

Guidance Notes

Completing the Unilateral Undertaking template for temporary caravan and camping sites storing waste via a cess tank (or similar) and disposing of wastewaters outside of the designated sensitive catchments of the Rivers Wensum, Bure and Yare.

The purpose of this guidance note is to aid completion of a Unilateral Undertaking for temporary camping and caravan sites so as to address Habitats Regulations requirements and enable permitted development rights to be utilised.

A draft Unilateral Undertaking template has been put together to help applicants by reducing the costs associated with producing bespoke legal agreements. This document does not constitute legal advice or a legal opinion. If you are entering into a legal obligation then you may wish to seek independent legal advice before doing so.

Before you Start

In order to complete the Unilateral Undertaking you will:

- Need to provide an up to date plan of the site with the site boundary edged in red;
- Need to know the maximum number of camping pitches you are applying for on the site
- Need the name and address of the treatment works where wastewaters are to be disposed (your waste carrier should be able to provide this information to you)
- Names and addresses of those entering into the agreement

The Guidance document is set out across two sections:

Appendix A sets out a copy of the draft Unilateral Undertaking with areas requiring information from the applicant highlighted yellow.

Appendix B sets out guidance notes for how to complete each area highlighted in yellow in order as you progress through the draft Unilateral Obligation.

Once completed, please submit your Unilateral Obligation to the Council together with the fee of £95 to cover the Council's costs in checking the agreement and entering the obligation as a local land charge.

July 2024

Appendix A - Copy of the draft Unilateral Undertaking with areas requiring information from the applicant highlighted yellow.

Planning Obligation by Deed of Unilateral Undertaking

S106 of the Town and Country Planning Act 1990 relating to a permitted development for a limited period for a change of use from agricultural use to camping use under Part 4 Class B, BA and BC and Part 5 Class A of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended)

DATED [REDACTED] 20[REDACTED]

(1) [OWNER]

TO:-

NORTH NORFOLK DISTRICT COUNCIL

UNILATERAL UNDERTAKING

Pursuant to Section 106 of the Town and Country Planning Act 1990

For the purpose of providing for the removal off site of camping site wastewater at [insert address of Site]

THIS DEED OF UNILATERAL UNDERTAKING is made the **day of** 202[]

GIVEN BY:

(1) [*insert name/s of owner/s*] of [*insert address/es of owner/s*]
 (“Owner”)

TO: **NORTH NORFOLK DISTRICT COUNCIL** of Council Offices, Holt Road, Cromer, Norfolk NR27 9EN (“the Council”).

INTRODUCTION

- 1 The Council is a local planning authority within the meaning of the Act and the competent authority within the meaning of the Regulations.
- 2 The Owner is the freehold owner of the Site
- 3 The Application has been submitted to the Council pursuant to the Regulations.
- 4 The Owner has agreed to enter into this Deed with the intention that the obligations contained in this Deed may be enforced by the Council against the Owner and his/her/their successors in title to the Site.
- 5 This Undertaking is entered into to meet the overarching objective that human waste produced on the Site as a result of the Development is sent outside the sensitive catchments of the Rivers Bure, Wensum and Yare.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

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

“Applicant” **[insert name and address of applicant]**

“Application”	an application made to the Council under regulation 77 of Regulations and dated [<i>insert date of application</i>];
“Approval”	the written notification of the approval of the Application by the Council under regulation 77 of the Regulations;
“Camper and caravanner“	persons using the Site for camping and /or caravanning (including motorhome users and campervan users) in accordance with the Development and “Campers and Cravanners” shall be construed accordingly;
“Class A”	Class A of Part 5 of Schedule 2 to the Order;
“Class B”	Class B of Part 4 of Schedule 2 to the Order;
“Class BA”	Class BA of Part 4 of Schedule 2 to the Order;
“Class BC”	Class BC of Part 4 of Schedule 2 to the Order
“Class C”	Class C of Part 5 of Schedule 2 to the Order
“Camping Management Plan”	the covenants of the Owner in paragraphs 1.2 and 1.3 of the Second Schedule to this Deed;
“Commencement of Development”	the first date in any individual calendar year on which any material operation (as defined in Section 56(4) (e) of the Act) forming part of the Development begins to be carried out by the entry of Campers arriving at the Site and their subsequent Occupation on any day permitted by the Development and FOR THE AVOIDANCE OF DOUBT does not include Preparations and “Commence Development” shall be construed accordingly;
“Development”	means the development authorised as Permitted Development;

“Implement”	to begin and thereafter continue the carrying out of the steps identified in the Camping Management Plan over the period of the Season;
“Council’s Costs”	the Council’s reasonable costs that the Council incurs in order to consider the drafting and registration of this Deed in the amount of £[];
“New Permission”	a planning permission other than the use permitted by the Permitted Development (whether granted by notice under section 70, 73 or 78 of Part III of the Act) authorising the redevelopment of the Site;
“Occupation” and “Occupied”	occupation for the purposes permitted by the Permitted Development;
“Order”	the Town and Country Planning (General Permitted Development) (England) Order 2015 (SI 2015/596) as amended;
“Permitted Development”	the material change of use of the Site or part of the Site for the purpose of a temporary use from agricultural use to camping or from a temporary use from agriculture to a mixed use of camping and agricultural use where that change of use is authorised by reason of Class B, Class BA, Class BC Class A or Class C;
“Pitch”	an individual pitch for a Camper created pursuant to the Permitted Development and for the avoidance of doubt the total number of Pitches shall not exceed [Insert maximum number of pitches] on any one Pitch Day;
“Plan”	the plan showing the Site edged red in the First Schedule;

“Preparations”	operations consisting of the erection of any temporary means of enclosure, the provision on the land of any moveable or temporary structure for the purposes of the Development and the temporary display of site notices or advertisements;
“Regulations”	Conservation of Habitats and Species Regulations 2017 (SI 2017/1012);
“Season”	the period of each calendar year between 01 January to 31 December (inclusive);
“Site”	the land described in the First Schedule hereto registered with title absolute at the HM Land Registry under the Title Number against which this Deed may be enforced as shown edged red on the Plan;
“Undertaking”	this deed of undertaking given by the Owner to the Council pursuant to section 106 of the Act

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament or statutory instrument shall include any amendment, modification, extension or re-enactment of that Act for the time being in force and in the case of an Act or statutory instrument shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act statutory instrument or deriving validity from it.

- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council successors to their respective statutory functions.
- 2.7 For the purpose of such parts of this Deed as may be subject to the rule against perpetuities the perpetuity period applicable to this Deed shall be eighty years from the date hereof.
- 2.8 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation not to cause or permit or suffer such act or thing to be done by any other person.
- 2.9 The headings and contents list are for reference only and shall not affect construction.
- 2.10 In this Deed the use of the term “human waste” is intended to mean water and sewerage waste generated by Campers using the Development.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act.
- 3.2 The covenants, restrictions and requirements undertaken by the Owner pursuant to this Deed create planning obligations pursuant to Section 106 of the Act that bind the Site and are enforceable by the Council or any successor authority as local planning authority against the Owner and his/her/their successors in title.

4. CONDITIONALITY

This Deed shall come into effect immediately upon its completion.

5. THE OWNER’S COVENANTS

The Owner covenants with the Council to comply with the planning obligations in this Deed as set out in the Second Schedule

6. MISCELLANEOUS

- 6.1 This Deed shall be registrable as a local land charge by the Council.
- 6.2 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 6.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they have parted with their entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 6.4 Subject to clause 6.5 nothing in this Deed shall prohibit or limit the right to develop the Site in accordance with a New Permission granted after the date of this Deed other than the Permitted Development.
- 6.5 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local planning authority.
- 6.6 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

7. WAIVER

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

8. OWNERSHIP

- 8.1 The Owner HEREBY CONFIRMS AND WARRANTS that the Owner is the registered freehold owner of the Site and has full power to enter into this Deed and that there is no other person having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.
- 8.2 The Owner shall give the Council 10 (ten) days written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

9. VAT

- 9.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

10. JURISDICTION

- 10.1 This Deed is governed by and interpreted in accordance with the law of England and the Owner submits to the jurisdiction of the courts of England.

11. NOTICES

- 11.1 Notices shall be deemed to have been properly served if sent in writing by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 11.2 The principal address of the Owner is the address stated in this Deed, but the Owner may give no less than seven days notification to the Council of a change of address.

12. COMPLIANCE

The Owner agrees to give the Council written notice at least 5 days before Commencement of Development.

13. DELIVERY

- 13.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

FIRST SCHEDULE

The Site

[*insert address of land*] shown edged red on the Plan

SECOND SCHEDULE

The Owner's Covenants with the Council

Treatment of Wastewater

Defined Terms

- 1.1. For the purposes of this Schedule the following expressions shall have the following meanings:

“Contract”	a contract between the Owner and a waste carrier within the meaning of the Waste Regulations for the Transportation of the content of the Tanks to the Treatment Works during the course of a Season (or the remainder of the Season where Commencement of Development has not previously taken place in that Season);
“Tanks”	tanks on the Site used to receive and temporarily store Wastewater from Campers arising from the use of the Site for the Development;
“Transportation”	transportation of Wastewater from the Tanks to the Treatment Works by a Waste Carrier;
“Treatment Works”	[<i>insert name of treatment works</i>] Sewage Treatment Works and [<i>insert address of treatment works</i>] or in the event that the Sewage Treatment Works is unable to accept the Wastewater for any reason then such other Treatment Works as might be agreed by the Council (in consultation with the appropriate regulatory body);
“Waste Carrier”	a company registered with the Environment Agency or any successor agency responsible for the enforcement of the Waste Regulations as a waste carrier for the purposes of the Waste Regulations;
“Waste Regulations”	Waste (England and Wales) Regulations 2011 (SI 2011/988);
“Wastewater”	water whose physical, chemical or biological properties have been changed as a result of the introduction of certain substances which render it unsafe for some purposes such as drinking including

blackwater (domestic sewage) and greywater (wastewater from other domestic sources);

Covenants

- 1.2. The Owner covenants with the Council that in each Season from the day immediately prior to the date of Commencement of Development and continuing throughout the Season not at any time to:
 - 1.2.1 permit the use of the Site for the Development without first having entered into a Contract with a Waste Carrier for Transportation;
 - 1.2.2 knowingly permit or allow the use of the Site for Development by Campers in a manner that shall result in the deposit of Wastewater on the Site (unless that Wastewater is in Tanks);
 - 1.2.3 not permit or allow the Occupation of the Development at any time without compliance with the covenants in paragraph 1.2.1 and 1.2.2 above.
- 1.3. The Owner covenants with the Council that for each Season from the day immediately prior to the date of Commencement of Development and continuing throughout the Season he shall:
 - 1.3.1 ensure Campers in Occupation use facilities which result in Wastewater collecting in the Tanks;
 - 1.3.2 ensure Wastewater in the Tanks is transported by a Waste Carrier to the Treatment Works by the end of each Season;
 - 1.3.3 for a period of two years from the end of each Season retain electronic records of the Contract for that Season together with electronic evidence of (a) waste transfer notes or a document with the same information, such as an invoice or (b) a season ticket for a series of loads requiring Transportation;
 - 1.3.4 within one month of a written demand by an authorised officer of the Council produce the records referred to in paragraph 1.3.3 above to the Council;
 - 1.3.5 ensure the Site is operated so that the Camping Management Plan is Implemented during each Season in which there is a Pitch offered to a Camper.

Evidence

- 1.4. The Owner covenants to supply to the Council such information as the Council may reasonably request in writing to demonstrate to the satisfaction of the Council the Owner has complied with the Camping Management Plan within 21 days of receiving a particularised request in writing by the Council.

IN WITNESS whereof the Owner has hereto executed this Deed on the day and year first before written.

Executed as a deed by

[insert your name as shown on the front
page of this Deed]

.....

(signature)

in the presence of:

.....
SIGNATURE OF WITNESS

WITNESS NAME: [add witness name]

WITNESS ADDRESS: [add witness
address]

Appendix B - Guidance notes for how to complete each area highlighted in yellow in order as you progress through the draft Unilateral Obligation.

Title Page	
"DATED"	Insert date of Unilateral Undertaking e.g. 01 July 2024
"Owner"	Insert the FULL NAME of the person (or persons) entering into the agreement. For each different owner add a new line and number e.g. (1) Mr Andrew Nathan Other (2) HSBC Bank PLC
"Insert Address of Site"	This is the full address of the site subject of the agreement
Page 1	
"day of 202{"	Insert here the date of the agreement (this will be the same date as "Dated" on Title Page)
"Insert Names and addresses of owners"	These will be the owner(s) outlined under the "Owner" list on Title Page plus their respective address(es). e.g. (1) Mr Andrew Nathan Other of 123 Anywhere Street, Anywhere, Anywhereshire, AN1 O23 (2) HSBC Bank PLC of 123 Somewhere Square, Anywhere, Anywhereshire AN2 O45
"Applicant"	Insert full name and address of applicant
Page 2	
"Application"	Insert the date that the Regulation 77 application was made valid e.g. 01 July 2024.
Page 3	
"Council's Costs"	The figure here is £95 (as of 01 July 2024) This figure will be reviewed annually
"Pitch"	This is the total number of standard (5m x 9m) and non-stand (greater than 5m x 9m) pitches on the site.
Page 4	
No details to add	
Page 5	
No details to add	
Page 6	
No details to add	
Page 7	

"Insert Address of Land"	This is the Full address and postcode of the site / land subject of this agreement which is to be shown edged red on a plan
Page 8	
"Treatment Works"	This is the name and address of the waste water treatment works where wasterwaters from the permitted use will be disposed. The company (Waste Carrier) with whom you have agreement to dispose of wastewaters should be able to tell you where they are disposing of the wasterwaters.
Page 9	
No details to add	
Page 10	
"name"	This should correspond with the "Owners" names set out on the Title Page Where there is more than one owner, add multiple names and signatures
"signature"	Each named owners should sign the agreement
"Witness"	Where the Owner signs the agreement that signature should be witnessed and the name(s) and address(es) of witnesses included here. Where there is more than one witness add additional lines
END	