

Unilateral Planning Obligation

under Section 106 of the Town and
Country Planning Act 1990

- (1) Gregor Matheson Pierrepont, TPM
Trustees Limited and TPM Trustees
Services Limited
- (2) Longworthy Limited

relating to land adjacent to the A614, Worksop,
Nottinghamshire

Dated January 2026

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This Unilateral Planning Obligation is made the

day of January 2026

And given by:

- (1) Gregor Matheson Pierrepont ,TPM Trustees Limited (Company Registration Number 11532535) and TPM Trustees Services Limited (Company Registration Number 11532538), all of Estate Office, Thoresby Park, Thoresby, Newark NG22 9ER (**Owners**)
 - (2) Longworthy Limited (Company Registration Number 13668479) whose registered office is at Biddlesgate Farm, Cranborne, Wimborne, England, BH21 5RS (**Developer**)
- to
- (3) Bassetlaw District Council of Queen’s Buildings, Potter Street, Worksop, Nottinghamshire S80 2AH (**Council**)

1 Definitions and interpretation

- 1.1 In this Unilateral Planning Obligation the following expressions shall where the context so requires or admits have the following meanings:

Act	the Town and Country Planning Act 1990 (as amended) or any re-enactment or modification thereof for the time being in force
Appeal	The appeal in relation to the Application submitted under reference APP/A3010/W/25/3367817
Applicant	One Planet Developments Limited of Biddlesgate Farm, Wimborne, Dorset, BH21 5RS
Application	the application made by the Applicant to the Council for full planning permission to develop the Application Site under reference number 24/00384/FUL
Application Site	land adjacent to the A614, Worksop, Nottinghamshire shown edged red on the Site Location Plan in respect of which the Applicant has made the Application
Development	such development as may be authorised by the Planning Permission
Decision Letter	The letter containing the decision of the Planning Inspector in respect of the Appeal
Implementation	in the case of implementation of the Planning Permission the carrying out of any of the material operations listed in Section 56 of the Act pursuant to the Planning Permission provided that for the purposes of determining whether or not a material operation has been carried out there shall be disregarded site clearance, demolition, site surveys and investigations and implement and implemented shall be construed accordingly

Habitat Monitoring and Management Fee	the sum of £8,195 to be used for the purpose of monitoring and managing the habitat at the Application Site
Site Location Plan	the plan annexed to this Agreement
Planning Inspector	the inspector appointed to determine the Appeal
Planning Permission	the planning permission granted pursuant to the Appeal

- 1.2 In this Unilateral Planning Obligation, unless the context otherwise requires:
- 1.2.1 any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provisions as amended, re-enacted or extended at the relevant time;
 - 1.2.2 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
 - 1.2.3 any reference to the singular shall include the plural and vice versa;
 - 1.2.4 any reference to the masculine gender shall include the feminine and neuter and vice versa;
 - 1.2.5 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this Unilateral Planning Obligation;
 - 1.2.6 where any party comprises two or more persons, any obligations of that party in, under or arising from this Unilateral Planning Obligation is undertaken by or binding upon such two or more persons jointly and severally;
 - 1.2.7 references to any party to this Unilateral Planning Obligation include its successors-in-title and permitted assignees and in the case of any local authority shall also include any successor in function;
 - 1.2.8 references to numbered clauses, schedules or paragraphs are references to the relevant clauses or schedules in this Unilateral Planning Obligation or the relevant paragraph of this Unilateral Planning Obligation respectively;
 - 1.2.9 where in this Unilateral Planning Obligation any approval or consent or a certificate is required to be given by the Council then such approval or consent shall unless otherwise stated be given by such officer as the Council as appropriate shall from time to time notify in writing to the Developer;
 - 1.2.10 all payments in accordance with the terms of this Unilateral Planning Obligation shall be exclusive of any VAT payable in respect thereof.

2 Background

- 2.1 The Council is a Local Planning Authority as defined in the Act and a Local Planning Authority for the purposes of planning obligations imposed pursuant to the provisions of Section 106 of the Act.

- 2.2 The Application has been submitted to the Council by the Applicant for Planning Permission for the development of the Application Site as described in the Application.
- 2.3 The Applicant has appealed against non-determination of the Planning Permission by the Local Planning Authority.
- 2.4 The Developer is willing to give an undertaking to perform the obligations set out in this Unilateral Planning Obligation in the event of the Appeal being allowed.
- 2.5 The Developer intends to carry out the Development pursuant to the Planning Permission if granted
- 2.6 The Developer has an option agreement for a lease of a part of the Application Site.
- 2.7 The Owners are the registered proprietors of the Application site which is registered at HM Land Registry under title number NT492184.
- 2.8 The Developer is willing to give an undertaking to perform the obligations set out in this Unilateral Planning Obligation in order to facilitate the grant of Planning Permission by ensuring that the Council can regulate the Development by securing the benefits contained in this Unilateral Planning Obligation
- 2.9 If the Planning Inspector concludes that any of the planning obligations set out in this Unilateral Planning Obligation are incompatible with any one of the tests for planning obligations set out at Regulation 122 of the CIL Regulations, and accordingly attached no weight to that obligation in determining the Appeal then the relevant obligation shall from the date of the Decision Letter cease to have effect and the Owner shall be under no obligation to comply with them

3 Condition precedent

- 3.1 This Unilateral Planning Obligation shall have effect on the date of this Unilateral Planning Obligation.

4 Statutory provisions and covenants

- 4.1 This Unilateral Planning Obligation is entered into pursuant to the provisions of sections 106 of the Act and section 111 of Local Government Act 1972 and shall be deemed to be planning obligations in respect of the Application Site for the purposes of that section but without prejudice to all and any other means of enforcing them at law or in equity or by statute.
- 4.2 The covenants and obligations created by this Unilateral Planning Obligation are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as Local Planning Authority.
- 4.3 This Unilateral Planning Obligation shall cease to have effect in respect of any then outstanding obligations in the event that the Planning Permission is quashed as a result of legal proceedings is revoked, or is modified without the Developer's consent.
- 4.4 No person will be liable for any breach of this Unilateral Planning Obligation unless they hold an interest in that part of the Application Site in respect of which such breach occurs or hold such an interest at the date of the breach provided that the person shall remain liable for any antecedent breach.

5 Obligations

The Developer covenants to pay the Habitat Monitoring and Management Fee to the Council within 10 days of receipt of the Decision Letter allowing the Appeal.

6 Notices

- 6.1 Any notice or consent required or permitted under this Unilateral Planning Obligation shall be in writing and shall be sent by first class registered post or hand delivery. There shall be no right to serve notices or consents by email but if a party chooses to do so and the other party agrees email may be used.
- 6.2 Subject to Clause 6.4 below any such notice, consent or other document shall be deemed to have been duly received:
- 6.2.1 if despatched by first class, registered post – 48 hours from the time of posting to the relevant party; or
- 6.2.2 if despatched by hand delivery – at the time of actual delivery.
- 6.3 Unless otherwise notified by one party to the other in writing from time to time, for the purposes of this clause the postal addresses of each party are those set out at the beginning of this Unilateral Planning Obligation.
- 6.4 In proving service by post it will be sufficient (unless any relevant part of the postal service is affected by industrial action) to prove that the envelope containing the notice was duly stamped addressed and posted to the addresses specified herein. In proving service by email it shall be sufficient to prove that it was properly addressed and dispatched to the address specified herein.
- 6.5 A party shall not attempt to prevent or delay the service on it of a notice under this Unilateral Planning Obligation.

7 Waiver

- 7.1 No delay or failure on the part of any party in enforcing any provision in this Unilateral Planning Obligation shall be deemed to be a waiver or create a precedent or in any way prejudice any party's rights under this Unilateral Planning Obligation.
- 7.2 The rights and remedies provided in this Unilateral Planning Obligation are cumulative and are additional to any rights or remedies provided by law.

8 Miscellaneous

- 8.1 If any party defaults in the payment when due of any sum payable under this Unilateral Planning Obligation (whether pursuant to a court order or otherwise) the liability of that party in default shall be increased to include interest on such sum from the date when such payment was due until the date of actual payment at a rate of 4% above the base rate from time to time of Barclays Bank plc such interest shall accrue from day to day and shall be compounded annually.
- 8.2 The Owners hereby consent to the registration of this Deed as a Local Land Charge.
- 8.3 If any provision in this Unilateral Planning Obligation shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.
- 8.4 Nothing in this Unilateral Planning Obligation shall prohibit or limit the right to develop any part of the Application Site in accordance with any planning permission (other than the Planning Permission) granted after the date of the Planning Permission **save for** if

the Council grant a planning permission pursuant to an application to vary or amend the Planning Permission made by the Applicant under section 73 of the Act the covenants and provisions of this Unilateral Planning Obligation shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission unless that application to vary the Planning Permission is itself supported by a completed planning obligation under section 106 of the Act and/or completed deed of variation under section 106A of the Act.

8.5 This Unilateral Planning Obligation constitutes a Deed.

9 Third Parties

The Owners declare and confirm that with the exception of any person who becomes an owner of the Application Site no term of this Unilateral Planning Obligation is enforceable under the Contract (Rights of Third Parties) Act 1999 by a person who is not a party to this Unilateral Planning Obligation.

In witness whereof this deed has been duly executed by the parties the day and year first before written.

Executed as a Deed)
by)
GREGOR)
MATHESON)
PIERREPOINT)
in the presence of

Witness signature:

Name:

Address:

Executed as a)
Deed by)
TPM TRUSTEES) Director
LIMITED)

acting by a
director
in the presence of

Witness signature:

Name:

Address:

Executed as a)
Deed by)
TPM TRUSTEES) Director
SERVICES)
LIMITED)

acting by a
director
in the presence of

Witness signature:

Name:

Address:

Executed as a)
Deed by)
LONGWORTHY)
LIMITED) Director

acting by Michael
Campbell,
Director
in the presence of

Witness signature:

Name:

Address: