

DRAFT UNILATERAL UNDERTAKING

(Section 106 Town and Country Planning Act 1990)

Land at Bowland Wild Boar Park, Chipping, Preston, PR3 2HB

April 2026

THIS UNILATERAL UNDERTAKING

is made pursuant to **Section 106 of the Town and Country Planning Act 1990 (as amended)** and all other enabling powers.

1. PARTIES

(1) **Hi-Line Holdings Ltd** (the “Owner”), being the freehold owner of the Land described below.

2. LAND

Land at **Bowland Wild Boar Park, Chipping, Preston, PR3 2HB**, shown edged red on the Site Location Plan submitted with the planning application (“the Land”).

3. RECITALS

A.

The Owner is the freehold owner of the Land and has applied to **Ribble Valley Borough Council** (“the Council”) for planning permission for:

The temporary erection and use of 5 no. tipis as an events space, together with a temporary toilet unit, a temporary external catering unit, a temporary storage unit, and the temporary creation of hardstanding, in connection with Bowland Escapes Holiday Park and Bowland Wild Boar Park, until 1 November 2028 (“the Development”).

B.

The application is submitted as a **full planning application** on a **temporary basis**, and the Owner has agreed to enter into this Unilateral Undertaking in order to secure the lawful and proper planning of the area.

C.

The obligations contained in this Undertaking are **planning obligations** for the purposes of Section 106 of the Town and Country Planning Act 1990 and are enforceable by the Council.

4. DEFINITIONS AND INTERPRETATION

In this Undertaking, unless the context requires otherwise:

- **“Commencement of Development”** means the date on which the Development is first begun, excluding site investigations, surveys, and temporary erection of fencing.
 - **“Event Season”** means the period between **1 April and 31 October inclusive** in any calendar year.
 - **“Temporary Structures”** means the tipis, toilet unit, external catering unit, storage unit, and any associated temporary fixtures.
 - **“Cessation Date”** means **1 November 2028**.
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5. OWNER’S COVENANTS WITH THE COUNCIL

The Owner **covenants with the Council** as follows:

5.1 Temporary Nature of the Development

The Owner shall ensure that:

- a. The Development shall **cease in its entirety** on or before the **Cessation Date**; and
 - b. All Temporary Structures shall be **removed permanently from the Land** on or before the Cessation Date; and
 - c. The Land shall be **reinstated to an agreed condition**, such condition to be agreed in writing with the Council prior to reinstatement.
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5.2 Seasonal Removal of Tipis

The Owner shall ensure that:

- a. The tipi structures shall **not be erected, used, or remain on the Land** outside the Event Season; and
 - b. The tipis shall be **fully dismantled and removed from the Land** during each of the following periods:
 - **1 November 2026 to 1 April 2027**
 - **1 November 2027 to 1 April 2028**
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5.3 Restriction on Use

The Owner shall ensure that:

- a. The tipis shall be used **only in connection with** Bowland Wild Boar Park and Bowland Escapes Holiday Park; and
 - b. The events space shall **not operate as a standalone venue** independent of the associated park and accommodation uses.
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5.4 Maximum Event Capacity

The Owner shall ensure that:

- No event held within the Temporary Structures shall exceed a **maximum of 146 attendees** (inclusive of day and evening guests).
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5.5 Linkage to On-Site Accommodation

The Owner shall ensure that:

- All weddings and events held at the tipis are **conditional upon the exclusive booking of on-site accommodation** at Bowland Escapes Holiday Park for the duration of the event.
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5.6 Compliance with Approved Management Documents

The Owner shall operate the Development in full accordance with:

- The **Operational Management Plan**
- The **Operational & Highways Management Statement**
- Any future variants of these documents approved in writing by the Council

and shall ensure that all events comply with the controls set out therein relating to arrivals, departures, parking management, stewarding, and site restoration.

6. COUNCIL'S CONSENT

The Owner acknowledges that no part of this Undertaking shall oblige the Council to grant planning permission and that the Undertaking shall take effect only upon the grant of permission.

7. LOCAL LAND CHARGE

This Undertaking shall be registered as a **local land charge**.

8. MISCELLANEOUS

- This Undertaking is enforceable against the Owner and any successors in title.
 - No variation shall be effective unless agreed in writing with the Council.
 - The obligations shall **not bind statutory undertakers** or persons deriving title through them.
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9. JURISDICTION

This Undertaking shall be governed by and interpreted in accordance with the **law of England and Wales**.

10. EXECUTION

Executed as a **Deed** by the Owner on the date shown below.

Signed:

*INSERT NAME

For and on behalf of **Wild Boar Park**

Date:
