

Dated 10th

day of December

2025

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER SECTION
106 OF THE TOWN & COUNTRY PLANNING ACT 1990 RELATING TO BROMILEY,
RIBCHESTER ROAD, CLAYTON LE DALE, BLACKBURN BB1 9EG**

GIVEN BY

JOHN HETHERINGTON

TO

RIBBLE VALLEY BOROUGH COUNCIL

Ref: 3/2025/0902

THIS UNILATERAL UNDERTAKING AND DEED is given on the
2025

day of

BY

JOHN HETHERINGTON of Bromiley, Ribchester Road, Clayton le Dale, Blackburn BB1 9EG
("the Owner");

TO

RIBBLE VALLEY BOROUGH COUNCIL of Council House, Church Walk, Clitheroe BB7
2RA (the "Council")

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated.
- (B) The Owner's interest in the Property comprises the freehold title registered at the Land Registry under title number LAN295021.
- (C) The Owner intends to develop the Property pursuant to the Planning Permission.

1. DEFINITIONS

1.1 The definitions and rules of interpretation in this clause apply in this Undertaking:

"the Act" means the Town & Country Planning Act 1990 (as amended) or any statute amending or modifying repealing or re-enacting the same for the time being in force.

"Application" means the application for planning permission for the Development submitted to the Council and bearing the reference number 3/2025/0902 on the Property.

"Commencement of Development" means the commencement of the Development pursuant to the Planning Permission by the carrying out of a material operation within the meaning of Section 56 of the Act save that the following shall not for the purposes of this Undertaking be treated as commencing the Development: -

- (a) Demolition and site clearance works;
- (b) Site investigation, archaeological or other surveys and decontamination and/or remediation works;
- (c) The erection of any site fencing or other means of enclosure and/or other site security and temporary construction compounds;
- (d) The construction of any construction access;
- (e) The erection of any temporary marketing suite or sales facilities;
- (f) The laying or diversion of any services or other works in respect of or in relation to any statutory undertakers' equipment or concerns;
- (g) The carrying out of any environmental or ecological works; and
- (h) The temporary display of site notices or advertisements

“Date of Practical Completion” means the date of the certificate of practical completion issued by the Owners architect.

“Development” means development proposed in the Application for the demolition of the existing dwelling and detached garage and the erection of a replacement self-build eco-home with detached garage.

“Occupation” means the availability of a self-build/custom housebuilding plot for occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction or occupation in relation to security operations during construction and “Occupied” and “Occupier(s)” shall be construed accordingly.

“Plan” means the plan attached to this Undertaking and labelled the same.

“Planning Permission” means the planning permission granted by the Council in respect of the Application.

“Property” means the land against which this Undertaking may be enforced shown for illustrative purposes only edged red on the Plan and is more particularly described in the First Schedule.

“Qualifying Self-Build and Custom Housebuilding Developer” means an individual or association of individuals (including bodies corporate that exercise functions on behalf of associations of individuals) who satisfy all of the following criteria:

- (i) they are aged 18 or over,
- (ii) they are a British citizen,
- (iii) they are seeking (either alone or with others) on a serviced plot of land in the Council's administrative area to commission or build a house to occupy as that individual's sole or main residence.

"Self-Build and Custom Housebuilding Act 2015" means the Act of Parliament (as amended) so named or any statutory re-enactment or amendment thereof and any regulations made thereunder.

"Serviced" means having a suitable means of access to and egress from the Property to and from the public highway and having suitable connection points at the boundary of the Property to mains electricity, water, drainage telecommunications and gas where gas is provided to the Development as defined in the Self-Build and Custom Housebuilding Act 2015.

"Undertaking" means this planning obligation made by way of undertaking and deed and any modification thereof made pursuant to the power of Section 106 of the Act.

"Working Day" means any day on which the clearing banks in the City of London are (or would be but for strike, lockout, or other stoppage affecting such banks generally) open during banking hours Monday to Friday (inclusive) excluding national holidays and the period 24 December – 1 January inclusive and excluding Saturdays, Sundays and bank holidays.

2. INTERPRETATION

- 2.1 Clause headings shall not affect the interpretation of this deed.
- 2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.4 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular.

- 2.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.6 A reference to any party shall (unless expressly excluded in this deed) shall include any person acquiring an interest in the Property or any part thereof through or under that party, and in the case of the Council the successors to its respective statutory functions.
- 2.7 A reference to a statute or statutory provision shall include any modification, extension or re-enactment of that statutory provision for the time being in force.
- 2.8 A reference to a statute or statutory provision shall include any subordinate legislation made as at the date of this deed under that statute or statutory provision.
- 2.9 A reference to writing or written does not include e-mail or by fax.
- 2.10 A reference to "this deed" or to any other undertaking, agreement or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 2.11 References to clauses schedules and plans are to the clauses schedules and plans of this deed.
- 2.12 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 2.13 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.14 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

3. STATUTORY PROVISIONS

- 3.1 This deed constitutes a planning obligation for the purposes of Section 106 of the Act.

3.2 The obligations referred to in clause 3 of this Undertaking are planning obligations for the purposes of Section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by those parties in the Property and their respective successors in title and assigns.

3.3 This deed shall come into effect on the date of grant of the Planning Permission.

3.4 The obligations contained in clause 3 of this Undertaking are enforceable by the Council in accordance with Section 106 of the Act.

4. COVENANTS WITH THE COUNCIL

4.1 The Owner covenants with the Council to observe and perform the obligations as set out in the Second Schedule.

5. GENERAL

5.1 The obligations on the part of the Owner contained in the Second Schedule to this deed are not intended to be and shall not be binding on: -

5.1.1 the successors in title of the Owner; and

5.1.2 Statutory service providers that own service sites (e.g. pumping stations and substations) on the Property.

6. RELEASE

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

7. DETERMINATION OF DEED

This deed shall be determined and have no further effect on whichever shall be the earlier of: -

7.1 if the Planning Permission: -

(a) expires before the Commencement of Development;

(b) is varied or revoked other than at the request of the Owner;

(c) is quashed following a successful legal challenge; or

7.2 upon the expiry of three years from the Date of Practical Completion of the dwelling.

8. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

9. LIABILITY

9.1 No future mortgagee of the Property shall have any liability under this Undertaking and any future mortgagee shall in no circumstances be liable for any pre-existing breach of this Undertaking. Any future mortgagee of the Property shall have no liability after it has discharged the security or has disposed of the Property which is subject to its security whether by sale or otherwise;

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

10. NOTICES

10.1 Any notice or other communication required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice or communication at its address as set out below:

(a) Council: The Planning Manager, Planning Department, South Ribble Borough Council, Council House, Church Walk, Clitheroe BB7 2RA

(b) The Owner : Bromiley, Ribchester Road, Clayton le Dale, Blackburn, BB1 9EG

or as otherwise specified by the relevant party by notice in writing to each other party.

10.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Working Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

11. THIRD PARTY RIGHTS

No person other than a party to this Undertaking, and their respective successors and permitted assigns, and the Council and the successors to its respective statutory functions shall have any rights to enforce any term of this deed.

12. SEVERANCE

- 12.1 If any court or competent authority finds that any provision of this deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.
- 12.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted, the parties shall amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

13. NOTICE OF CHANGE IN OWNERSHIP

- 13.1 The Owner covenants with the Council that until all obligations under this Undertaking have been discharged to give the Council notice of any change in ownership of any of its legal interests in the Property and the creation of any new legal interests by it on the Property within 15 Working Days of the occurrence of such change or creation and such notice shall give details of the transferee's full name and registered office (if a company) or usual address together with the area of the Property or relevant unit of occupation by reference to a plan.

14. WAIVER

No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant covenants, terms or conditions or for acting upon any subsequent breach or default.

15. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

FIRST SCHEDULE

Bromiley, Ribchester Road, Clayton le Dale, Blackburn, BB1 9EG comprised in title number LAN295021 registered at HM Land Registry.

SECOND SCHEDULE

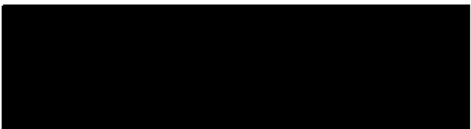
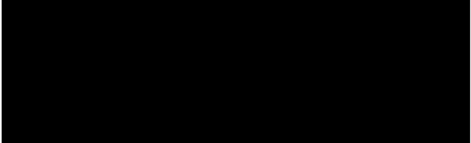

Covenants by the Owner – the Self-Build and Custom Housebuilding Planning Obligations

The Owner hereby covenants with the Council as follows:-

1. Unless agreed otherwise in writing with the Council, the Property shall only be transferred within a period of three years from the Date of Practical Completion to either: -
 - (i) those on the Self-Build Register,
 - (ii) a Qualifying Self-Build and Custom Housebuilding Developer,
 - (iii) those inheriting the Property upon the Owners death, or
 - (iv) such other person or persons approved in writing by the Council prior to any disposal of the Property.
2. The Owner must have primary input into the final design and layout.
3. The Owner of the Property must reside within the completed dwelling as their sole or main residence for the period of at least three (3) years beginning with the Date of Practical Completion relating to that dwelling unless prevented from doing so by death or incapacity.

This Undertaking and deed has been executed as a deed and is delivered and takes effect on the date stated at clause 3.3.

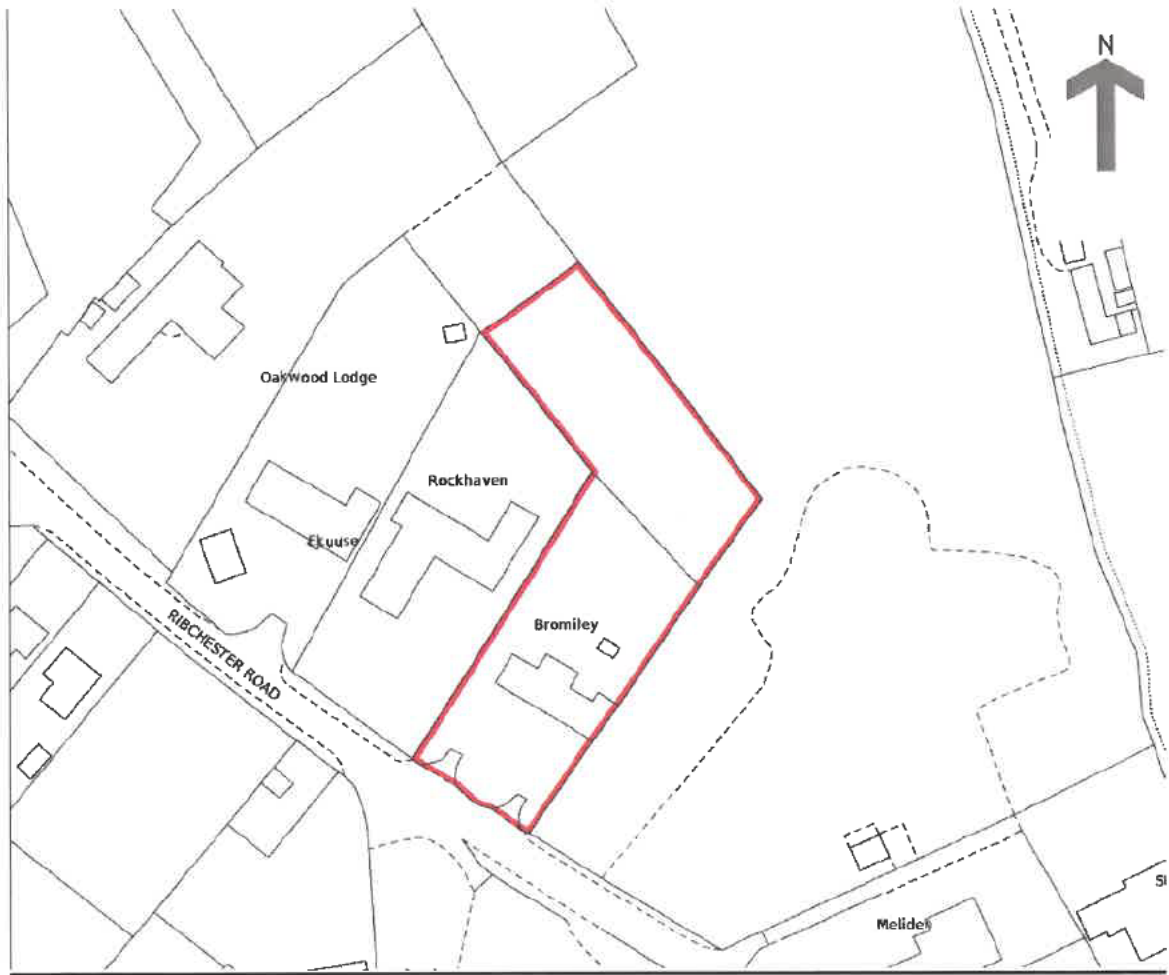
SIGNED as a deed by 
JOHN HETHERINGTON 
in the presence of:

Witness Name 
Witness Signature 
Witness Address 
.....
.....

EXECUTED as a deed by
affixing the Common Seal of
SOUTH RIBBLE BOROUGH COUNCIL
in the presence of

.....
Solicitor on behalf of the Council

PLAN:



Unilateral Undertaking- John Hetherington - 3.2025.0902 (1)

Final Audit Report

2025-12-12

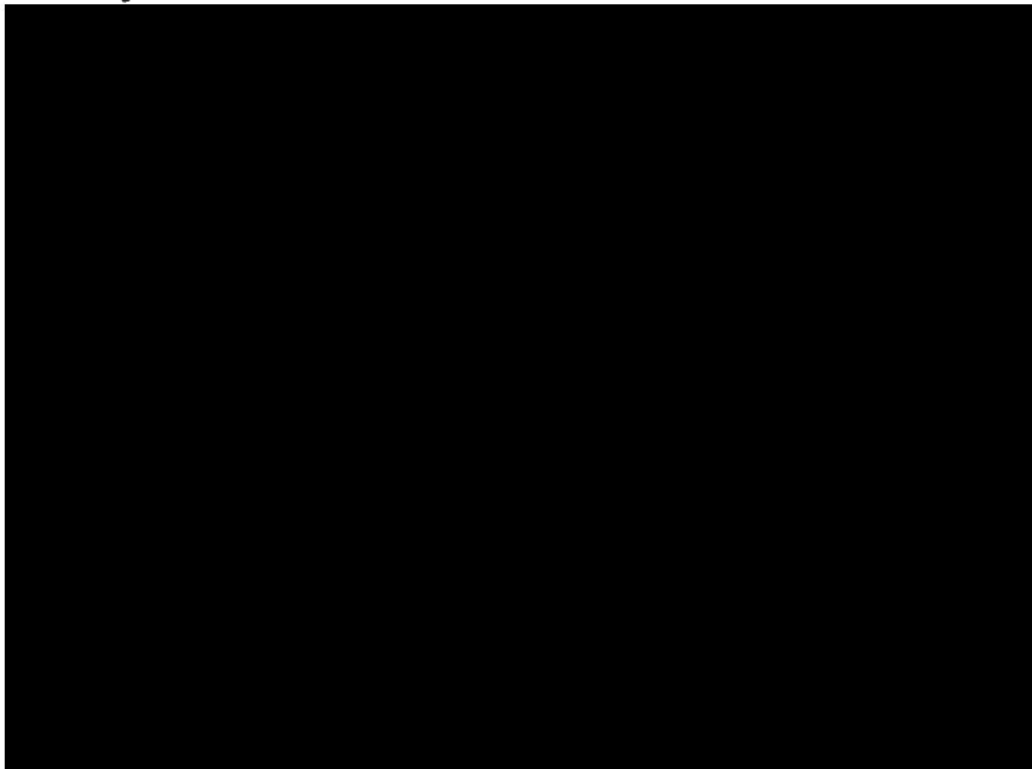
Created: 2025-12-10

By:

Status:

Transaction ID:

"Unilateral Undertaking- John Hetherington - 3.2025.0902 (1)" History



✔ Agreement completed.
2025-12-12 - 13:22:22 GMT

