

Unilateral Undertaking made pursuant to Section 106 Town and Country Planning Act 1990 and Other Powers

relating to the land known as Havering Park Stables Bower Farm Road Romford RM4 1QR

Dated 3 February 2026

Given by

Adam Smyth and David Hugh Smyth
(the Owner) and

William Thompson Homes Ltd
(the Developer)

In favour of

The Mayor and Burgesses of the London Borough of Havering
(the Council)

Appeal Reference: APP/6001099
Planning Reference: P1698.24

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Given By

- (1) **Adam Symth and David Hugh Smyth** both of Park Farm Riding School, Havering-Atte-Bower, Romford, Essex RM4 1RJ (the **Owner**); and
- (2) **William Thompson Homes Ltd** (company registration number 07692926) whose registered office is situated at Wood Lodge 98-106 High Road, South Woodford, London, United Kingdom, E18 2QH (the **Developer**).

In Favour Of

- (1) **The Mayor and Burgesses of the London Borough of Havering** of Town Hall, Main Road, Romford RM1 3BD (the **Council**);

Recitals

- A. The Council is the Local Planning Authority for the purposes of the 1990 Act for the area in which the Development is situated.
- B. The Owner is registered as the freehold owner of the Site at the Land Registry with Title Absolute under Title Number EGL494585 and warrants that subject to the entries disclosed is otherwise free of encumbrances.
- C. The Developer has an interest in the Site by virtue of an option to purchase agreement dated 22nd June 2023 made between David Hugh Smyth and Adam Smyth and William Thompson Homes LTD has agreed to enter into this Deed to give its consent to the terms of the Deed.
- D. The Owner submitted the Application to the Council for Planning Permission for the Development on 23rd December 2024, and it was subsequently refused by the Council by notice dated 13th August 2025.
- E. The Owner appealed the Council's refusal of the Application to the Planning Inspectorate on the 14th of October 2025 and has offered this Deed of unilateral undertaking in order to secure the Affordable Housing Contribution requirement as set out in the planning obligations contained in this Deed, having regard to the provision of respectively the Council's local plan, the National Planning Policy Framework, the 1990 Act.
- F. The Parties have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (SI 2010/948) as amended (to the extent relevant to the obligations in this Deed).

- G. The Owner and the Developer have entered into this Deed to secure the planning obligations contained in it.

1 Definitions and Interpretation

- 1.1 For the purposes of this Deed the following expressions shall have the following meanings unless the context requires otherwise:

1990 Act means the Town and Country Planning Act 1990 (as amended).

Affordable Housing Contribution means the sum of £50,000 (fifty thousand pounds) duly BCIS Indexed to be paid by the Owner or the Developer to the Council in accordance with Schedule 2 and once received will be used by the Council towards affordable housing provision in the Council's administrative area

Appeal means the appeal against the Council's refusal to grant planning permission lodged pursuant to s.78 of the 1990 Act by the Developer and registered by the Planning Inspectorate with reference APP/6001099

Application means the application for full planning permission for the Development dated 23rd December 2024 and allocated reference number P1698.24 by the Council.

BCIS Indexed means any adjustment of the calculation of the payment of the relevant Contribution by applying the following formula:

$A \times B/C = D$ where:

A = the sum specified in this Deed in pounds sterling;

B = the figure shown in the BCIS General Build Cost Index for the period immediately prior to the date upon which the relevant Contribution is required to be paid pursuant to this Deed;

C = the figure shown in the BCIS General Build Cost Index for the period immediately prior to the date of this Deed; and

D = the recalculated sum in pounds sterling applying under this Deed

Commencement means the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.

Contributions means the financial contributions payable by the Owner or Developer to the Council under this Deed and "Contribution" shall be construed accordingly.

Decision Letter means the Inspector's decision letter determining the outcome of the Appeal

Deed means this deed of undertaking.

Interest means interest at 4% (four percent) per annum above the basic lending rate of Barclay's Bank PLC.

Development means the development of the Site authorised by the Planning Permission to convert the existing building to form two residential dwellings (Class C3) and alterations to enlarge the retained residential dwelling (Class C3). Demolition of the remaining buildings and structures on the site and construction of six residential dwellings (Class C3) together with associated car parking, landscaping, highways, and infrastructure works.

Dwelling Unit means the units of Use Class C3 residential accommodation provided as part of the Development on the Site

Index means in relation to the Contributions the BCIS General Building Cost Index published by the Royal Institution of Chartered Surveyors (RICS)

Monitoring Fee means the sum of £2,500.00 (two thousand five hundred pounds) BCIS Indexed payable by the Owner or the Developer to the Council in accordance with Clause 15 and to be used by the Council following receipt for the monitoring of the Owner's and the Developer's obligations and covenants in this Deed

Parties means the parties to this Deed and "Party" shall mean the relevant one of the parties as the context requires

Plan 1 means the site location plan with drawing number 22.622 P2 appended to this Deed at Schedule 1.

Planning Inspector means the inspector appointed by the Secretary of State to determine the Appeal.

Planning Permission means the planning permission subject to conditions that may be granted in respect of the Application at the Appeal.

Site means the land known as Havering Park Stables Bower Farm Road Romford RM4 1QR and shown for identification purposes only edged red on Plan 1.

Statutory Undertaker has the meaning given to such term in the 1990 Act and for the avoidance of doubt, shall include any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator.

Working Days means any day Monday to Friday inclusive which is not Christmas Day, Good Friday or a statutory bank holiday and "Working Days" shall be construed accordingly

- 1.2 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.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 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 the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, modified or re-enacted and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that statutory provision or deriving validity from it.
- 1.9 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.10 A reference to **this Deed** or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.

- 1.11 The headings contained in this Deed are indicative of the meaning and intent of the clauses to which they respectively refer and do not affect the interpretation or construction of this Deed.
- 1.12 An obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.
- 1.14 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.

2 Legal Basis

- 2.1 This unilateral undertaking is made as a deed under Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other powers with intent that it creates planning obligations binding the Owner's and the Developer's interest in the Site.
- 2.2 No person shall be liable for any breach of any provisions of this Deed after it shall have parted with its entire interest in the Site or the part of the Site in relation to which the breach relates but without prejudice to its liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations which shall not constitute an interest for the purposes of this clause.

3 Conditionality

- 3.1 This Deed is conditional upon:
 - 3.1.1 Planning Permission being granted pursuant to the Appeal with the reference number APP/6001099; and
 - 3.1.2 the Commencement of Development
- 3.2 If the Planning Inspector expressly states in their Decision Letter that an obligation or an element of an obligation given by the Owner or the Developer and secured by this Deed does not meet the legal tests set out in Regulation 122 of the Community

Infrastructure Levy Regulations 2010 then that obligation or that element of an obligation as the case may be shall not take effect and shall not be enforceable PROVIDED ALWAYS THAT the remaining provisions of this Deed (if any) shall remain legally effective and binding

4 The Owner and Developer's Covenants

- 4.1 The Owner and the Developer covenant with the Council to observe and perform or cause to be observed and performed the obligations contained in Schedule 2 and elsewhere in this Deed at the times and in the manner provided therein.

5 Indexation

- 5.1 All financial Contributions payable to the Council shall be BCIS Indexed
- 5.2 Where reference is made to an Index and that Index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the Index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner or the Developer in writing.

6 Interest on late payment

- 6.1 If any sum or amount has not been paid to the Council by the date it is due, the Owner or the Developer shall pay the Council Interest on that amount. Such Interest shall accrue on a daily basis for the period from the due date to and including the date of payment.
- 6.2 In the event of any discrepancy with the amount to be paid or paid, liability to pay will not be discharged until the Council has confirmed in writing the amount due has been paid in full.

7 Ownership

- 7.1 The Owner agrees with the Council to give the Council immediate 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.

8 Miscellaneous

- 8.1 Where the agreement, approval, consent, or expression of satisfaction is to be given by any Party or any person on behalf of any Party hereto under this Deed such agreement, approval or consent or expression of satisfaction:

- (a) shall not be unreasonably withheld or delayed; and
- (b) shall be given in writing; and

may be validly obtained only before the act or event to which it applies.

- 8.2 Where any payment of costs or other payments are to be made by the Owner or the Developer to the Council such costs and other payments shall be deemed to be reasonable and proper.
- 8.3 This Deed shall be registrable as a local land charge by the Council in the Register of Local Land Charges maintained by the Council.
- 8.4 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 8.5 If any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable, such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provision of this Deed.
- 8.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner or the Developer) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.7 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions in any capacity (including in particular its capacities as highway authority and local planning authority) and the rights, powers, duties and obligations of the Council under private, public or subordinate legislation may be effectively exercised as if it were not a Party to this Deed.
- 8.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 8.9 The obligations set out in this Deed shall not be enforceable against any individual owner, tenant or occupier of any Dwelling Unit and their successors in title and mortgagee (or any receiver appointed by such mortgagee) and any person who is a successor in title or derives title through or under any such mortgagee (or such receiver).

- 8.10 The obligations within this Deed shall not be enforceable against any Statutory Undertaker or other person with any interest in any part of the Site for the purpose of the supply of gas, electricity, water, drainage, public transport, or telecommunications services.

9 Waiver

- 9.1 No waiver (whether expressed or implied) by the Council 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 from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 Section 73 Consent

- 10.1 In the event that:

10.1.1 Planning Permission is granted pursuant to the Appeal; and

10.1.2 The Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the 1990 Act in respect of the conditions relating to the Planning Permission (and for no other purpose whatsoever) THEN

references in this Deed to the Application and the Development shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

11 Agreements and declarations

- 11.1 The Parties agree that:
- (a) nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and
 - (b) nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

12 Future Chargees

- 12.1 It is agreed that any subsequent mortgagees or chargee of the whole or any part of the Site shall have no liability under this Deed unless it takes possession of the Site (or any part thereof) in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

13 Value added tax

- 13.1 Each amount stated to be payable by the Owner and or the Developer pursuant to this Deed is exclusive of VAT (if any).
- 13.2 If any VAT is at any time chargeable on any supply made by the Owner to the Council under or pursuant to this Deed, the Party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

14 Governing law

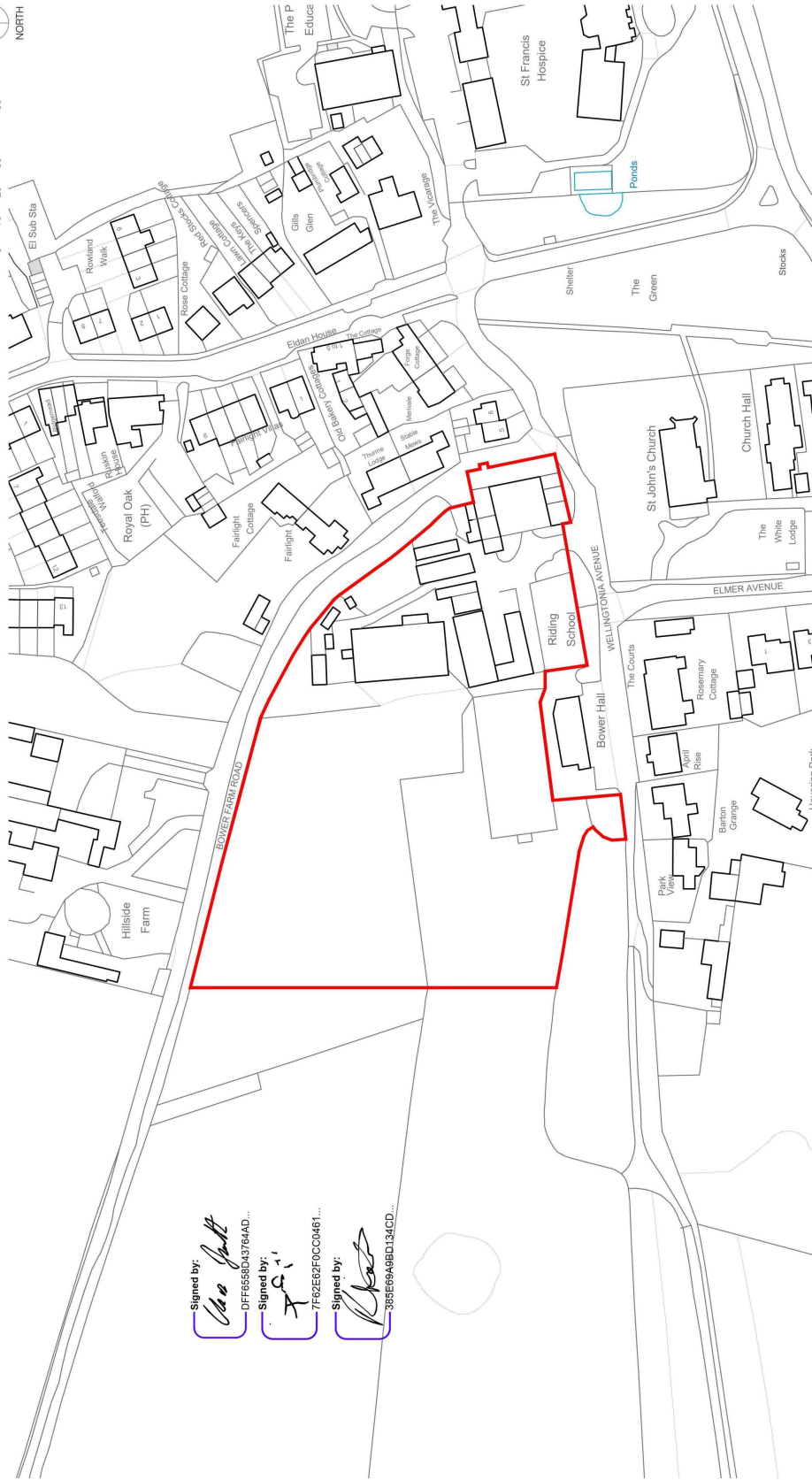
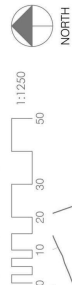
- 14.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15 Fees

- 15.1 The Owner or the Developer shall pay to the Council on or before completion of this Deed the reasonable legal fees and disbursements of the Council incurred in the sum of £850.00 in connection with the negotiation, preparation and completion of this Deed;
- 15.2 The Owner or the Developer shall pay to the council within 7 Working Days of the Planning Inspector's Decision Letter the Monitoring Fee in the event that Planning Permission is granted.

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

Schedule 1
Site Location Plan



Signed by: 
DFF6558D43764AD...

Signed by: 
7F62E62F0CC0461....

Signed by: 
385E99A98D134CD...

[illegible]

Schedule 2
Financial Contributions

1. The Affordable Housing Contribution

The Owner or the Developer shall:

- 1.1 Pay the Affordable Housing Contribution to the Council in full prior to Commencement of the Development; and
- 1.2 Not Commence or suffer or permit Commencement of the Development until the Affordable Housing Contribution has been received in full by the Council.