

DATED

2026

**MARTIN PATTERSON VESSEY, ALAN JOHN CAMM, KENNETH ROSS PATERSON, ALLAN HUNTER YOUNG
AND ISLA SHELAGH MACKENZIE AS THE CHARITY TRUSTEES OF THE DRUG SAFETY RESEARCH TRUST**

to

EASTLEIGH BOROUGH COUNCIL

UNILATERAL UNDERTAKING

Pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 111 of the
Local Government Act 1972 relating to land Bursledon Hall, Blundell Lane, Bursledon,
Southampton, SO31 1AA

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This deed is dated

2026

Parties

- (1) Martin Patterson Vessey, Alan John Camm, Kenneth Ross Paterson, Allan Hunter Young and Isla Shelagh Mackenzie all of 1 London Road, Southampton, SO15 2AE as the charity trustees of THE DRUG SAFETY RESEARCH TRUST (also known as DSRU), a registered charity in England and Wales (number 327206) whose principal office is at Bursledon Hall, Blundell Lane, Bursledon, Southampton, SO31 1AA (**Owner**)
- TO
- (2) Eastleigh Borough Council of Eastleigh House, Upper Market Street, Eastleigh, Hampshire, SO50 9YN (**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 is the registered proprietor of the Property registered at Land Registry under title number HP380602.
- (C) The Owner has by written application numbered F/23/96407 and dated 13 November 2023 (and made valid on 17 November 2023) ("**the Application**") applied to the Council for Planning Permission for the Development of the Property.
- (D) The Owner gives this undertaking and the planning obligations contained herein.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

"the Act"	means the Town and Country Planning Act 1990 (as amended).
"Commencement of Development"	the carrying out in relation to the Development of any material operation as

defined by section 56(4) of the Act save that this specifically excludes works of site clearance, ground investigation and site survey works, ecological works, construction of temporary boundary fencing or hoardings, archaeological investigation, site decontamination or remediation works, the erection of advertisements and site notices and '**Commenced**' and '**Commences**' shall be construed accordingly.

"Contributions"

the payments to be made by the Owner to the Council in respect of:

- (i) the New Forest Mitigation Scheme Contribution; and
- (ii) the Solent Recreation Mitigation Contribution

all index linked in accordance with clause 4 of this Deed.

"Default Interest Rate"

4% above the base lending rate of Barclays Bank Plc from time to time.

"Development"

the development of the Property described in the Application: Conversion of existing office buildings at Bursledon Hall to create 16no. residential flats pursuant to the Planning Permission.

"New Forest Mitigation Scheme Contribution"

the sum of thirty-five thousand, five hundred and twenty pounds (£35,520.00) to be paid by the Owner to the Council to mitigate the impact of the Development on the New Forest.

"Occupation"

means occupation for residential purposes excluding occupation for the purpose of sales or maintaining, fitting out or decoration and reference to "Occupy" and "Occupied" shall be construed accordingly.

"Owner"

means the Owner and/ or Owners and their respective successors in title to the Property.

“Plan”	the plan attached to this deed.
“Property”	the freehold land at Bursledon Hall, Blundell Lane, Southampton, SO31 1AA shown edged red on the Plan and registered at HM Land Registry with absolute title under Title number HP380602.
“Planning Permission”	the planning permission to be granted by the Council in respect of the Application.
“Section 106 Monitoring Contribution”	means the cost of the Council’s Planning Obligations Administrator and Enforcement Officer for monitoring compliance with the terms of this Deed in the sum of three thousand, six hundred pounds (£3,600).
“Solent Recreation Mitigation Partnership”	means the partnership of South Hampshire local authorities and other organisations established to implement measures to mitigate cumulative recreational disturbance of birds within the Solent Southampton Water, Portsmouth Harbour and Chichester and Langstone Harbour Special Protection Areas.
“Solent Recreation Mitigation Contribution”	the sum of eight thousand, nine hundred and ninety six pounds (£8,996.00) to be paid by the Owner to the Council as a contribution towards funding the work of the Solent Recreation Mitigation Partnership.
“Unit”	means a residential flat to be constructed on the Property by the carrying out of the Development and the expression "Units" shall be construed accordingly.
“VAT”	Value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

“Working Day”

any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and email.
- 1.11 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).
- 1.12 References to clauses and schedules are to the clauses and schedules of this deed.
- 1.13 Any words following the term(s) **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.

- 1.15 Nothing (contained or implied) in this Deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.
- 1.16 No failure or delay by the Council to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 1.17 Nothing in this deed prohibits or limits the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

2. Statutory provisions

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the Act, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The obligations contained in clause 3 of this deed 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 persons in the Property and their respective successors and assigns.
- 2.3 This deed comes into effect on the date of Commencement of Development other than clauses 1, 2.3, 5, 6, 7, 8 10, 11, 12, 13 and 14 which shall come into effect on the date of the grant of the Planning Permission.
- 2.4 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the Act.

3. Covenants with the Council

The Owner covenants with the Council:

- (a) to pay the Contributions to the Council prior to the Occupation of any of the Units on the Property;
- (b) not to Occupy any of the Units on the Property unless and until the Owner has paid the Contributions to the Council; and
- (c) to notify the Council in writing within 21 days of the Commencement of Development

4. Indexation of Contributions

The Owner undertakes that the Contributions to be paid to the Council by the Owner under the terms of this deed are required to be index linked and in this respect the relevant payment shall be increased by the percentage by which the Retail Prices Index (excluding mortgages) (“RPIx”) published by the Office for National Statistics (or amendment or replacement thereof) increased from and including:

- (i) November 2022 in respect of the New Forest Mitigation Scheme Contribution; and
- (ii) April 2025 in respect of the Solent Recreation Mitigation Contribution

to the date the relevant payment is received by the Council.

5. 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 or in the part in which the relevant breach occurs, except in respect of any breach subsisting prior to parting with such interest.

6. Determination of deed

This deed shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Commencement of Development;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

7. Local land charge

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

8. Section 73 permission

8.1 If a variation to the Planning Permission pursuant to Section 73 of the Act (a “**Section 73 Permission**”) is granted by the Council in relation to the Development then with effect from the date that such permission is granted the definitions and the obligations in this deed shall in addition to continuing to bind the Property in respect of the Planning Permission

relate to and bind all subsequent Section 73 Permissions and the Property itself without any further act by the parties PROVIDED THAT nothing in this clause shall:

8.1.1 Restrict the ability of the Owner to request a variation to the terms of this deed in connection with the grant of any Section 73 Permissions (which request the Council shall consider in light of all the circumstances); or

8.1.2 Fetter the discretion of the Council in determining:

- (a) Any application(s) under section 73 of the Act; or
- (b) The appropriate nature and/ or quantum of section 106 obligations insofar as they are materially different to those contained in this deed and required pursuant to a determination under section 73 of the Act whether by way of a new deed or supplemental deed pursuant to section 106 of the Act or a modification agreement pursuant to section 106A of the Act.

9. Interest on late payment

If any part of the Contributions have not been paid to the Council before or on the date of Occupation of the first Unit, the Owner shall pay the Council interest on that part of the Contributions at the Default Interest Rate (both before and after any judgment). That interest shall accrue on a daily basis for the period from that date of first Occupation of the first Unit to and including the date of payment.

10. Council's costs

The Owner shall pay to the Council on the date of this deed:

- (a) the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed; and
- (b) the Section 106 Monitoring Contribution

11. Ownership

- 11.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.
- 11.2 Until the obligations in clause 3 have been complied with, the Owner will give to the Council within 10 Working Days the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:
- (a) the name and address of the person to whom the disposition was made; and
 - (b) the nature and extent of the interest disposed of.

12. Notices

- 12.1 A notice or other communication to be given under or in connection with this deed must be in writing and must be:
- (a) delivered by hand; or
 - (b) sent by pre-paid first-class post or other next working day delivery service.
- 12.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:
- (a) to the Council at: Eastleigh Borough Council, Eastleigh House, Upper Market Street, Eastleigh, SO50 9YN marked for the attention of the Head of Legal Services;
 - (b) to the Owner at: Bursledon Hall, Blundell Lane, Bursledon, Southampton SO31 1AA marked for the attention of Derek Hall/ Operations Manager;
 - (c) as otherwise specified by the relevant person by notice in writing to each other person.
- 12.3 Any notice or other communication given in accordance with clause 12.1 and clause 12.2 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that, if delivery occurs:
 - (i) before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day; or
 - (ii) after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;

- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

12.4 A notice or other communication given under this deed is not validly given if sent by email.

12.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. Third party rights

A person who is not a party to this deed does not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

14. 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.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SIGNED/EXECUTED as a DEED by.....)
MARTIN PATTERSON VESSEY.....)

.....
Martin Patterson Vessey

Witness Signature

Witness Name

Witness Address

.....

.....

Witness Occupation

SIGNED/EXECUTED as a DEED by.....)
ALAN JOHN CAMM.....)

.....
Alan John Camm

Witness Signature

Witness Name

Witness Address

.....

.....

Witness Occupation

SIGNED/EXECUTED as a DEED by.....)
KENNETH ROSS PATERSON)

.....
Kenneth Ross Paterson

Witness Signature

Witness Name

Witness Address

.....

.....

Witness Occupation

SIGNED/EXECUTED as a DEED by.....)
ISLA SHELAGH MACKENZIE)

.....
Isla Shelagh Mackenzie

Witness Signature

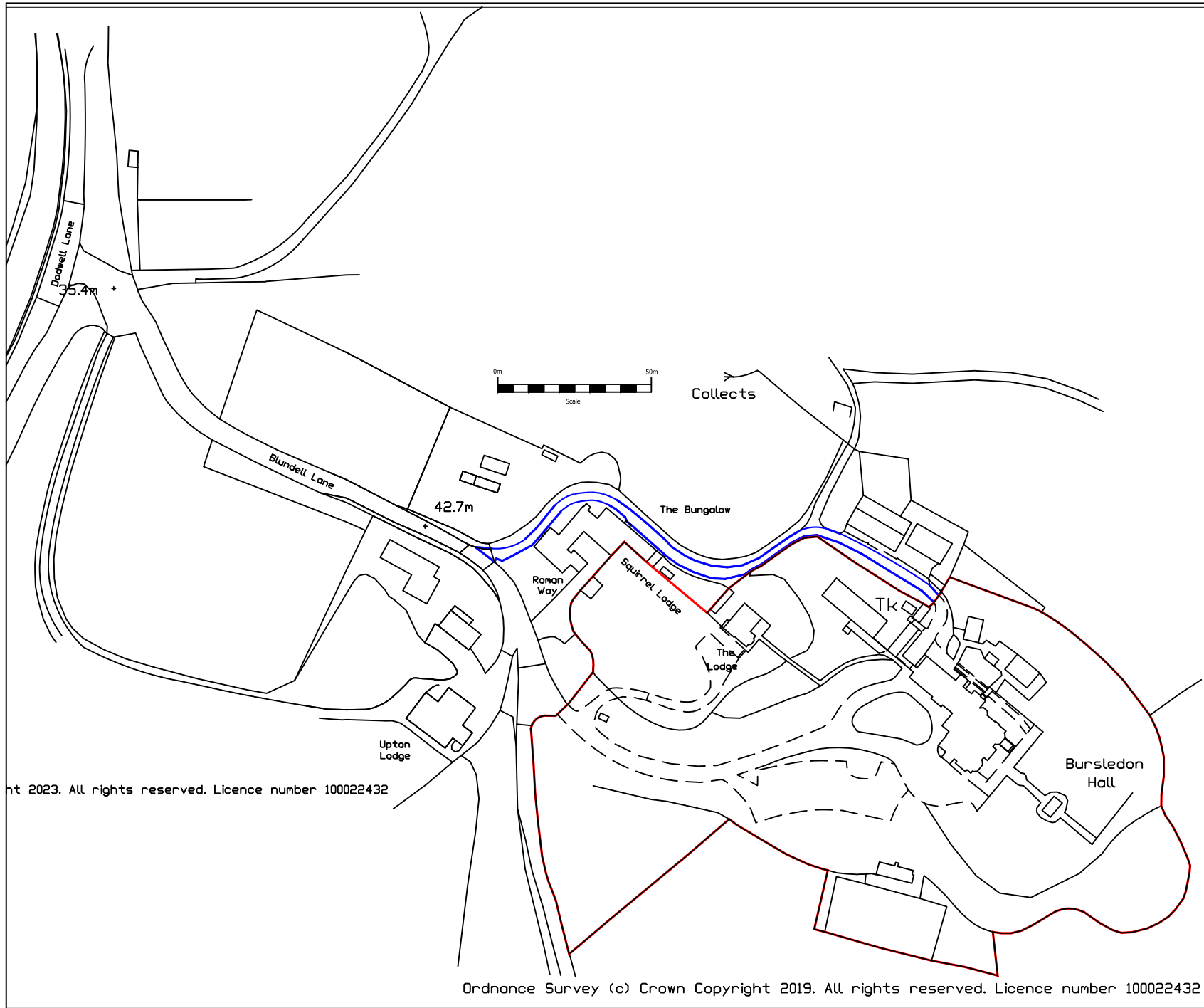
Witness Name

Witness Address

.....

.....

Witness Occupation



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NOTES:

Land Registry:

This survey drawing is a combination of accurate on the ground Topographical Survey Data and OS Mapping morphed together. Topographical Survey Detail can be identified from the AutoCAD layering schedule and OS Mapping Detail can also be identified from the AutoCAD layering schedule. OS mapping Detail is for contextual purposes only and the usual accuracy and detail implications relating to and associated with OS Data apply. This detail does not necessarily denote the legal boundaries.

Northpoint:

The Northpoint position show on this drawing has been located as accurately as possible, but is only indicative of true North

Level Datum:

Levels are related to OSGB15 derived from the GPS network

Grid:

Grid is related to OSGB15 derived from the GPS network

Northpoint:

Encompass Surveys Ltd
Unit 2
Talisman Business Centre
Duncan Road
Park Gate, Fareham
Hampshire, SO31 7GA

Tel: 023 80692002 Email: info@encompass-surveys.co.uk
Fax: 023 80697125 Website: encompass-surveys.co.uk

Client: Achieve Planning	
Survey Location: Bursledon Hall Drug Research Unit Blundell Lane Bursledon, Southampton	
Survey type: Location plan	Scale: 1:1750@A4
Drawing ref: ENC/0912197H#9Loc	Date: December 2019
Drawn/QA: SBE/G.J.L	Revision: