

**TOWN AND COUNTRY PLANNING ACT 1990
PLANNING AND COMPENSATION ACT 1991
TOWN & COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER 1995
APPLICATION FOR FULL PLANNING PERMISSION**

To: Montagu Evans
Premier House
44 - 48 Dover Street
LONDON W1X 4JX

Application No:
97/0017/FD

Applicant: Reading Oracle/BICC Develop.

READING BOROUGH COUNCIL as local planning authority **GRANT**
permission for the following development:

Demolition of existing buildings, redevelopment and change of use to provide: shopping centre (Class A1, A2 & A3), 41 residential units, leisure facilities including multi screen cinema (Class D2), car parking (2390 spaces) and community uses together with associated landscaping etc.,

at THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUY ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

subject to such conditions and for such reasons as may be attached:

Date:

4 April 1997

Head of Planning and
Transport Strategy

**OTHER STATUTORY CONSENTS MAY BE REQUIRED
PLEASE READ THE NOTES ISSUED WITH THIS DECISION NOTICE**

THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUN ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

- 1 The development to which this permission relates must be begun not later than the expiration of five years beginning with the date on which the permission was granted. Reason: to prevent an accumulation of unimplemented planning permissions, and in accordance with Section 91(1) to the Town & Country Planning Act 1990.
- 2 The development to which this permission relates shall be carried out in accordance with the approved plans and details before the last building is occupied, except as may be subsequently agreed in writing by the Local Planning Authority. Reason: to ensure the completion of the development in accordance with the approved plans and details.
- 3 This permission relates only to the plans and drawings listed in Schedule 1 attached. Reason: as some were amended and to clarify which are approved.
- 4 Before any development (as defined in the Informative below), is commenced details, including, where appropriate, plans and a written schedule, showing any phasing of the development shall be submitted to and approved in writing by the Local Planning Authority. Upon approval, the development of each phase shall be carried out in accordance with the approved plans and programme unless otherwise agreed in writing by the Local Planning Authority. Reason: to ensure that development is carried out in an orderly manner and has the minimum impact on the surrounding area, and to ensure that the provision of necessary services, external works and community facilities keep pace with the development.

INFORMATIVE - Commencement of Development is defined as the following:

For the purposes of the conditions the commencement of development on each relevant phase shall occur on the date specified by the developer in a written notice served upon the Council pursuant to condition 5 comprising the carrying out of a material operation as defined by Section (56)4 of the Town and Country Planning Act 1990. With the exception of conditions 4, 7, 8, 23, 25, 59, 69 and 70 the following operations shall be deemed not to constitute the commencement of development:

- (a) Demolition of existing buildings and structures as shown on drawings 1468/1001/B and 2B.
- (b) Archaeological investigation.
- (c) Termination/diversion of existing services.
- (d) Reconfiguration of BT service yard and new 5 way cable route to Minster Street.
- (e) Decontamination works.
- (f) The erection of site security hoardings.
- (g) Site preparation and enabling works comprising:
 - (i) removal of surface/ground obstructions.
 - (ii) works to Gun Street, Yield Hall Lane/Place, 2 - 4 London Street.
 - (iii) opening up of Holy Brook.

THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUN ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

(h) Site investigation comprising:

- (i) ground contamination and ground water survey for the north and south banks of the River Kennet.
- (ii) topographical and physical survey for off site highways and location of British Telecom fibre optics.
- (iii) bore holes and trial pits associated with the River Kennet alignment and bridge foundations.
- (iv) test piling.
- (i) River bank and realignment works to the River Kennet subject to any necessary approvals under condition 20.
- (j) Construction of road bridge over the River Kennet.

5 Notification of the commencement of any phase of the development shall be given to the Local Planning Authority not less than 28 days from the implementation date. Reason: in the interests of ensuring appropriate conditions have been complied with at each phase of development.

6 None of the floorspace in any phase of the development shall be open for trading until all of the elements of that phase (by reference to the approved programme as shall be approved pursuant to condition 4 above), have been completed unless otherwise agreed in writing by the Local Planning Authority. Reason: to ensure that the phasing of the commercial elements do not outpace the associated townscape or highway improvements and the other uses.

7 Unless otherwise agreed in writing by the Local Planning Authority, no development shall take place within the site until the applicant, their agents or successors in title, has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved in writing by the Local Planning Authority. Reason: to ensure that such archaeological material and evidence of significance should be examined during this development and in the interests of protecting the archaeological heritage of the district in accordance with PPG16 (Archaeology and Planning). The address of the relevant office is:

County Archaeological Officer
Berkshire County Council
Shire Hall
READING
Berkshire

8 Except as may be approved under the archaeological scheme approved pursuant to Condition 7, no development shall commence on any phase approved pursuant to condition 4 above until the scheme has been implemented. The developer shall give not less than 6 weeks notice to the Local Planning Authority's nominated archaeologist or archaeological body of its intention to commence development. Reason: to ensure that the necessary observation and examination of the archaeological investigation can take place.

THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUN ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

9 Unless otherwise agreed in writing by the Local Planning Authority the developer shall afford access at all reasonable times to any archaeologist or archaeological body nominated by the Local Planning Authority and shall allow him/her to observe the excavations and record items of interest and finds. The developer shall also provide a scheme for the public viewing/interpretation of archaeological investigations in accordance with the details which shall first have been submitted to and approved in writing by the Local Planning Authority. No development shall take place until such a scheme has been secured unless otherwise agreed in writing by the Local Planning Authority. Reason: to ensure that the necessary observation and examination of the archaeological investigation can take place.

10 Within 12 months of the notification of commencement of the first phase of development pursuant to condition 4, the applicant shall submit to the Local Planning Authority for approval in writing a master plan detailing phased provision for:

- i) public art and heritage, including where relevant the design of street furniture, hard surfaces, railings and the design of the pedestrian bridges and the landmark feature in the south bank car park;
- ii) the use of the public performance space on the south bank and opportunities for street entertainment at key points;
- iii) a waterways interpretation scheme;
- iv) tourist information/interpretation;
- v) facilities for children and
- vi) street naming.

The shopping centre (phase 1) shall not open for trading until such provision has been made in accordance with the approved master plan or phasing programme unless otherwise agreed in writing by the Local Planning Authority. Reason: as such details have not been submitted and in the interests of the amenities of users and heritage of the town.

11 None of the floorspace in any phase of development shall be occupied until full details of the pedestrian bridges and the top of the Millennium Tower have been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details and phasing programme (condition 4) unless otherwise agreed in writing by the Local Planning Authority. Reason: as such details have either not been submitted or approved and in the interests of the integrated development of the scheme.

12 No development shall commence until details showing the means of enclosure (including entrance gates) and other security measures and associated works relating to those elements of the scheme adjoining or abutting the British Telecom buildings in Minster Street have been submitted to and approved in writing by the Local Planning Authority. Thereafter such security measures shall be provided before the shopping centre (phase 1) opens for trading maintained in accordance with the approved details. Reason: in the interests of security for adjoining sites and the public.



THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUN ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

- 13 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, details, including samples, of all external materials and finishes (to include bricks, roofing, cladding, colour and finish of mortar, glazing and joinery) to be used on the walls and roofs of the buildings shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority. Reason: as all such details have not been submitted and in the interests of ensuring that the finished buildings are in keeping with the character of the existing buildings or surrounding area.
- 14 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, a lighting master plan shall be submitted to and approved in writing by the Local Planning Authority. This shall detail the lighting of all public internal or external sites, including car parks, and shall include the means and extent of any decorative or security lighting; the size, design and location of any freestanding or building-mounted lights and their luminance. Thereafter the development shall only be lit in accordance with the approved master plan unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of security and amenity in accordance with local plan policies.
- 15 The Tramways Generating Station shall not be demolished until details for the dismantling, salvage and re-siting of the Tramways Generating Station date plate and surround have been submitted to and approved in writing by the Local Planning Authority. The resiting shall be implemented in accordance with the agreed details unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of industrial heritage.
- 16 Within 6 months of the notification of commencement of the first phase of development pursuant to Condition 4, full details shall be submitted to and approved in writing by the Local Planning Authority showing provision for:

- (i) a childrens creche;
- (ii) public toilets, including those for the disabled;
- (iii) public recycling facilities.

The shopping centre (phase 1) shall not open for trading until such facilities have been provided in accordance with the approved details and thereafter maintained as such unless otherwise agreed in writing by the Local Planning Authority. Reason: as no such details have been agreed and in the interests of users in accordance with local plan policies.

INFORMATIVE - Definition of Creche

Creche is defined as a facility for providing a child minding service for the children of shoppers, staff and other users of the development.



THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUN ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

- 17 Each relevant phase of the development shall not be open for trading until a design guidance scheme for the installation of shop fronts along the riverside, signage, advertisements on all external elevations and advertisements visible from outside the buildings, has been submitted to and approved in writing by the Local Planning Authority. Such a scheme shall comply with the principles set out in the Local Planning Authority's adopted policies for shopfronts and advertising. Reason: in the interests of the final appearance of the scheme and its integration with its surrounding area.
- 18 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking and re-enacting that Order with or without modification) all windows on the external elevations of the department stores and the Riverside link block, shopfronts and the bridge over Minster Street shall be glazed and thereafter maintained in clear glass and shall not be obscured or obstructed in any way unless agreed in writing by the Local Planning Authority. Reason: in the interests of protecting the vitality of the centre as viewed from the exterior and to integrate the development into its surrounding area.
- 19 A window display shall be maintained at all times in all retail display windows and shopfronts on external pedestrian routes unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of vitality and amenity.
- 20 Within 12 months of the notification of commencement of the first phase of development pursuant to condition 4, a phased landscaping scheme shall be submitted to and agreed in writing with the Local Planning Authority. Unless otherwise agreed in writing by the Local Planning Authority, the submitted details shall relate to all hard and soft landscaping, surface treatment of public areas including walkways, access and service roads and all external works and shall include:
 - (i) railings, walls and all other means of enclosure;
 - (ii) planting of trees, shrubs and grass;
 - (iii) formation of banks, terraces and other earthworks;
 - (iv) laying of hard surfaces;
 - (v) related signage and, lighting, refuse bins, public works of art and street furniture;
 - (vi) all other works to the channel and banks of the river Kennet, the Holy Brook and any other exposed water courses within the site;
 - (vii) details of outdoor cafe spaces;
 - (viii) a full programme and timetable of works of implementation;
 - (ix) planting in the car parks where relevant.

In particular the scheme shall make provision for:

- (a) a landscaped walkway along the northern bank of the River Kennet from London Street to Bridge Street, as shown on the approved drawings;

THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUN ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

- (b) a landscaped walkway incorporating a cycleway along the southern bank of the River Kennet from London Street including the provision of a link to the tow path on the adjoining land, as shown on the approved drawings;
- (c) two pedestrian bridges, and one pedestrian/vehicular bridge for access to Yield Hall Place, over the River Kennet, as shown on the approved drawings;
- (d) a landscaped walkway and pedestrian bridge over the Holy Brook in the areas leading from Gun Street to the entrance leading to the Mall, as shown on the approved drawings;
- (e) landscaping/hard surfaces along Mill Lane/London St/Bridge St
- (f) hard surfaces and landscaping of Yield Hall Lane;
- (g) landscaping in the curtilages of the listed buildings.

The landscaping works for each phase shall be carried out in accordance with the approved details. All planting, seeding or turfing shall be carried out in the first planting season following the occupation of the relevant buildings or the completion of each phase of the development, whichever is the sooner. Reason: in the interests of ensuring the redevelopment enhances the visual local environment and in particular the integration of the scheme into its waterway site and adjacent built up areas of the town centre.

- 21 No development shall take place until details showing the access to and design of the service area turning head rear of Gun Street have been submitted to and approved in writing by the Local Planning Authority. The approved works shall be implemented prior to the opening of phase 1 for trading in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the integration of the Conservation Area with the shopping centre.
- 22 Phase 1 of the development shall not open for trading until the approved plans for the re-alignment of the River Kennet upstream of High Bridge and associated works have been implemented. Reason: in the interests of improving recreational navigation in accordance with Policy WAT 10 of the local plan.
- 23 Prior to the commencement of any development details showing the finished levels of the banks of the River Kennet, including any raised or lowered areas, shall be submitted to and approved in writing by the Local Planning Authority. The levels shall be finished in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority. Reason: as no such details have been approved and in the interests of flood protection and maintenance.

THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUN ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

- 24 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, details of the railings and other safety measures along the River Kennet and Holy Brook banks will be submitted to and approved in writing by the Local Planning Authority. The approved works/measures shall be implemented before the shopping centre (phase 1) opens for trading and thereafter maintained as such unless otherwise agreed in writing by the Local Planning Authority. Reason: as no such details have been agreed and in the interests of public safety.
- 25 Prior to the commencement of any development the following details shall be submitted to and approved in writing by the Local Planning Authority:
- (a) any works affecting the bed, banks or flow of the River Kennet, including any outfall structures discharging into the watercourse;
 - (b) any proposed culverts or control structures affecting the bed, banks or flow of the non-main rivers;
 - (c) the erection of any fence, post, pylon, wall or any other building or structure within 8 metres measured horizontally from the foot of any bank of the River Kennet on the landward side or, where there is no such bank, within 8 metres measured horizontally from the top edge of the batter enclosing the river.
- Unless otherwise agreed in writing by the Local Planning Authority the approved works shall be completed before the shopping centre opens for trading. Reason: to ensure that proper land drainage measures are taken.
- 26 Before any development is commenced details of the method of disposal of foul sewage shall be submitted to and approved in writing by the Local Planning Authority. The sewerage works shall be completed in accordance with the approved scheme before each relevant phase of the development is occupied. Reason: to ensure adequate sewerage is provided in the interests of pollution prevention.
- 27 Before any development is commenced details of the means of disposal of surface water shall be submitted to and approved in writing, by the Local Planning Authority. The drainage works shall be completed in accordance with the approved details before each relevant phase of the development is occupied unless otherwise agreed in writing by the Local Planning Authority. Reason: to ensure adequate surface water drainage is provided in the interests of flood protection.
- 28 Surface water from the car parking area shall be passed through a suitable type of oil/grit interceptor that provides at least six minutes retention to the maximum flow prior to any discharge. Details of such provision shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development and implemented prior to the first occupation or use of each relevant phase of the development unless otherwise agreed in writing by the Local Planning Authority. Reason: to ensure that proper pollution control measures are taken.



THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUN ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

- 29 The shopping centre (phase 1) shall not open for trading until details of off site highway works have been submitted to and agreed in writing by the Local Planning Authority and have been carried out, as confirmed or otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of highway and pedestrian safety.
- 30 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, a schedule of directional signs, sign locations and surface markings in the car parks shall be submitted to and approved in writing by the Local Planning Authority and such schedule as may be agreed shall be implemented before the car parks (phase 1 and 2) open for use. Reason: to ensure that pedestrians, cyclists and drivers are not inconvenienced or endangered by the erection of inappropriately designed or sited signage.
- 31 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, a scheme indicating the provision for servicing and deliveries to all the premises within the development shall be submitted to and approved in writing by the Local Planning Authority. The relevant and approved service/delivery arrangements shall be implemented before each phase unless otherwise agreed in writing by the Local Planning Authority and thereafter maintained as such unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of highway and pedestrian safety and integration with servicing for the town centre as a whole.
- 32 There shall be no access for delivery vehicles between the hours of 11am to 4pm on Saturdays and Sundays both into Yield Hall Place from the approved service yard unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of pedestrian safety and to be consistent with other pedestrianised areas of the town.
- 33 No development shall take place until details where relevant have been submitted to and approved in writing by the Local Planning Authority for temporary shoppers parking to be provided during the construction period unless otherwise agreed in writing with the Local Planning Authority. Such parking shall be provided in accordance with approved details. Reason: to protect the viability and vitality of the town centre between the demolition of the existing car parks and re-provision on site in the new scheme.
- 34 Within 3 months of the notification of the commencement of the first phase of development pursuant to condition 4 and notwithstanding any plans approved under condition 3/Schedule 1, details shall be submitted to and approved in writing by the Local Planning Authority for the following:
 - (i) the elevations for the link block between the department stores;
 - (ii) the elevations of the north side of the South Bank car park;
 - (iii) the elevations of the Minster Street overpass;
 - (iv) the elevations of the flank wall facing the BT car park on Minster Street;

THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUN ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

- (v) the canopies for the car park and over the Holy Brook; and
- (vi) Minster Street and rotunda entrances.

Reason: as the submitted plans failed to satisfy aesthetic criteria and/or levels of detail necessary to meet Council requirements for good design.

- 35 The areas shown on the approved drawings reserved for the parking of cars and cycles by occupiers of the adjoining residential units south of Minster Street shall be maintained as such and shall not be used for any other purpose unless otherwise agreed in writing by the Local Planning Authority. Reason: as the lack of on site parking would lead to hazardous or inappropriate use of adjacent streets for parking purposes.
- 36 Unless otherwise agreed in writing by the Local Planning Authority all parking for motor cars, service and other vehicles, motor cycles, cycles and for disabled people shall be constructed, surfaced and marked out and kept available or used for parking at all times. No development, whether or not permitted by the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking or re-enacting that Order with or without modification) shall be carried out on such areas or in such a position as to restrict access to these reserved parking areas. Reason: as the development without these facilities would be likely to lead to vehicles being parked on the public highway to the detriment of road safety and to ensure the development is accessible for all types of transport and to all potential visitors in accordance with the relevant approved standards.
- 37 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, details of measures to control access to and from the public highway and circulation within areas of the car parks shall be submitted to and approved in writing by the Local Planning Authority unless otherwise agreed in writing by the Local Planning Authority. The approved measures shall be installed before each car park is brought into public use and thereafter maintained as such. Reason: in the interests of pedestrian and vehicular health and safety.
- 38 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, details showing defined pedestrian routes into and within the car parks shall be submitted to and approved in writing by the Local Planning Authority. The pedestrian routes shall make full provision for disabled access and shall be provided before each car park is brought into use. Thereafter they shall be retained as such and kept clear of permanent obstruction unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of pedestrian safety.

THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUN ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

- 39 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, details of pedestrian access through the malls in the shopping centre for eighteen hours a day between the hours of 7.00am and 1.00am throughout the year shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details and such access shall be maintained unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the vitality and viability of the town centre and pedestrian convenience.
- 40 The cycle routes as shown on the approved drawings shall be retained unless otherwise agreed in writing by the Local Planning Authority and kept open and clear of obstruction at all times. Reason: in the interests of protecting cycle routes through the scheme that link with other town centre or waterway cycle routes.
- 41 The approved details for external pedestrian routes around the scheme shall be implemented before the shopping centre (phase 1) opens for trading and thereafter remain open and unimpeded for use by the general public for no less than 24 hours a day throughout the year unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the vitality and viability of the town centre and pedestrian safety.
- 42 All public entrances to the department stores, as shown on the approved drawings shall remain open for use by customers at all times when the stores are open for trading unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the vitality and viability of the town centre and pedestrian convenience.
- 43 All parts of the development, including the car parks, shall be designed to be fully accessible to people with disabilities in accordance with details which shall first have been submitted to and approved in writing by the Local Planning Authority within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4. Such details shall include:
- (i) how the layouts, including internal and external circulation spaces, entrances, toilet accommodation and other relevant facilities can be made fully accessible for those with mobility difficulties;
 - (ii) how the interior surface treatments of the lifts, directional signs, entrances, toilets and lighting levels are suited to those with visual impairments; and
 - (iii) how the internal predicted sound levels and circulation patterns are suited to those with hearing disabilities.

THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUM ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

Such provision for those with disabilities shall be carried out in accordance with the approved details and made available before each phase of the development opens for trading and thereafter maintained as such unless otherwise agreed in writing by the Local Planning Authority.

Reason: in the interests of the amenities of future occupants, employees and visitors and in accordance with the Council's policies and practice in respect of access for disabled persons.

- 44 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, details showing the design of any mall, pedestrian walkway or bridge where the gradient exceeds 1:20 shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority. Reason: as any slope greater than 1:20 can create difficulties for those with disabilities and to ensure the development is accessible to all potential visitors.
- 45 Shop mobility units identified on the approved drawings and their associated signage which shall be submitted to and agreed in writing by the Local Planning Authority shall be provided before the shopping centre (phase 1) opens for trading and shall be used for those purposes only and for no other purpose unless otherwise agreed in writing by the Local Planning Authority. Reason: to ensure the development caters for all potential visitors in accordance with local plan policies.
- 46 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 or any order revoking or re-enacting that Order with or without modifications no external telecommunications equipment, incorporating distribution poles or overhead cables, aerials or satellite dishes shall be erected unless otherwise agreed in writing with the Local Planning Authority. Reason: as the site is between a significant waterway and two conservation areas and such facilities need to be judged in that context.
- 47 Measures shall be taken to ventilate the basement and south bank car parks to remove vehicle exhaust fumes and/or enable the control of fumes in periods of high concentrations in the adjacent areas. Details of proposed measures shall be submitted to and approved by the Local Planning Authority in writing within 12 months of the notification of the first phase of development pursuant to condition 4. The approved measures shall be installed and in full working order prior to the commencement of use and thereafter shall be operated and maintained for as long as the basement car park remains in use. Reason: to ensure that vehicle emissions are controlled in the interests of public health and safety.
- 48 In the case of any unit in Class A3 use, suitable ventilation and filtration equipment shall be installed and maintained to suppress and disperse fumes and/or smell created from the cooking operations on the premises. Reason: to ensure that the use has adequate ventilation equipment to ensure that neighbouring properties are not unreasonably polluted by odours from the use.



THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUN ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PERCIE, DUNE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

- 49 Details showing the number, location, size, siting and design of any closed circuit television cameras covering the interior or exterior of the development shall be submitted to and approved in writing by the Local Planning Authority before the relevant phase of the development opens for trading. Such provision shall be made in accordance with the approved details and thereafter maintained as such unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of public security and safety.
- 50 No more than 10 shop units in the interior of the shopping mall shall be used for Class A2 purposes, as defined by the Town and Country Planning Use Classes Order 1987 unless otherwise agreed in writing by the Local Planning Authority. Reason: to ensure the mall retains its vitality in the interests of the future of the town centre as a whole.
- 51 Details of the siting of the units to be used for Class A2 (Financial and Professional Services) in the interior of the shopping mall shall be submitted within 12 months of the notification of commencement of the first phase of development pursuant to condition 4 and approved in writing by the Local Planning Authority. Reason: in the interests of vitality of the mall.

INFORMATIVE - Future proposals for A2 uses in the exterior frontages will be judged according to local plan policies.

- 52 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 or any order revoking or re-enacting that order, with or without modifications, no development consisting of a change of use to a use falling within Class A2 (Financial and Professional Services) of the Town and Country Planning (Use Classes) Order 1987 from a use falling within Class A3 (Food and Drink) of that Order shall take place without the prior written approval of the Local Planning Authority. Reason: to ensure the mall retains its vitality in the interests of the future of the town centre as a whole.
- 53 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 or any order revoking or re-enacting that Order, with or without modifications none of the units fronting the River Kennet or the proposed public house on the Kennet River to be used for Class A3 (Food and Drink) purposes, as defined by the Town and Country Planning (Use Classes) Order 1987 shall be used solely for the sale of hot food for consumption off the premises unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the character and cleanliness of the riverside area.

INFORMATIVE - The word "premises" as used above includes any exterior area agreed for A3 use.

THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUN ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

- 54 The cinema identified on the approved plans shall be used for that purpose only and for no other purpose, including any other purpose in the same Use Class as defined by the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking or re-enacting that Order with or without modification unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the vitality of the scheme after shopping hours and in accordance with local plan policies on town centre leisure uses.
- 55 Unless otherwise agreed in writing by the Local Planning Authority the Citizens Advice Bureau and creche identified on the approved drawings shall be used for those purposes only and for no other purpose, including any other purpose in the same Use Class as defined by the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking or re-enacting that Order with or without modification. Reason: in the interests of the vitality of the town centre, to ensure town centre community facilities are appropriately located and to ensure that development is accessible to all potential visitors.
- 56 The South Bank gallery/display unit identified on the approved plans shall be used for that purpose only and for no other purpose, including any other purpose in the same Use Class as defined by the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking or re-enacting that Order with or without modification unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the vitality of the riverside area and the town centre as a whole.
- 57 Prior to development commencing, details of an action plan to implement and monitor the approved Construction Ecology Report shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the action plan shall be implemented and monitored in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority. Reason: to minimise the impact of development on the environment in accordance with the Council's overall environmental aims and local plan policies.
- 58 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, details of a scheme for recycling waste resulting from the operation of the development shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be secured before the relevant phase of the development opens for trading and thereafter maintained as such unless otherwise agreed in writing by the Local Planning Authority. Reason: to minimise the impact of development on the environment in accordance with the Council's overall environmental aims and local plan policies.

THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUY ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

59 Before any development is commenced on each relevant phase, details shall be submitted to and approved in writing by the Local Planning Authority making provision for a construction method statement for each relevant phase. The construction method statement shall show details of:

- (i) parking of vehicles of site personnel, operatives and visitors;
- (ii) loading and unloading of plant and materials;
- (iii) storage of plant and materials used in constructing the development;
- (iv) treatment of all relevant pedestrian routes and highways within and around the relevant site throughout the course of construction and their reinstatement where necessary;
- (v) times, routes and means of access into the site for construction traffic and delivery vehicles (including the removal of waste from the site and methods of preventing deposition of materials on the public highway;
- (vi) the hours of the day during which construction or other works is intended (normally between 8am and 6pm);
- (vii) the siting, design and size of any temporary buildings;
- (viii) a scheme for security hoardings including decorative displays and facilities for public viewing;
- (ix) a scheme for recycling waste resulting from the construction programme;
- (x) the method of demolition of the existing structures and concrete hard standing (normally to be by hand or hydraulic machinery);
- (xi) measures for the suppression of dust shall be used whilst demolition and construction are in progress. (These measures to include the provision of a water supply at all areas of demolition), and
- (xii) the method of piling (either sheet or loadbearing) on site (normally restricted to auger bored or hydraulic press.)

Thereafter the construction method statement shall be implemented in accordance with the approved details unless otherwise agreed in writing with the Local Planning Authority. Reason: in the interests of highway and pedestrian safety and convenience, residential amenity, amenity and town centre vitality and in accordance with the agreed Construction Ecology Report.

60 No development shall commence until programmes and schedules of works for Nos 2/4 London Street and 19 Bridge Street (Seven Bridges House) shall be submitted to and approved in writing by the Local Planning Authority. Thereafter these works shall be carried out in accordance with the approved details and programme prior to the opening of the first phase of the development for trading unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the vitality of the town centre and the enhancement of the listed buildings which form part of the development site.



THE ORACLE - LAND BOUNDED BY BRIDGE ST, REAR OF GUM ST, MINSTER ST,
YIELD HALL LANE AND PLACE, DUKE ST, LONDON ST AND MILL LANE.

Conditions and Reasons:

- 61 Other than enabling works, no development shall take place on the land currently occupied by buildings used by Reading Transport Ltd until such time as Reading Transport has vacated its Mill Lane depot, unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the public transport facilities integral to the town centre transport network.
- 62 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 or any order revoking or re-enacting that Order, with or without modifications there shall be no subdivision of the department stores shown on the approved drawings into separate shop units unless agreed in writing by the Local Planning Authority. Reason: as the balance between shop units and department store retail floor space has a critical effect on the vitality and viability of the rest of the town centre and the impact of any shift needs to be evaluated by the Local Planning Authority.
- 63 The building envelope of all dwellings shall be so constructed so as to provide sound attenuation against external noise of not less than 40 dB(A), with windows shut and adequate other means of ventilation provided. Reason: in the interests of future residents' amenity.
- 64 Before the development commences the applicant is required to submit a report, prepared in accordance with the provisions of BS4142/BS522b/DoT Calculation of Road Traffic Noise/other, to predict noise levels at the nearest residential boundary, the nearest residential facade or the nearest noise sensitive location. The report should include:
- a large scale plan of the proposed development
 - noise sources and measurement/prediction points marked on plan
 - a list of noise sources
 - a list of assumed noise emission levels
 - details of noise mitigation measures
 - description of noise calculation procedure
 - noise levels at a representative sample of sensitive points
 - comparison of noise levels with appropriate criteria.

Where criteria are exceeded at any location the applicant should explain why that excess is immaterial or what further mitigation will be undertaken to ensure that criteria will be met. Reason: in the interests of protecting existing or future residents and other noise sensitive sites from unreasonable disturbance from noise likely to be caused by the development.

- 65 No open storage of materials, products, plant or equipment shall be carried out on the land following completion of each phase of the development. Reason: in the interests of protecting the appearance of the area and local residents from unreasonable noise and smells.

THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUN ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

- 66 The number of A3 uses within the proposed covered area of the mall shall not fall below four units unless otherwise agreed in writing by the Local Planning Authority. Reason: To provide a balance of uses in the interior of the mall to ensure its vitality.
- 67 Within 6 months of the notification of the commencement of the first phase of development pursuant to condition 4, details of the entrance area from Minster Street south to the proposed department store, shall be submitted and approved in writing by the Local Planning Authority. Reason: To ensure the main entrance from Minster Street is lively and welcoming, in the interests of amenity and vitality.
- 68 The number of cycle parking spaces on the development site provided for the public shall not fall below 230 spaces and for the staff below 30 spaces. Details of devices for securing the cycles/motorcycles into place shall be submitted to and agreed in writing by the Local Planning Authority and thereafter maintained unless otherwise agreed in writing by the Local Planning Authority. Reason: In the interests of the Council's transport strategy to support motorcycle and cycle trips to the town centre.

INFORMATIVE:

The location of these spaces will be spread through the site and found in the South Bank car park, basement service areas, and as shown on the landscaping plans in the spaces around the buildings.

- 69 Notwithstanding the details as shown in the approved plans listed in Schedule 1 and prior to the commencement of development, further details of the design of the replacement Bailey Bridge shall be submitted to and approved in writing by the Local Planning Authority and thereafter implemented unless otherwise agreed in writing by the Local Planning Authority. Reason: as these details have yet to be agreed and in the interests of heritage and amenity.
- 70 Prior to the commencement of any development, the decontamination works pursuant to the investigation and proposed remediation report shall be carried out to the written satisfaction of the Local Planning Authority. Reason: In the interests of environmental protection, with particular regard to the watercourses.
- 71 There shall be no contract parking in the proposed North and South bank car parks unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the vitality of the town centre and the Council's transport strategy.



THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST., REAR OF GUN ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

- 72 If within a period of three years from the date of the planting of any tree or shrub, or any tree or shrub planted in replacement of it, is removed, uprooted or destroyed or dies or becomes in any way defective in the opinion of the Local Planning Authority, another tree or shrub of the same species and size of that originally planted shall be planted at the same place unless otherwise agreed in writing by the Local Planning Authority. Reason: to ensure that any trees or shrubs planted as part of the landscaping scheme are replaced in accordance with that scheme.
- 73 Prior to opening of phase 1 for trading, details of the following management plans shall be submitted to and approved in writing by the Local Planning Authority:
- (i) landscape management plan;
 - (ii) open space management plan;
 - (iii) car park management plans;
 - (iv) Shopmobility management plan.

Reason: In the interests of the transport strategy and the vitality and viability of the town centre through sensitive management of the proposed development.

INFORMATIVE:

Prior to submission of these details, a list of the relevant elements of each plan will be supplied by the Local Planning Authority to ensure their concerns are appropriately covered.

- 74 Notwithstanding any plans approved under condition 3 schedule 1, within 6 months of the notification of the commencement of the first phase of development pursuant to condition 4, a revised ground floor layout for the car park shall be submitted and approved in writing by the Local Planning Authority to include consideration of provision of toilets, cycle parking, drop off/pick up for cinema users and highway layout details. Reason: the details submitted are not fully acceptable on grounds of the safety and convenience of future users.
- 75 Notwithstanding any approval under condition 3/schedule 1, within 6 months of the notification of the commencement of the first phase of development pursuant to condition 4, revised massing and layout for the east end of the leisure development shall be submitted to and agreed in writing by the Local Planning Authority. Reason: as the submitted plans did not meet conservation area or highway layout concerns.

THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUN ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

INFORMATIVES:

SECTION 106 AGREEMENT

A Section 106 Agreement relates to this site.

ENVIRONMENT AGENCY

The Local Planning Authority will have regard to the requirements of the Environment Agency, as set out in the letter of 30 November 1995, (ref SU77SW/17/7/SC/CO766/2287) in ensuring that the land drainage and associated matters are properly dealt with.

DRAINAGE & SANITARY PROVISION

All retail units shall be provided with a connection to main drainage (at a diameter of at least 110mm).

All retail units with a retail floor area greater than (50 m²) shall be provided with flush sanitary accommodation connected to main drainage for the use of employees. Units with a floor area in excess of (100 m²) shall be provided with separate facilities for male and female.

All units used for restaurants or cafes shall be provided within the unit with flush sanitary accommodation connected to main drainage for the use of members of the public taking refreshment at those premises. Separate facilities shall be provided for male and female and include provision for disabled persons. Where the Head of Planning agrees in writing that suitable provision exists nearby that provision may be used.

GLAZING SAFETY

All glazed areas shall be of a design or be so constructed that they may be cleaned safely.

SECURED CAR PARKS

Thames Valley Police promote safe design through their SECURED BY DESIGN literature. It is expected that their guidance note on car park design will have been met and that the proposed car parks will achieve the appropriate accreditation prior to opening.

SAFETY AUDIT

Prior to the opening of the centre for trading it would be helpful to the Council and Police Authority to have submitted a 24 hour safety audit of the external pedestrian routes so that sufficient and appropriate town centre policing of the centre can be agreed.

ADVERTISEMENTS

The applicants attention is drawn to the fact that the display of any advertisement is subject to the Control of Advertisements Regulations 1992 and may require separate consent from that authority.



THE ORACLE SITE (LAND BOUNDED BY BRIDGE ST, REAR OF GUN ST, BROAD ST, MINSTER ST, YIELD HALL LANE & PLACE, DUKE ST, LONDON ST AND MILL LANE)

Conditions and Reasons:

OTHER RELEVANT CONSENTS

The applicant's attention is drawn to the fact that the approved development and its construction, and the demolition of existing buildings may need to satisfy other relevant legislation, for example as applied by the Council's Environmental Health or Building Control Sections. Before any work commences on site the applicant is strongly advised to contact these sections to ensure that any other statutory provisions are complied with.

TIMING FOR RELEVANT CONDITIONS TO BE MET

Conditions to be met prior to any development commencing:
4, 5, 7, 8, 23, 25, 69, 70.

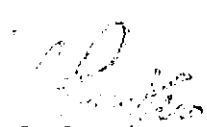
Conditions to be met prior to each phase of 'commencement' save for those activities described by Informative, Condition 4:
5, 9, 12, 21, 26, 27, 28, 33, 34, 57, 59, 60, 64.

Conditions to be met within 6 months of commencement of phase 1:
16, 67, 74, 75

Conditions to be met within 12 months of commencement of phase 1:
10, 13, 14, 20, 24, 30, 31, 37, 38, 43, 44, 47, 51, 56.

Conditions to be met prior to the relevant phase opening:
6, 11, 17, 29, 39, 41, 45, 49, 73.

Date: 4 Apr. 1997


**Head of Planning and
Transport Strategy**

The Oracle Site - Application No: 97/0017/FD

Schedule of Drawings

<u>1468/</u>		<u>Title</u>
6078	Multi Storey Car Park	Level 4 Plan
6080A *	South Bank	North and South Elevation
6081	South Bank	East and West Elevation
6082 *	Car Park	Detail Elevation
6083	Car Park	Detail Elevation
6084	Car Park	Detail Elevation Planting Bay
6085	Car Park	Ramp Elevation
6086	Car Park	Central Brick Elevation
6087	Car Park	Central Brick Elevation
1026C	Yield Hall Bridge	Plan Elevation, Section

- * All plans noted above are approved subject to the qualifications found in Conditions 11, 34, 67, 74, 75



The Oracle Site - Application No: 97/0017/FD

Schedule of Drawings

1468/		Title
0300	Location Plan	
10095A *	Scheme Design Layout	Riverside Level
10096A	Scheme Design Layout	Yield Hall Place Level
10097A *	Scheme Design Layout	Town Mall Level
10098	Scheme Design Layout	Roof Car Park Level 1
10099Rev E	Scheme Design Layout	Roof Car Park Level 2
664B	Public House	Plans and Elevations
834	Broad Street Entrance	Support Detail
4010H *	GA Riverside Level	Zones A, F, C and D
4011G	GA Riverside Level	Zones E, B and G
4013H	GA Yield Hall Place Level	Zones A, F, C and D
4014J *	GA Yield Hall Place Level	Zones E, B and G
4015F	GA Yield Hall Place Level	Zone H
4016G	GA Yield Hall Place Level	Mezzanine Level Zones A, F, C and D
4017G	GA Yield Hall Place Level	Mezzanine Level Zones E, B and G
4018H	GA Town Mall Level	Zones A, F, C and D
4019E	GA Town Mall Level	Zones E, B and G
4020G	GA Town Mall Level	Zone H
4021F	GA Town Mall Level	Mezzanine Level Zones A, F, C and D
4022E	GA Town Mall Level	Mezzanine Level Zones E, B and G
4023F	GA Car Park Level	Zones A, F, C and D
4024J	GA Car Park Level 1	Zones E, B and G
4026F	GA Car Park Level 1	Zones A, F, C and D
4027F	GA Car Park Level 2	Zones E, B and G
4029D	GA Roof Level	Zones A, F, C and D
4030D *	GA Roof Level	Zones E, B and G
4050D	Sections A-A, C-C, E-E, K-K	
4051C	Section B-B	
4052E *	Sections D-D and I-I	
4053D	Section F-F	
4054C *	Sections R-R, L-L, J-J	
4055C	Sections M-M, N-N	
4056B	Debenhams Sections	Section S-S, T-T and W-W
4057A	House of Fraser	Section U-U, V-V
4060E	House of Fraser	Elevation
4061D *	Link Block	Elevation
4062D	Debenhams	Elevation
4063E	Yield Hall Place	Elevation
4064F *	Minster Street	Elevation
4065E	Holy Brook	Elevation
4066D	Car Park Ramp	Elevation
4067E	House of Fraser	Bridge Street Elevations
4068D	Minster Street North	Elevation
4069C *	Holy Brook	Section
4070C	Broad Street	Elevation
4071C	Flank Wall to BT Exchange	
4072C	Residential Block Minster St	Elevation
6075 *	Multi Storey Car Park	Riverside Level Plan
6076	Multi Storey Car Park	Mezzanine Level Plan
6077	Multi Storey Car Park	Levels 1, 2 and 3 Plans



NABARRO NATHANSON

Still waiting for
set of properly coloured
plans and 3736568/1/1/4A

DATED the 24th December 1996

(1) READING BOROUGH COUNCIL

(2) BICC DEVELOPMENTS LIMITED

(3) BICC PLC

AGREEMENT

under Section 106 of the
Town and Country Planning Act 1990
in respect of the Oracle, Reading

Campbell Hooper
35 Old Queen Street
London SW1H 9JD

Tel: 0171 222 9070

JL/KAC/H1380/21/lzg KAC0534 23/12/96

INDEX

<u>Clause</u>	<u>Heading</u>	<u>Page No.</u>
1.	INTERPRETATION	3
2.	POWERS	17
3.	CONDITIONALITY OF AGREEMENT	17
4.	RESTRICTIONS ON IMPLEMENTATION OF DEVELOPMENT	17
5.	BINDING OTHER LAND	18
6.	THE 1982 PERMISSION THE 1982 AGREEMENT THE 1991 PERMISSION THE 1991 AGREEMENT THE 1992 PERMISSION AND THE 1992 AGREEMENT	18
7.	COVENANTS BY THE DEVELOPER	19
7.1	Improvement Works	19
7.2	Pedestrian Routes	20
7.3	Car Parking	21
7.4	Archaeological	22
7.5	Air Quality Monitoring	23
7.6	Alterations and Change of Use	23
7.7	Public Art	25
7.8	Affordable Housing	25
7.9	On Site Residential	26
7.10	Phasing	26
8.	COVENANTS BY COUNCIL	27
9.	SURETY	29
10.	AGREEMENT AND DECLARATION	30
11.	NOTICES	31
12.	REGISTRATION	31

THIS AGREEMENT is made the

24 December 1996

1996

BETWEEN:-

- (1) **READING BOROUGH COUNCIL** of the Civic Centre Reading RG1 7TD ("the Council") and
- (2) **BICC DEVELOPMENTS LIMITED** whose registered office is at Devonshire House Mayfair Place London W1X 5FH ("the Developer")
- (3) **BICC PLC** whose registered office is at Devonshire House Mayfair Place London W1X 5FH ("the Surety")

WHEREAS:

- (A) The Council is the local planning authority for the Borough of Reading and is the freehold owner of the Green Land within the Application Site
- (B) The Developer has freehold or leasehold interests in respect of the Blue Land within the Application Site
- (C) The planning permission herein defined as the 1982 Permission was granted on 12 October 1982 but has not been implemented insofar as it relates to the Application Site
- (D) In connection with the 1982 Permission the Application Site is wholly or partly the subject of the provisions of the 1982 Agreement which imposes restrictions or regulations upon the carrying out of the development the subject of the 1982 Permission
- (E) The 1991 Permission was granted on 9 October 1991 for the development of the Application Site but has not been implemented
- (F) In connection with the 1991 Permission the land is the subject of the provisions of the 1991 Agreement which imposes restrictions or regulations upon the carrying out of the development the subject of the 1991 Permission

- (G) The 1992 Permission was granted on the 12 June 1992 for the development of the Application Site but has not been implemented
- (H) In connection with the 1992 Permission the land is the subject of the provisions of the 1992 Agreement which imposes restrictions or regulations upon the carrying out of the development the subject of the 1992 Permission
- (I) The Compulsory Purchase Order to assemble into one ownership outstanding interests in the Application Site to facilitate its redevelopment was made by the Council on the 18 October 1991 was confirmed (with modifications) by the Secretary of State for the Environment on the 31 December 1993 and Notice of Confirmation was published on the 6 May 1994
- (K) The Council having regard to the development plan and to all material considerations wishes to restrict or regulate the carrying out of the Development the subject of the Planning Application in the manner set out in this Agreement
- (L) The Council has resolved that the Planning Permission should be granted for the Development subject to the imposition of certain conditions on the notice of approval thereof and the covenants on the part of the Developer as hereinafter provided
- (M) The Council is of the view that their housing objectives as outlined in Policy HSG2 of the Reading Borough Local Plan could best be achieved if the Affordable Housing element of the Development were to be provided off site and accordingly agreement has been reached with the Developer for the payment by the Developer to the Council of a contribution towards the cost of meeting the Council's housing objectives
- (N) In order to facilitate the construction and completion of the Development the Council has agreed to the making of an application to the Secretary of State for the Additional Stopping-Up Order and (should the same be required by the Developer) an Additional Compulsory Purchase Order both Orders being intended to be sought and confirmed pursuant to the relevant powers contained in the 1990 Act as herein provided.

NOW THIS DEED WITNESSES as follows:-

1. **INTERPRETATION**

1.1 In this Agreement the following words and expressions (set out in alphabetical order) shall unless the context otherwise requires or admits have the following meanings:-

"Additional Compulsory Purchase Order" An Order to be made by the Council for the compulsory acquisition of all interests in the land shown delineated as Area S on Plan F being drawing number 3T36568/B/16A.

"Additional Stopping-Up Order" An Order to be made by the Secretary of State for Transport pursuant to Section 247 of the 1990 Act authorising the Stopping Up of the 3 areas of highway shown delineated as areas P R S and T on Plan F.

"Affordable Housing" housing provided in accordance with Reading Borough Local Plan Policy HSG2

"Approved Plans" the plans to be approved in connection with the grant of the Planning Permission as listed in Schedule 1 Part 2

"Application Site" the land bounded by Gun Street Minster Street Broad Street Duke Street London Street Mill Lane and Bridge Street Reading and shown edged red on Site Plan A

"Blue Land" all those freehold parcels of land which are shaded blue on Site Plan A and those leasehold interests shown coloured

red on Site Plan B

"Compulsory Purchase Order"

the Reading Borough Council (Minster Street Broad Street King Street London Street Mill Lane Bridge Street and Gun Street) Compulsory Purchase Order 1991 for the compulsory acquisition of interests within the Application Site made by the Council on the 18 October 1991 pursuant to its powers under section 226 of the 1990 Act and the Acquisition of Land Act 1981 confirmed with modifications by the Secretary of State for the Environment on 31 December 1993 in respect of which Notice of Confirmation was published on 6 May 1994

"County Environment Officer"

the County Environment Officer for the time being of the County Council and includes any officer to whom the function of the County Environment Officer in respect of archeological matters shall have been transferred and shall include any person or body duly authorised to act on behalf of the County Environment Officer or other officer in such respect

"Creche"

the provision of a facility within the Development fitted out in accordance with a specification to be approved by the Council for the purpose of providing a child minding service for the children between 2½ and 8 years of age of shoppers and other bona fide users and staff of the Development for a maximum

of four hours duration in any one day
such facility to be open during the usual
opening hours of the Shopping Centre

"Development"

redevelopment and change of use of the
Application Site to provide retail
residential leisure catering gallery and
community uses car parks associated
transport works landscaping open space
bridges and river works offices storage
landmark features public conveniences
and the Creche

"Development Agreement"

an agreement to be entered into between
the Council (1) the Developer (2) and
BICC PLC (3) for the carrying out of the
Development

"Development Period"

in relation to each Phase of the
Development the period commencing on
Implementation of the Phase and
expiring respectively at the end of the
last of the following consecutive number
of calendar months thereafter:

- Phase 1 - 36 months
- Phase 2 - 36 months
- Phase 3 - 21 months

and in relation to the Development as a
whole the period of 69 months
commencing on Implementation of the
Development (subject to any extensions
of time which may be allowed to the
Contractor pursuant to the building
contract for the construction of the
Development as referred to in clause 25

of the JCT 80 Standard Form of Building Contract)

"Green Land"

all those parcels of land which are respectively shown shaded green on Site Plan A

"Highways Agreement"

the agreement to be made between the Council (1) Berkshire County Council (2) the Developer (3) and BICC PLC (4) pursuant (inter alia) to Sections 38 and 278 of the 1980 Act and Section 106 of the 1990 Act relating (inter alia) to the carrying out of off site highway works and improvements in association with the construction of the Development on the Application Site and including appropriate provisions for:

- (a) the obligation to carry out the Highway Works (as therein defined);
- (b) the acquisition of Berkshire County Council land and
- (c) the payment of the Contribution (as therein defined)

"Implementation"

the date specified by the Developer in a written notice to be given to the Council (or if such notice does not specify a date the date of the notice) of its intention to commence the relevant Phase of the Development in accordance with the Planning Permission

of
or

(If earlier) the commencement of the relevant Phase of Development in accordance with the Planning Permission by the carrying out on the Application Site of a material operation as defined in section 56(4) of the 1990 Act (and "Implement" and "Implemented" shall be construed accordingly)

Save that the operations referred to in paragraphs (a) to (k) below shall be deemed not to constitute Implementation for the purposes of this Agreement:

(a) Demolition of existing buildings and structures Provided That any listed buildings or unlisted buildings in a conservation area may only be demolished where listed building consents or conservation area consents (as the case may be) have been obtained and the proposed demolition:

(i) is necessary for archaeological investigation; or

X (ii) is necessary for the reconfiguration of the British Telecom service yard; or

(iii) has been agreed in writing

with the Council

- (b) archaeological investigation
- (c) termination/diversion of existing services (provided these do not affect third party rights)
- (d) reconfiguration of British Telecom service yard and new 5 way cable route out to Minster Street
- (e) decontamination works
- (f) the erection of site security hoarding
- (g) site preparation and enabling works comprising:
 - (i) removal of surface/ground obstructions
 - (ii) works to Gun Street Yield Hall Lane/Place 2-4 London Street and 19 Bridge Street (some of which works may be Improvement Works)
 - (iii) opening up of Holy Brook
- (h) site investigation comprising:
 - (i) ground contamination and ground water survey for the north and south banks of the River Kennet

- (ii) topographical and physical survey for off site highways and location of British Telecom fibre optics
- (iii) bore holes and trial pits associated with the River Kennet re-alignment and bridge foundations
- (iv) test piling and pile probing
- (i) river bank works to the River Kennet being part of the Improvement Works and comprising the installation of replacement sheet piling to river bank and ground anchors, associated drainage works and construction of a fire path in accordance with details approved by the Environment Agency and/or British Waterways Board as appropriate and by the Council pursuant to the Planning Permission
- (j) realignment works to the River Kennet being part of the Improvement Works and comprising moving the north and south bank of the river adjacent to the proposed road bridge including the removal of existing sheet piling local services

diversion/termination localised damming and installation of sheet piling works to re-form the gravel bed to the river and realignment of the fibre optics cable in accordance with details approved by the Environment Agency and/or British Waterways Board as appropriate and by the Council pursuant to the Planning Permission

(k) Construction of road bridge over the River Kennet being part of the Improvement Works Provided That:

(i) no wearing course is applied prior to completion of Phase 1 of the Development (other than as may be required for health and safety reasons as agreed with the Council);

(ii) the said road bridge has been constructed in accordance with details previously approved by the Council pursuant to the Planning Permission;

(iii) A temporary pedestrian bridge is provided in accordance with details previously approved by the Council if it is not possible

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to provide safe pedestrian
access across the new road
bridge

(and for the avoidance of doubt
implementation shall be deemed
to have occurred on the date of
breach of any of the provisos (i)
(ii) or (iii) listed above)

(l) Any other works as may be
agreed in writing by the Council

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"Improvement Works"

(a) the re-alignment of the stretch of
the River Kennet within the
Application Site in accordance
with a scheme to be submitted to
and approved by the Council

(b) improvements to the land at the
rear of the properties on Gun
Street and shown edged red on
Plan D being drawing number
1468/10065 to include paving of
the access road and parking areas
and hard and soft landscaping
around the Holy Brook

(c) the construction of a ramp or
similar arrangement to facilitate
pedestrian and cyclist access
from the west side of Bridge
Street to the adjacent riverside
towpath

(d) repaving of Broad Street shown
on Plan E being drawing number

"Phase 1"	that part of the Development comprising the Shopping Centre, car park over up to Minster Street and south to River Kennet and bridges the extent of which is shown edged red on Plan C being drawing number 1468/10028C
"Phase 2"	that part of the Development south of the River Kennet including the car park restaurants and public house the extent of which is shown edged green on Plan C
"Phase 3"	that part of the Development comprising the existing Debenhams site north of Minster Street to Broad Street the extent of which is shown edged purple on Plan C
	and reference to a Phase shall be construed accordingly.
"Planning Application"	the application number 95/0740/FD dated 25th September 1995 for full planning permission to carry out the Development on the Application Site
"Planning Permission"	the detailed planning permission to be granted by the Council pursuant to the Planning Application following the completion of this Agreement containing the conditions in the form set out in Schedule 1
"Practical Completion"	the date of the Certificate of Practical Completion issued by the Architect

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instructed by the Developer under the building contract for the construction of the Development in relation either to a Phase of the Development or the Development as a whole (as the context so admits)

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"Public Art"

specific features of art to be erected or installed by the Developer within or incorporated into the Development (and for the avoidance of doubt these works are additional to those works comprised in the Planning Application) at its own cost such cost not to exceed the sum of One Hundred and Fifty Thousand Pounds (£150,000)

"Road Traffic Regulation Act Orders"

such orders to be made by the Council under the Road Traffic Regulation Act 1984 as may reasonably be required for the early implementation and efficient operation of the Development

"Shopping Centre"

that part of the Development comprising retail floorspace which includes two department stores large and small retail units and related storage a public house and restaurants the Creche community advice and information unit shopmobility unit public conveniences and plant

"Shopping Centre Car Park"

a two storey decked car park forming part of the Shopping Centre comprising not more than 838 car parking spaces with access to and from Bridge Street together with shopping trolley storage

	areas access roads and ramps and other ancillary areas together with all machinery and equipment controlling access and egress and for the collection of charges
"Site Plan A"	the plan number 1468/10042D annexed hereto
"Site Plan B"	the plan number 1468/10043C annexed hereto
"South Bank Car Park"	a multi-storey car park on the south bank of the River Kennet comprising not more than 1,468 car parking spaces with access to and from Mill Lane and public toilets together with all access roads and ramps and all other ancillary areas together with all machinery and equipment controlling access and egress and for the collection of charges
"Statutory Provisions"	the provisions of sections 33 of the Local Government (Miscellaneous Provisions) Act 1982 (as amended by section 62 of the Berkshire Act 1986 (insofar as the same is applicable) section 111 of the Local Government Act 1972 and section 106 of the 1990 Act (as amended)
"Stopping-Up Order"	the Stopping-Up of Highways (Royal County of Berkshire) (No 3) Order 1995 made by the Secretary of State for Transport on 12 April 1995 authorising the stopping-up of Yield Hall Lane, Yield Hall Place, part of Earley Place, the road formerly known as Gas Lane, part of

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Minster Street, highway/highway land on the north-west side of Mill Lane, five unnamed access ways and two footpaths at Reading in the Royal County of Berkshire.

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"Trust"

the Oxford Archaeological Unit of Janus House Osney Mead Oxford OX2 0ES or such other professionally qualified archaeological body as shall be appointed by the Developer

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"1982 Permission"

the planning permission granted by the Secretary of State for the Environment on 12 October 1982 in respect of Application No. 80/TP/1 195 for housing, offices, shopping, public house, restaurant, cultural, leisure and open space purposes together with car parking and roads

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"1982 Agreement"

the agreement made under (inter alia) section 52 of the Town and Country Planning Act 1971 between the Council (1) and Courage Limited of the Bristol Brewery Georges and Company Limited H and G Simmonds Limited Courage Brewing Limited and Canwal Limited (2) as amended by the agreement made under (inter alia) Section 52 of the Town and Country Planning Act 1971 between the Council (1) and Closearm Limited Barclays nominees (George Yard) Limited (2)

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"1991 Permission"

the outline planning permission granted by the Council in respect of Application

no. 89/1163/OA for retail, leisure, offices residential units and a new riverside walkway together with associated car parking and service areas

"1991 Agreement"

the agreement made under (inter alia) Section 106 of the 1990 Act on the 9 October 1991 between the Council (1) The Reading Oracle Limited (2) Skydart Properties Limited (3) Sharepatch Property Management Limited (4) London & Edinburgh Trust PLC (5) and the Developer (6)

"1992 Permission"

the planning permission granted by the Council in respect of Application No. 90/1021/FD for redevelopment and change of use comprising new retail (41,183 sq.m.) 51 residential units, leisure (9,308 sq.m.) offices (20,433 sq.m.) car parks catering (A3) (2,814 sq.m) community uses servicing plant circulation landscaped open space highways bridges river works

"1992 Agreement"

the planning obligation by agreement made under (inter alia) Section 106 of the 1990 Act on 12 June 1992 between the same parties as the parties to the 1991 Agreement

"1990 Act"

the Town and Country Planning Act 1990 (as amended)

"1980 Act"

the Highways Act 1980

1.2 Any restriction on occupation of any part of the Development shall not thereby restrict occupation for the purposes of fitting out

1.3 The index clause headings and schedules in this Agreement do not affect the interpretation and construction of the Agreement

2. POWERS

2.1 This Agreement is made pursuant to the Statutory Provisions

2.2 Covenants given and obligations entered in to by the Developer by virtue of this Agreement:

- (a) restricting the development or use of the Application Site in any specified way;
- (b) requiring specified operations or activities to be carried out in on under or over the Application Site;
- (c) requiring the Application Site to be used in any specified way; or
- (d) requiring a sum or sums to be paid to the authority on a specified date or dates periodically

are planning obligations for the purposes of Section 106 of the 1990 Act which are enforceable by the Council

3. CONDITIONALITY OF AGREEMENT

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This Agreement (with the exception of clauses 4; 7.3.5; 7.4.1[^] and 7.5[^] which shall take effect immediately) shall not take effect unless and until the Planning Permission shall have been granted and implemented

4. RESTRICTIONS ON IMPLEMENTATION OF DEVELOPMENT

4.1 The Developer hereby covenants with the Council that it will not implement the Development (whether in relation to the Application Site as a whole or

any part thereof) without the Council's written consent until:-

- 4.1.1 the Highways Agreement has been completed
 - 4.1.2 the Development Agreement has been exchanged
 - 4.1.3 those parts of the Application Site covered by the Compulsory Purchase Order have been vested in the Council pursuant to the Compulsory Purchase Order or otherwise
- 4.2 If the Developer demolishes any existing buildings and structures as provided in paragraph (a) of the definition of "Implementation" then if so required by the Council all affected parts of the Application Site in excess of 0.5 hectare which have adequate means of vehicular access will be cleared and surfaced as soon as reasonably practicable to a standard agreed with the Council and used as temporary car parking until such time as the relevant Phase of the Development affecting the part of the Application Site in question is implemented Provided That this obligation will not apply to any part of the Application Site if Implementation of the relevant Phase is programmed to occur within 6 months of the said demolition and Provided Further That this obligation will not apply to any part of the Application Site in which at the date of this Agreement National Car Parks Limited has an interest save to the extent for which National Car Parks Limited gives its consent where such consent is necessary

5. BINDING OTHER LAND

The Developer further hereby covenants with the Council that as soon as reasonably practicable after it has acquired any further freehold or leasehold interest in the Application Site apart from the Blue Land it will by deed confirm that such further interest is bound by the provisions of this Agreement

6. THE 1982 PERMISSION THE 1982 AGREEMENT THE 1991 PERMISSION THE 1991 AGREEMENT THE 1992 PERMISSION AND THE 1992 AGREEMENT

Upon the Implementation of the Development by the Developer it is hereby agreed and declared between the parties as follows:-

- 6.1 no further development shall take place by virtue of the 1982 Permission the 1991 Permission and the 1992 Permission
- 6.2 the 1982 Agreement the 1991 Agreement and the 1992 Agreement shall be deemed to be terminated by mutual agreement

and the Council shall within 28 days from the date hereof remove notice of such Agreements from the Register of Local Land Charges

7. COVENANTS BY THE DEVELOPER

The Developer hereby covenants with the Council with the intent that the covenants hereby given shall be enforceable in accordance with the Statutory Provisions or any of them and shall bind the Developer's interests in the Application Site and on the basis that such obligations will be fulfilled at no cost to the Council:-

7.1 Improvement Works

- 7.1.1 Within twelve months of Implementation to prepare in such detail as the Council shall reasonably require and obtain the Council's approval to a specification for the Improvement Works (such approval not to be unreasonably withheld or delayed)

- 7.1.2 Save to the extent that such works have been carried out prior to Implementation to carry out the Improvement Works in accordance with the said specification in a good and workmanlike manner and to the reasonable satisfaction of the Council and to use its reasonable endeavours to reach agreement with the owners of the properties referred to in paragraph (b) of the definition of Improvement Works sufficient to permit the works referred to in that paragraph (b) to be carried out Provided That the Developer shall not be required to carry out the works specified in paragraph (b) of the definition of Improvement Works unless or until either the Developer has reached agreement as previously referred to or the Council has acquired a sufficient interest in the relevant land to enable those works to be

undertaken and Provided Further That the Developer shall not be required to carry out the works specified in paragraph (c) of the definition of Improvement Works unless or until the Council has procured that the necessary rights are available to the Developer to enable the Developer to carry out those works

- 7.1.3 In respect of the works specified in paragraph (b) of the definition of Improvement Works save to the extent that such works have been carried out prior to Implementation to construct the access roadway and footways to adoptable standards and to offer the same for adoption as a highway maintainable at the public expense for use by the public and to provide for the future maintenance repair and lighting of the same

7.2 Pedestrian Routes

- 7.2.1 Save as otherwise agreed in writing with the Council or where the necessary consent has been obtained not to close or prevent the use by the public of those footpaths cycleways courtyards and pedestrian accesses constructed on the Application Site as part of the Development which are not public highways other than temporarily for:-

- 7.2.1.1 the purpose of security maintenance or repair (and the Developer shall in such circumstances where practicable give advance notice in writing stating the reason for and the anticipated period of such closure and provide an alternative route or routes during such temporary closure); or

- 7.2.1.2 the purpose of enabling the development or redevelopment of the Application Site or any part thereof to be implemented pursuant to the grant of any planning permission granted subsequent to the date of this Agreement

- 7.2.2 Within twelve months of Implementation:

- 7.2.2.1 to submit to the Council for its written approval details of

pedestrian access through the malls in the Shopping Centre for eighteen hours a day between the hours of 7.00am and 1.00am the next day throughout the year; and

7.2.2.2 to provide such pedestrian access as shall be approved by the Council by the date the Shopping Centre opens for trade; and

7.2.2.3 thereafter to maintain such pedestrian access save as otherwise agreed in writing with the Council

7.3 Car Parking

7.3.1 Within one year of commencement of Phase 1 of the Development to submit to the Council for its approval a car park management policy to be adopted for the Shopping Centre Car Park and the South Bank Car Park

7.3.2 The car park management policy shall be devised to operate in accordance with a tariff structure which seeks:

7.3.2.1 to encourage short term use of the car parking spaces by shoppers and users of the leisure element in the Development;

7.3.2.2 to deter use by commuters;

7.3.2.3 to have due regard to the Council's town centre car parking and park and ride strategies and

7.3.2.4 to support the success and effective operation of the Development.

7.3.3 Phase 1 of the Development shall not open for trade until the Council has approved the car park management policy (such approval not to be unreasonably withheld or delayed and to have regard to the criteria referred to in clause 7.3.2.) and the Shopping Centre Car Park and the South Bank Car Park shall thereafter be operated in accordance with the said policy

7.3.4 No contract parking shall be permitted in either the Shopping Centre Car Park or the South Bank Car Park unless otherwise agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed and to have regard to all material circumstances including any obligations in this regard to which the Council is subject)

7.3.5 During each twelve month period commencing from the date of the letting of the contract for the demolition of the Yield Hall Car Park and/or closure of Bridge Street Car Park (whichever is the sooner) until such time as the South Bank Car Park is available for use by the public to pay to the Council £10,000 for each such 12 month period such sum to be used for the creation of temporary car parking and/or improving access to existing car parks (including temporary bus fares) and the marketing and/or promotion of such facilities.

7.4 Archaeological

7.4.1 Following the demolition of the existing buildings and structures on the Application Site and when reasonably required by the Council to make available to the Trust such necessary and reasonable financial resources up to a maximum of £420,000 as will allow the Trust to carry out the archaeological investigations post-excavation analysis and publication referred to in Schedule 2 Any payments to be made by the Developer to the Trust pursuant to this clause shall be subject to the approval of the Developer to all sums expended or to be expended by the Trust which approval shall not be withheld where the expenditure is reasonably necessary or has been incurred in order to facilitate the investigations post-excavation analysis and publication as aforesaid

7.4.2 If either the Council or the Developer should form the reasonable opinion at any time during the carrying out of the archaeological investigations post-excavation analysis and publication referred to in clause 7.4.1 that the sum of £420,000 will not be sufficient for the said investigations post-excavation analysis and publication the

Developer shall enter into discussions with the Council with a view to agreeing having regard to the Developer's obligations under Planning Policy Guidance Note 16 whether and how additional finance can be provided for the said investigations post-excavation analysis and publication

- 7.4.3 That any objects not constituting treasure trove found within the Application Site which the Council acting on the advice of the County Environment Officer reasonably considers are of archaeological interest shall be donated to the Council for storage or display in Reading Museum or such other place as the Council acting on the advice of the County Environment Officer reasonably considers appropriate Provided That if at any time the Council sells any such object or objects the net proceeds of sale shall be shared equally between the Council and the Developer

7.5 Air Quality Monitoring

Prior to commencing the demolition of any building or structures on the Application Site the Developer shall pay to the Council £10,000 in respect of a contribution towards the provision of a mobile air quality monitoring station and shall grant to the Council all necessary rights during the Development and thereafter during its operation to site the same at locations within the Application Site to be agreed with the Developer (such agreement not to be unreasonably withheld or delayed)

7.6 Alterations and Change of Use

- 7.6.1 The following elements of the Development shall for the period specified (calculated in each case from the date of completion of Phase I) only be used for their specified purpose unless otherwise agreed in writing by the Council:

7.6.1.1 multi-screen cinema - 10 years

7.6.1.2 restaurants - 5 years

- 7.6.1.3 public house (whether public house or restaurant) - 5 years
- 7.6.1.4 Millennium Tower as constructed by the Developer - 5 years
- 7.6.1.5 department stores - 5 years
- 7.6.1.6 Creche - 5 years
- 7.6.1.7 public toilets in Shopping Centre and South Bank Car Park - 5 years
- 7.6.1.8 south bank performance/gallery space as shown on the Approved Plans - 5 years
- 7.6.1.9 cycle parking facilities and cycle parking areas in the car parks and basement service area (including motorcycle facilities and areas) - 5 years
- 7.6.1.10 community advice and information unit; - 5 years
- 7.6.1.11 Shopmobility unit - 5 years
- 7.6.2 No sub-division of the department stores forming part of the Development into separate units shall take place for a period of 5 years from completion of Phase 1
- 7.6.3 None of the car parking spaces for the residential dwellings to be constructed pursuant to the Planning Permission will be used other than for car parking purposes by the owners and occupiers of those dwellings or flats and their visitors and guests
- 7.6.4 The Developer shall procure that the transfer or lease (as the case may be) of each dwelling or flat constructed pursuant to the Planning Permission shall contain a covenant by the purchaser or lessee that car parking space or spaces included with or allocated for use by the dwelling or flat will not be used except by the purchaser transferee or lessee (as appropriate) for car parking purposes as referred to in

clause 7.6.3 and shall produce to the Council a copy of the aforesaid covenant if requested to do so

7.7 Public Art

7.7.1 No part of Phase 1 of the Development shall open for trade until details of the Public Art have been submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed)

7.7.2 The Public Art shall be provided within the Development in accordance with the details approved pursuant to clause 7.7.1

7.8 Affordable Housing

7.8.1 The Developer shall pay to the Council a commuted sum of £3,500,000 to be made in lieu of on-site affordable housing to enable the Council to promote affordable housing on other sites.

7.8.2 The payment of £3,500,000 is to be made on the following dates:-

7.8.2.1 The first payment of £650,000 is to be made on whichever is the later of:

(i) 5 working days from the date of Implementation of the Development

(ii) 28th February 1998

7.8.2.2 The second payment of £650,000 within one year after the first payment

7.8.2.3 third payment of £2,200,000 within two years after the second payment

7.8.3 The third payment of £2,200,000 shall be reduced if:-

(i) payment is made prior to 28 February 2001 in which event the

Council shall accept a lower payment derived by applying a discount rate of 8% per annum compounded quarterly; or

- (ii) a site or sites which it can be established to the Council's reasonable satisfaction is or are capable in each case of accommodating a development of at least 60 habitable rooms without recourse to public subsidy can be made available by the Developer to the Council in which event unencumbered freehold title to the site or sites shall be transferred to the Council within 28 days of the Third Payment falling due and the Third Payment shall be reduced by applying the formula:

$$£2,200,000 \text{ minus } (A \times \text{total number of habitable rooms capable of being accommodated on the site or sites})$$

where $A = \frac{£2,200,000}{180}$

7.9 On Site Residential

7.9.1 To provide ready for occupation within Phase 1 the 36 units off Minster Street by the date of Practical Completion of Phase 1

7.9.2 To provide ready for occupation within Phase 3 the 4 units on the corner of Minster Street and Broad Street by the date of Practical Completion of Phase 3

7.10 Phasing

7.10.1 All riverside environmental works comprising footbridges ramps and pedestrian areas landscaping lighting and street furniture approved pursuant to the Planning Permission shall be substantially completed and all payments and contributions made before the opening of Phase 1 of the Development

7.10.2 The Development shall be completed within the Development Period

7.10.3 Phase 1 shall not open for trade until the South Bank Car Park is available for use or alternative temporary car parking to the satisfaction of the Council is available within a radius of six kilometres of the Application Site pending the completion of the South Bank Car Park

7.11 In the event that the Council carries out the pedestrianisation of Broad Street East by 31st March 2000 (or such other date as may be agreed in writing with the Council having due regard to the Developer's construction programme and the timing of the Council's proposals for the said pedestrianisation) then the Developer shall not be obliged to carry out the re-paving of Broad Street forming part of the Improvement Works but shall in lieu thereof pay to the Council (upon completion of such pedestrianisation works) the sum of £350,000 as a contribution to such scheme

7.12 The Developer shall bear the reasonable and proper costs incurred by the Council in respect of the preparation promotion and confirmation of the Additional Stopping-Up Order the Road Traffic Regulation Orders and (if so required by the Developer) the Additional Compulsory Purchase Order

7.13 The Developer will assist and fully co-operate with the Council in relation to the preparation promotion and obtaining of the Additional Stopping-Up Order the Road Traffic Regulation Orders and (if so required by the Developer) the Additional Compulsory Purchase Order

8. COVENANTS BY COUNCIL

The Council hereby covenants with the Developer to the intent that the following obligations will be fulfilled by the Council:-

8.1 On completion of this Agreement the Council shall forthwith issue to the Developer the Planning Permission

8.2 Any sum or sums of money paid to the Council by the Developer pursuant to the provisions of Clause 7.3.5 hereof shall thereafter be applied and expended by the Council on the creation of temporary car parking and/or

improving access to existing car parks (including temporary bus fares) and the marketing and/or promotion of such facilities

8.3 Any sum or sums of money paid to the Council by the Developer pursuant to Clause 7.8 hereof shall thereafter be applied and expended by the Council in the promotion and provision of Affordable Housing on sites outside the Application Site

8.4 If any object or objects donated to the Council pursuant to Clause 7.4.2 hereof are thereafter sold then and in that event the Council shall forthwith remit one-half share of the net proceeds of sale thereof to the Developer

8.5 Any mobile air quality station installed on the Application Site during the course of the construction of the Development and thereafter during its operation pursuant to the provisions of Clause 7.5 hereof shall if the Developer shall reasonably require be relocated and repositioned by the Council at some alternative location to be approved by the Council (such approval not to be unreasonably withheld or delayed)

8.6.1 Insofar as it shall not have already done so forthwith upon the issue of the Planning Permission to prepare and thereafter submit with all due expedition an application to the Secretary of State for the Additional Stopping-Up Order

8.6.2 Following the submission of the application for the Additional Stopping-Up Order to:-

8.6.2.1 submit a copy of the said application to the Developer and thereafter keep the Developer fully informed of the progress of such application and copy to the Developer any correspondence passing between the Council and the Secretary of State in relation thereto; and

8.6.2.2 use its best endeavours to progress the said application with the Secretary of State so as to secure the making and bringing into effect of the Additional Stopping-Up Order as soon as reasonably practicable

- 8.7.1 If so requested by the Developer with all due expedition to make the Additional Compulsory Purchase Order and to pursue with all due expedition all appropriate and requisite steps in order to secure the confirmation of the Additional Compulsory Purchase Order and the vesting of the land contained therein in the Council as soon as reasonably practicable
- 8.7.2 Following the making of the Additional Compulsory Purchase Order to pass a copy thereof to the Developer and thereafter to keep the Developer fully informed as to the progress of the said Additional Compulsory Purchase Order and to supply to the Developer without delay copies of any objections received to the said Additional Compulsory Purchase Order and any copies of correspondence passing between the Council and the Secretary of State in relation thereto
- 8.8.1 To prepare promote and progress with all due expedition any and all necessary Order or Orders under the Road Traffic Regulation Act 1984 as shall be reasonably required in order to secure the early implementation and efficient operation of the Development
- 8.8.2 To submit copies of all Road Traffic Regulation Act Orders to the Developer and to their solicitors and to keep them fully informed of the progress in the making of such Orders and to use its best endeavours to secure the making and bringing into effect of the Road Traffic Regulation Act Orders as soon as is reasonably practicable
- 8.9 To use its reasonable endeavours to obtain all necessary orders and consents to enable it to carry out the pedestrianisation of Broad Street East and thereafter to use reasonable endeavours to carry out and complete the necessary works before the Shopping Centre opens for trading

9. SURETY

The Surety guarantees to the Council the due observance and performance by the Developer (in this clause meaning BICC Developments Limited only) of the restrictions and obligations under this Agreement and will indemnify and make

good to the Council any loss or damage suffered by the Council in its capacity as local planning authority as a result of any failure by the Developer to observe and perform such obligations and restrictions

10. AGREEMENT AND DECLARATION

It is further agreed and declared that:-

- 10.1 This Agreement shall not constitute notice of the Planning Permission and the Planning Permission shall not come into force until formal notice is issued by the Council as herein provided
- 10.2 No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Application Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of contract prior to parting with such interest
- 10.3 The Developer shall on or before the date hereof pay to the Council £5,000 in respect of the Council's costs incurred in the preparation and completion of this Agreement
- 10.4 Nothing in this Agreement shall be construed as restricting the exercise by the Council of any power exercisable by it under the 1990 Act or under any other Act PROVIDED ALWAYS that this Agreement shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may be or has been at any time issued by the Council or any appropriate persons or authority pursuant to the provisions of the 1990 Act
- 10.5 If the Planning Permission shall expire before the Development is implemented or is quashed or revoked or otherwise withdrawn or without the consent of the Developer is modified by any statutory procedure the provisions of this Agreement shall forthwith cease and determine and the Council shall forthwith thereafter effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement

10.6 Any references to a specific Statute within this Agreement includes any statutory extension or modification amendment or re-enactment of such Statute and any specific reference herein to any Regulations or Orders includes any such Regulations or Orders extending modifying or amending the same

10.7 The Council will upon the written request of the Developer at any time after the obligations of the Developer hereunder shall have been performed or otherwise discharged issue written confirmation thereof to the Developer and shall thereafter forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement

11. NOTICES

11.1 Any notice to be given under this Agreement shall be in writing and may be served:

11.1.1 on the Council by sending the same by Recorded Delivery addressed to the Chief Executive Reading Borough Council at the Civic Centre Reading RG1 7TD

11.1.2 on the Developer or its successors in title by sending it by Recorded Delivery to its registered office

12. REGISTRATION

This Agreement shall be registered as a Local Land Charge

SCHEDULE 1

PART 1

[Draft planning permission]

SCHEDULE 1

PART 2

[Plans to be approved]

SCHEDULE 2

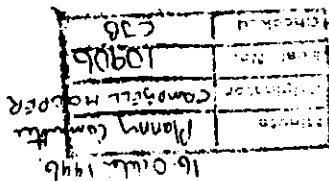
Schedule of Archaeological Works

1. **Area 1 (The Oracle)**
 - 1.1 Formation stripping and Excavation of Oracle East Range
 - 1.2 Excavation of trench over Holy Brook
 - 1.3 Allowance for Excavation of West Range and part of South Range dependent upon relative formation level to level of Archaeology
2. **Area 2 (Minster Mill)**
 - 2.1 Formation stripping
3. **Area 3 (Yield Hall)**
 - 3.1 Archaeological Excavation
4. **Area 5 (Guild Hall)**
 - 4.1 Formation stripping
 - 4.2 Four test pits
5. **Area 6 (Foundary/Heelas)**
 - 5.1 Formation stripping
 - 5.2 Three test pits
6. **Area 7 (Foundry)**
 - 6.1 Archaeological Excavation
7. **Area 8 (Rear of George Hotel)**
 - 7.1 Archaeological Exploration
8. **Area 9 (St. Giles Mill)**
 - 8.1 Formation stripping
9. **Watching Brief (Area 4)**
 - 9.1 Based on four month period
10. **"Unknown/Risk" Areas**
 - 10.1 The following areas may require further excavation:
 - Area 2 (Minster Mill)
 - Area 3 (Yield Hall)
 - Area 5 (Guild Hall)
 - Area 6 (Foundary/Heelas)
 - Area 9 (St. Giles Mill)
11. **Written Scheme of Investigation**
 - 11.1 All areas referred to above are identified on a drawing within the Written Scheme of Investigation dated November 1996 (as to which see the attached letters dated 9 December 1996 from the Oxford Archaeological Unit and 11

December 1996 from the Principal Archaeologist Royal County of
Berkshire) All works are to be undertaken in accordance with the said
Scheme subject to such variations thereto as may be agreed in writing by
the Environment Officer

IN WITNESS whereof the Council the Developer and the Surety have sealed this
Agreement as a deed the day and year first before written

THE COMMON SEAL of
READING BOROUGH COUNCIL
was hereunto affixed
in the presence of:-



THE COMMON SEAL of
BICC DEVELOPMENTS LIMITED
was hereunto affixed
in the presence of:-

AUTHORIZED SIGNATORY
Head of Legal Services

Director

Secretary

BICC NOMINEES LIMITED

THE COMMON SEAL of
BICC PLC was hereunto affixed
in the presence of:-

Director

ASSISTANT Secretary

SCHEDULE 1

PART 1 - DRAFT PLANNING PERMISSION

THE ORACLE DRAFT CONDITIONS - APPLICATION 95/0740

- 1 The development to which this permission relates must be begun not later than the expiration of five years beginning with the date on which the permission was granted. Reason: to prevent an accumulation of unimplemented planning permissions, and in accordance with Section 91(1) to the Town & Country Planning Act 1990.
- 2 The development to which this permission relates shall be carried out in accordance with the approved plans and details before the last building is occupied, except as may be subsequently agreed in writing by the Local Planning Authority. Reason: to ensure the completion of the development in accordance with the approved plans and details.
- 3 This permission relates only to the plans and drawings listed in Schedule 1 attached. Reason: as some were amended and to clarify which are approved.
- 4 Before any development (as defined in the Informative below), is commenced details, including, where appropriate, plans and a written schedule, showing any phasing of the development shall be submitted to and approved in writing by the Local Planning Authority. Upon approval, the development of each phase shall be carried out in accordance with the approved plans and programme unless otherwise agreed in writing by the Local Planning Authority. Reason: to ensure that development is carried out in an orderly manner and has the minimum impact on the surrounding area, and to ensure that the provision of necessary services, external works and community facilities keep pace with the development.

INFORMATIVE - Commencement of Development is defined as the following:

For the purposes of the conditions the commencement of development on each relevant phase shall occur on the date specified by the developer in a written notice served upon the Council pursuant to condition 5 comprising the carrying out of a material operation as defined by Section (56)4 of the Town and Country Planning Act 1990. With the exception of conditions 4, 7, 8, 23, 25, 59, 69 and 70 the following operations shall be deemed not to constitute the commencement of development:

- (a) Demolition of existing buildings and structures as shown on drawings 1468/1001/B and 2B .
- (b) Archaeological investigation.
- (c) Termination/diversion of existing services.
- (d) Reconfiguration of BT service yard and new 5 way cable route to Minster Street.
- (e) Decontamination works.
- (f) The erection of site security hoardings.
- (g) Site preparation and enabling works comprising:
 - (i) removal of surface/ground obstructions.
 - (ii) works to Gun Street, Yield Hall Lane/Place, 2 - 4 London Street.
 - (iii) opening up of Holy Brook.

(b) Site investigation comprising:

- (i) ground contamination and ground water survey for the north and south banks of the River Kennet.
- (ii) topographical and physical survey for off site highways and location of British Telecom fibre optics.
- (iii) bore holes and trial pits associated with the River Kennet alignment and bridge foundations.
- (iv) test piling.

- (i) River bank and realignment works to the River Kennet subject to any necessary approvals under condition 20.
- (j) construction of road bridge over the River Kennet.

5 Notification of the commencement of any phase of the development shall be given to the Local Planning Authority not less than 28 days from the implementation date. Reason: in the interests of ensuring appropriate conditions have been complied with at each phase of development.

6 None of the floorspace in any phase of the development shall be open for trading until all of the elements of that phase (by reference to the approved programme as shall be approved pursuant to condition 4 above), have been completed unless otherwise agreed in writing by the Local Planning Authority. Reason: to ensure that the phasing of the commercial elements do not outpace the associated townscape or highway improvements and the other uses.

7 Unless otherwise agreed in writing by the Local Planning Authority, no development shall take place within the site until the applicant, their agents or successors in title, has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved in writing by the Local Planning Authority. Reason: to ensure that such archaeological material and evidence of significance should be examined during this development and in the interests of protecting the archaeological heritage of the district in accordance with PPG16 (Archaeology and Planning). The address of the relevant office is:

County Archaeological Officer
Berkshire County Council
Shire Hall
READING
Berkshire

8 Except as may be approved under the archaeological scheme approved pursuant to Condition 7, no development shall commence on any phase approved pursuant to condition 4 above until the scheme has been implemented. The developer shall give not less than 6 weeks notice to the Local Planning Authority's nominated archaeologist or archaeological body of its intention to commence development. Reason: to ensure that the necessary observation and examination of the archaeological investigation can take place.

- 9 Unless otherwise agreed in writing by the Local Planning Authority the developer shall afford access at all reasonable times to any archaeologist or archaeological body nominated by the Local Planning Authority and shall allow him/her to observe the excavations and record items of interest and finds. The developer shall also provide a scheme for the public viewing/interpretation of archaeological investigations in accordance with the details which shall first have been submitted to and approved in writing by the Local Planning Authority. No development shall take place until such a scheme has been secured unless otherwise agreed in writing by the Local Planning Authority. Reason: to ensure that the necessary observation and examination of the archaeological investigation can take place.
- 10 Within 12 months of the notification of commencement of the first phase of development pursuant to condition 4, the applicant shall submit to the Local Planning Authority for approval in writing a master plan detailing phased provision for:

- i) public art and heritage, including where relevant the design of street furniture, hard surfaces, railings and the design of the pedestrian bridges and the landmark feature in the south bank car park;
- ii) the use of the public performance space on the south bank and opportunities for street entertainment at key points;
- iii) a waterways interpretation scheme;
- iv) tourist information/interpretation;
- v) facilities for children and
- vi) street naming.

The shopping centre (phase 1) shall not open for trading until such provision has been made in accordance with the approved master plan or phasing programme unless otherwise agreed in writing by the Local Planning Authority. Reason: as such details have not been submitted and in the interests of the amenities of users and heritage of the town.

- 11 None of the floorspace in any phase of development shall be occupied until full details of the pedestrian bridges and the top of the Millennium Tower have been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details and phasing programme (Condition 4) unless otherwise agreed in writing by the Local Planning Authority. Reason: as such details have either not been submitted or approved and in the interests of the integrated development of the scheme.
- 12 No development shall commence until details showing the means of enclosure (including entrance gates) and other security measures and associated works relating to those elements of the scheme adjoining or abutting the British Telecom buildings in Minster Street have been submitted to and approved in writing by the Local Planning Authority. Thereafter such security measures shall be provided before the shopping centre (phase 1) opens for trading maintained in accordance with the approved details. Reason: in the interests of security for adjoining sites and the public.

- 13 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, details, including samples, of all external materials and finishes (to include bricks, roofing, cladding, colour and finish of mortar, glazing and joinery) to be used on the walls and roofs of the buildings shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority. Reason: as all such details have not been submitted and in the interests of ensuring that the finished buildings are in keeping with the character of the existing buildings or surrounding area.
- 14 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, a lighting master plan shall be submitted to and approved in writing by the Local Planning Authority. This shall detail the lighting of all public internal or external sites, including car parks, and shall include the means and extent of any decorative or security lighting; the size, design and location of any freestanding or building-mounted lights and their luminance. Thereafter the development shall only be lit in accordance with the approved master plan unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of security and amenity in accordance with local plan policies.
- 15 The Tramways Generating Station shall not be demolished until details for the dismantling, salvage and re-siting of the Tramways Generating Station date plate and surround have been submitted to and approved in writing by the Local Planning Authority. The resiting shall be implemented in accordance with the agreed details unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of industrial heritage.
- 16 Within 6 months of the notification of commencement of the first phase of development pursuant to condition 4, full details shall be submitted to and approved in writing by the Local Planning Authority showing provision for:
- (i) a childrens creche;
 - (ii) public toilets, including those for the disabled;
 - (iii) public recycling facilities.

The shopping centre (phase 1) shall not open for trading until such facilities have been provided in accordance with the approved details and thereafter maintained as such unless otherwise agreed in writing by the Local Planning Authority. Reason: as no such details have been agreed and in the interests of users in accordance with local plan policies.

INFORMATIVE - Definition of creche

Creche is defined as a facility for providing a child minding service for the children of shoppers, staff and other users of the development.

- 17 Each relevant phase of the development shall not be open for trading until a design guidance scheme for the installation of shop fronts along the riverside, signage, advertisements on all external elevations and advertisements visible from outside the buildings, has been submitted to and approved in writing by the Local Planning Authority. Such a scheme shall comply with the principles set out in the Local Planning Authority's adopted policies for shopfronts and advertising. Reason: in the interests of the final appearance of the scheme and its integration with its surrounding area.
- 18 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking and re-enacting that Order with or without modification) all windows on the external elevations of the department stores and the Riverside link block, shopfronts and the bridge over Minster Street shall be glazed and thereafter maintained in clear glass and shall not be obscured or obstructed in any way unless agreed in writing by the Local Planning Authority. Reason: in the interests of protecting the vitality of the centre as viewed from the exterior and to integrate the development into its surrounding area.
- 19 A window display shall be maintained at all times in all retail display windows and shopfronts on external pedestrian routes unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of vitality and amenity.
- 20 Within 12 months of the notification of commencement of the first phase of development pursuant to condition 4, a phased landscaping scheme shall be submitted to and agreed in writing with the Local Planning Authority. Unless otherwise agreed in writing by the Local Planning Authority, the submitted details shall relate to all hard and soft landscaping, surface treatment of public areas including walkways, access and service roads and all external works and shall include:
- (i) railings, walls and all other means of enclosure;
 - (ii) planting of trees, shrubs and grass;
 - (iii) formation of banks, terraces and other earthworks;
 - (iv) laying of hard surfaces;
 - (v) related signage and, lighting, refuse bins, public works of art and street furniture;
 - (vi) all other works to the channel and banks of the river Kennet, the Holy Brook and any other exposed water courses within the site;
 - (vii) details of outdoor cafe spaces;
 - (viii) a full programme and timetable of works of implementation;
 - (ix) planting in the car parks where relevant.

In particular the scheme shall make provision for:

- (a) a landscaped walkway along the northern bank of the River Kennet from London Street to Bridge Street, as shown on the approved drawings;
- (b) a landscaped walkway incorporating a cycleway along the southern bank of the River Kennet from London Street including the provision of a link to the tow path on the adjoining land, as shown on the approved drawings;

- (c) two pedestrian bridges, and one pedestrian/vehicular bridge for access to Yield Hall Place, over the River Kennet, as shown on the approved drawings;
- (d) a landscaped walkway and pedestrian bridge over the Holy Brook in the areas leading from Gun Street to the entrance leading to the Mall, as shown on the approved drawings;
- (e) landscaping/hard surfaces along Mill Lane;
- (f) hard surfaces and landscaping of Yield Hall Lane;
- (g) landscaping in the curtilages of the listed buildings.

The landscaping works for each phase shall be carried out in accordance with the approved details. All planting, seeding or turfing shall be carried out in the first planting season following the occupation of the relevant buildings or the completion of each phase of the development, whichever is the sooner. Reason: in the interests of ensuring the redevelopment enhances the visual local environment and in particular the integration of the scheme into its waterway site and adjacent built up areas of the town centre.

- 21 No development shall take place until details showing the access to and design of the service area turning head rear of Gun Street have been submitted to and approved in writing by the Local Planning Authority. The approved works shall be implemented prior to the opening of phase 1 for trading in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the integration of the Conservation Area with the shopping centre.
- 22 Phase 1 of the development shall not open for trading until the approved plans for the re-alignment of the River Kennet upstream of High Bridge and associated works have been implemented. Reason: in the interests of improving recreational navigation in accordance with Policy WAT 10 of the local plan.
- 23 Prior to the commencement of any development details showing the finished levels of the banks of the River Kennet, including any raised or lowered areas, have been submitted to and approved in writing by the Local Planning Authority. The levels shall be finished in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority. Reason: as no such details have been approved and in the interests of flood protection and maintenance.
- 24 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, details of the railings and other safety measures along the River Kennet and Holy Brook banks will be submitted to and approved in writing by the Local Planning Authority. The approved works/measures shall be implemented before the shopping centre (phase 1) opens for trading and thereafter maintained as such unless otherwise agreed in writing by the Local Planning Authority. Reason: as no such details have been agreed and in the interests of public safety.

25 Prior to the commencement of any development the following details shall be submitted to and approved in writing by the Local Planning Authority:

- (a) any works affecting the bed, banks or flow of the River Kennet, including any outfall structures discharging into the watercourse;
- (b) any proposed culverts or control structures affecting the bed, banks or flow of the non-main rivers;
- (c) the erection of any fence, post, pylon, wall or any other building or structure within 8 metres measured horizontally from the foot of any bank of the River Kennet on the landward side or, where there is no such bank, within 8 metres measured horizontally from the top edge of the batter enclosing the river.

Unless otherwise agreed in writing by the Local Planning Authority the approved works shall be completed before the shopping centre opens for trading. Reason: to ensure that proper land drainage measures are taken.

26 Before any development is commenced details of the method of disposal of foul sewage shall be submitted to and approved in writing by the Local Planning Authority. The sewerage works shall be completed in accordance with the approved scheme before each relevant phase of the development is occupied. Reason: to ensure adequate sewerage is provided in the interests of pollution prevention.

27 Before any development is commenced details of the means of disposal of surface water shall be submitted to and approved in writing, by the Local Planning Authority. The drainage works shall be completed in accordance with the approved details before each relevant phase of the development is occupied unless otherwise agreed in writing by the Local Planning Authority. Reason: to ensure adequate surface water drainage is provided in the interests of flood protection.

28 Surface water from the car parking area shall be passed through a suitable type of oil/grit interceptor that provides at least six minutes retention to the maximum flow prior to any discharge. Details of such provision shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development and implemented prior to the first occupation or use of each relevant phase of the development unless otherwise agreed in writing by the Local Planning Authority. Reason: to ensure that proper pollution control measures are taken.

29 The shopping centre (phase 1) shall not open for trading until all the approved highway works as shown on plan 3T36568/c/2 Rev G have been carried out, as confirmed or otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of highway and pedestrian safety.

30 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, a schedule of directional signs, sign locations and surface markings in the car parks shall be submitted to and approved in writing by the Local Planning Authority and such schedule as may be agreed shall be implemented before the car parks (phase 1 and 2) open for use. Reason: to ensure that pedestrians, cyclists and drivers are not inconvenienced or endangered by the erection of inappropriately designed or sited signage.

- 31 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, a scheme indicating the provision for servicing and deliveries to all the premises within the development shall be submitted to and approved in writing by the Local Planning Authority. The relevant and approved service/delivery arrangements shall be implemented before each phase unless otherwise agreed in writing by the Local Planning Authority and thereafter maintained as such unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of highway and pedestrian safety and integration with servicing for the town centre as a whole.
- 32 There shall be no access for delivery vehicles between the hours of 11am to 4pm on Saturdays and Sundays both into Yield Hall Place from the approved service yard or alongside the River Kennet unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of pedestrian safety and to be consistent with other pedestrianised areas of the town.
- 33 No development shall take place until details where relevant have been submitted to and approved in writing by the Local Planning Authority for temporary shoppers parking to be provided during the construction period unless otherwise agreed in writing with the Local Planning Authority. Such parking shall be provided in accordance with any approved details. Reason: to protect the viability and vitality of the town centre between the demolition of the existing car parks and re-provision on site in the new scheme.
- 34 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, details where relevant of customer trolley parks in the car park shall be submitted to and approved in writing by the Local Planning Authority. The shopping centre shall not open for trading until such trolley parks have been provided in accordance with the approved details. Reason: in the interests of amenity and to protect the waterways from unnecessary dumping.
- 35 The areas shown on the approved drawings reserved for the parking of cars and cycles by occupiers of the adjoining residential units south of Minster Street shall be maintained as such and shall not be used for any other purpose unless otherwise agreed in writing by the Local Planning Authority. Reason: as the lack of on site parking would lead to hazardous or inappropriate use of adjacent streets for parking purposes.
- 36 Unless otherwise agreed in writing by the Local Planning Authority all parking for motor cars, service and other vehicles, motor cycles, cycles and for disabled people shall be constructed, surfaced and marked out and kept available or used for parking at all times. No development, whether or not permitted by the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking or re-enacting that Order with or without modification) shall be carried out on such areas or in such a position as to restrict access to these reserved parking areas. Reason: as the development without these facilities would be likely to lead to vehicles being parked on the public highway to the detriment of road safety and to ensure the development is accessible for all types of transport and to all potential visitors in accordance with the relevant approved standards.

- 37 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, details of measures to control access to and from the public highway and circulation within areas of the car parks shall be submitted to and approved in writing by the Local Planning Authority unless otherwise agreed in writing by the Local Planning Authority. The approved measures shall be installed before each car park is brought into public use and thereafter maintained as such. Reason: in the interests of pedestrian and vehicular health and safety.
- 38 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, details showing defined pedestrian routes into and within the car parks shall be submitted to and approved in writing by the Local Planning Authority. The pedestrian routes shall make full provision for disabled access and shall be provided before each car park is brought into use. Thereafter they shall be retained as such and kept clear of permanent obstruction unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of pedestrian safety.
- 39 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, details of pedestrian access through the malls in the shopping centre for eighteen hours a day between the hours of 7.00am and 1.00am throughout the year shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details and such access shall be maintained unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the vitality and viability of the town centre and pedestrian convenience.
- 40 The cycle routes as shown on the approved drawings shall be retained unless otherwise agreed in writing by the Local Planning Authority and kept open and clear of obstruction at all times. Reason: in the interests of protecting cycle routes through the scheme that link with other town centre or waterway cycle routes.
- 41 The approved details for external pedestrian routes around the scheme shall be implemented before the shopping centre (phase 1) opens for trading and thereafter remain open and unimpeded for use by the general public for no less than 24 hours a day throughout the year unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the vitality and viability of the town centre and pedestrian safety.
- 42 All public entrances to the department stores, as shown on the approved drawings shall remain open for use by customers at all times when the stores are open for trading unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the vitality and viability of the town centre and pedestrian convenience.
- 43 All parts of the development, including the car parks, shall be designed to be fully accessible to people with disabilities in accordance with details which shall first have been submitted to and approved in writing by the Local Planning Authority within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4. Such details shall include:

- 12/95 13/95
- (i) how the layouts, including internal and external circulation spaces, entrances, toilet accommodation and other relevant facilities can be made fully accessible for those with mobility difficulties;
 - (ii) how the interior surface treatments of the lifts, directional signs, entrances, toilets and lighting levels are suited to those with visual impairments; and
 - (iii) how the internal predicted sound levels and circulation patterns are suited to those with hearing disabilities.

Such provision for those with disabilities shall be carried out in accordance with the approved details and made available before each phase of the development opens for trading and thereafter maintained as such unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the amenities of future occupants, employees and visitors and in accordance with the Council's policies and practice in respect of access for disabled persons.

- 44 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, details showing the design of any mall, pedestrian walkway or bridge where the gradient exceeds 1:20 shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority. Reason: as any slope greater than 1:20 can create difficulties for those with disabilities and to ensure the development is accessible to all potential visitors.

- 45 Shop mobility units identified on the approved drawings and their associated signage which shall be submitted to and agreed in writing by the Local Planning Authority shall be provided before the shopping centre (phase 1) opens for trading and shall be used for those purposes only and for no other purpose unless otherwise agreed in writing by the Local Planning Authority. Reason: to ensure the development caters for all potential visitors in accordance with local plan policies.

- 46 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 or any order revoking or re-enacting that order with or without modifications no external telecommunications equipment, incorporating distribution poles or overhead cables, aerials or satellite dishes shall be erected unless otherwise agreed in writing with the Local Planning Authority. Reason: as the site is between a significant waterway and two conservation areas and such facilities need to be judged in that context.

- 47 Measures shall be taken to ventilate the basement and south bank car parks to remove vehicle exhaust fumes and/or enable the control of fumes in periods of high concentrations in the adjacent areas. Details of proposed measures shall be submitted to and approved by the Local Planning Authority in writing within 12 months of the notification of the first phase of development pursuant to condition 4. The approved measures shall be installed and in full working order prior to the commencement of use and thereafter shall be operated and maintained for as long as the basement car park remains in use. Reason: to ensure that vehicle emissions are controlled in the interests of public health and safety.

- 54 The cinema identified on the approved plans shall be used for that purpose only and for no other purpose, including any other purpose in the same Use Class as defined by the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking or re-enacting that Order with or without modification unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the vitality of the scheme after shopping hours and in accordance with local plan policies on town centre leisure uses.
- 55 Unless otherwise agreed in writing by the Local Planning Authority the Citizens Advice Bureau and creche identified on the approved drawings shall be used for those purposes only and for no other purpose, including any other purpose in the same Use Class as defined by the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking or re-enacting that Order with or without modification. Reason: in the interests of the vitality of the town centre, to ensure town centre community facilities are appropriately located and to ensure that development is accessible to all potential visitors.
- 56 The South Bank gallery/display unit identified on the approved plans shall be used for that purpose only and for no other purpose, including any other purpose in the same Use Class as defined by the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking or re-enacting that Order with or without modification unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the vitality of the riverside area and the town centre as a whole.
- 57 Prior to development commencing, details of an action plan to implement and monitor the approved Construction Ecology Report shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the action plan shall be implemented and monitored in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority. Reason: to minimise the impact of development on the environment in accordance with the Council's overall environmental aims and local plan policies.
- 58 Within 12 months of the notification of the commencement of the first phase of development pursuant to condition 4, details of a scheme for recycling waste resulting from the operation of the development shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be secured before relevant phase of the development opens for trading and thereafter maintained as such unless otherwise agreed in writing by the Local Planning Authority. Reason: to minimise the impact of development on the environment in accordance with the Council's overall environmental aims and local plan policies.
- 59 Before any development is commenced on each relevant phase, details shall be submitted to and approved in writing by the Local Planning Authority making provision for a construction method statement for each relevant phase. The construction method statement shall show details of:

- (i) parking of vehicles of site personnel, operatives and visitors;
- (ii) loading and unloading of plant and materials;
- (iii) storage of plant and materials used in constructing the development;
- (iv) treatment of all relevant pedestrian routes and highways within and around the relevant site throughout the course of construction and their reinstatement where necessary;
- (v) times, routes and means of access into the site for construction traffic and delivery vehicles (including the removal of waste from the site and methods of preventing deposition of materials on the public highway;
- (vi) the hours of the day during which construction or other works is intended (normally between 8am and 6pm);
- (vii) the siting, design and size of any temporary buildings;
- (viii) a scheme for security hoardings including decorative displays and facilities for public viewing;
- (ix) a scheme for recycling waste resulting from the construction programme;
- (x) the method of demolition of the existing structures and concrete hard standing (normally to be by hand or hydraulic machinery);
- (xi) measures for the suppression of dust shall be used whilst demolition and construction are in progress. (These measures to include the provision of a water supply at all areas of demolition), and
- (xii) the method of piling (either sheet or loadbearing) on site (normally restricted to auger bored or hydraulic press.)

Thereafter the construction method statement shall be implemented in accordance with the approved details unless otherwise agreed in writing with the Local Planning Authority. Reason: in the interests of highway and pedestrian safety and convenience, residential amenity, amenity and town centre vitality and in accordance with the agreed Construction Ecology Report.

- 60 No development shall commence until programmes and schedules of works for Nos 2/4 London Street and 19 Bridge Street (Seven Bridges House) shall be submitted to and approved in writing by the Local Planning Authority. Thereafter these works shall be carried out in accordance with the approved details and programme prior to the opening of the first phase of the development for trading unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the vitality of the town centre and the enhancement of the listed buildings which form part of the development site.
- 61 other than enabling works, no development shall take place on the land currently occupied by buildings used by Reading Transport Ltd until such time as Reading Transport has vacated its Mill Lane depot, unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the public transport facilities integral to the town centre transport network.

- 62 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 or any order revoking or re-enacting that Order, with or without modifications there shall be no subdivision of the department stores shown on the approved drawings into separate shop units unless agreed in writing by the Local Planning Authority. Reason: as the balance between shop units and department store retail floor space has a critical effect on the vitality and viability of the rest of the town centre and the impact of any shift needs to be evaluated by the Local Planning Authority.
- 63 The building envelope of all dwellings shall be so constructed so as to provide sound attenuation against external noise of not less than 40 dB(A), with windows shut and adequate other means of ventilation provided. Reason: in the interests of future residents' amenity.
- 64 Before the development commences the applicant is required to submit a report, prepared in accordance with the provisions of BS4142/BS5222b/DOT Calculation of Road Traffic Noise/other, to predict noise levels at the nearest residential boundary, the nearest residential facade or the nearest noise sensitive location. The report should include:
- a large scale plan of the proposed development
 - noise sources and measurement/prediction points marked on plan
 - a list of noise sources
 - a list of assumed noise emission levels
 - details of noise mitigation measures
 - description of noise calculation procedure
 - noise levels at a representative sample of sensitive points
 - comparison of noise levels with appropriate criteria.
- Where criteria are exceeded at any location the applicant should explain why that excess is immaterial or what further mitigation will be undertaken to ensure that criteria will be met. Reason: in the interests of protecting existing or future residents and other noise sensitive sites from unreasonable disturbance from noise likely to be caused by the development.
- 65 No open storage of materials, products, plant or equipment shall be carried out on the land following completion of each phase of the development. Reason: in the interests of protecting the appearance of the area and local residents from unreasonable noise and smells.
- 66 The number of A1 uses within the proposed covered area of the mall shall not fall below four units unless otherwise agreed in writing by the Local Planning Authority. Reason: To provide a balance of uses in the interior of the mall to ensure its vitality.
- 67 Within 6 months of the notification of the commencement of the first phase of development pursuant to condition 4, details of the entrance area from Minster Street south to the proposed department store, shall be submitted and approved in writing by the Local Planning Authority. Reason: To ensure the main entrance from Minster Street is lively and welcoming, in the interests of amenity and vitality.

- 68 The number of cycle parking spaces on the development site provided for the public shall not fall below 200 spaces and for the staff below ---- spaces. Details of devices for securing the cycles/motorcycles into place shall be submitted to and agreed in writing by the Local Planning Authority and thereafter maintained unless otherwise agreed in writing by the Local Planning Authority. Reason: In the interests of the Council's transport strategy to support motorcycle and cycle trips to the town centre.

INFORMATIVE:

The location of these spaces will be spread through the site and found in the South Bank car park, basement service areas, and as shown on the landscaping plans in the spaces around the buildings.

- 69 Notwithstanding the details as shown in the approved plans listed in Schedule 1 and prior to the commencement of development, further details of the design of the replacement Bailey Bridge shall be submitted to and approved in writing by the Local Planning Authority and thereafter implemented unless otherwise agreed in writing by the Local Planning Authority. Reason: as these details have yet to be agreed and in the interests of heritage and amenity.
- 70 Prior to the commencement of any development, the decontamination works pursuant to the investigation and proposed remediation report shall be carried out to the written satisfaction of the Local Planning Authority. Reason: In the interests of environmental protection, with particular regard to the watercourses.
- 71 There shall be no contract parking in the proposed North and South bank car parks unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of the vitality of the town centre and the Council's transport strategy.
- 72 If within a period of three years from the date of the planting of any tree or shrub, or any tree or shrub planted in replacement of it, is removed, uprooted or destroyed or dies or becomes in any way defective in the opinion of the Local Planning Authority, another tree or shrub of the same species and size of that originally planted shall be planted at the same place unless otherwise agreed in writing by the Local Planning Authority. Reason: to ensure that any trees or shrubs planted as part of the landscaping scheme are replaced in accordance with that scheme.
- 73 Prior to opening of phase 1 for trading, details of the following management plans shall be submitted to and approved in writing by the Local Planning Authority:
- (i) landscape management plan;
 - (ii) open space management plan;
 - (iii) car park management plans;
 - (iv) shopmobility management plan.

Reason: In the interests of the transport strategy and the vitality and viability of the town centre through sensitive management of the proposed development.

INFORMATIVE:

Prior to submission of these details, a list of the relevant elements of each plan will be supplied by the Local Planning Authority to ensure their concerns are appropriately covered.

- 74 Within twelve months of the notification of the commencement of the development of the relevant phase pursuant to condition 4 and notwithstanding the details shown in the approved plans listed in Schedule 1, further details of the riverside layout and elevation of the storage block on the south bank, including lorry movements shall be submitted to and approved in writing by the Local Planning Authority. Reason: as these details have yet to be agreed and in the interests of the amenity of the waterway and pedestrian/cycle safety.
- 75 Notwithstanding the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking or re-enacting that order with or without modification) the storage unit on the South Bank shall be used solely as a depository for John Lewis Partnership and for no other use as defined by the Town and Country Planning (Use Classes) Order 1987 unless otherwise agreed in writing by the Local Planning Authority. Reason: as any other use would require a review of parking provision and in the interests of vitality and the amenity of the conservation area.

INFORMATIVES:

SECTION 106 AGREEMENT

A Section 106 Agreement relates to this site.

ENVIRONMENT AGENCY

The Local Planning Authority will have regard to the requirements of the Environment Agency, as set out in the letter of 30 November 1995, (ref SU77SM/17/7/SC/CO766/2287) in ensuring that the land drainage and associated matters are properly dealt with.

DRAINAGE & SANITARY PROVISION

All retail units shall be provided with a connection to main drainage (at a diameter of at least 110mm).

All retail units with a retail floor area greater than (50 m²) shall be provided with flush sanitary accommodation connected to main drainage for the use of employees. Units with a floor area in excess of (100 m²) shall be provided with separate facilities for male and female.

All units used for restaurants or cafes shall be provided within the unit with flush sanitary accommodation connected to main drainage for the use of members of the public taking refreshment at those premises. Separate facilities shall be provided for male and female and include provision for disabled persons. Where the Head of Planning agrees in writing that suitable provision exists nearby that provision may be used.

GLAZING SAFETY

All glazed areas shall be of a design or be so constructed that they may be cleaned safely.

SECURED CAR PARKS

Thames Valley Police promote safe design through their SECURED BY DESIGN literature. It is expected that their guidance note on car park design will have been met and that the proposed car parks will achieve the appropriate accreditation prior to opening.

SAFETY AUDIT

Prior to the opening of the centre for trading it would be helpful to the Council and Police Authority to have submitted a 24 hour safety audit of the external pedestrian routes so that sufficient and appropriate town centre policing of the centre can be agreed.

ADVERTISEMENTS

The applicants attention is drawn to the fact that the display of any advertisement is subject to the control of Advertisements Regulations 1992 and may require separate consent from that authority.

OTHER RELEVANT CONSENTS

The applicant's attention is drawn to the fact that the approved development and its construction, and the demolition of existing buildings may need to satisfy other relevant legislation, for example as applied by the Council's Environmental Health or Building Control Sections. Before any work commences on site the applicant is strongly advised to contact these sections to ensure that any other statutory provisions are complied with.

TIMING FOR RELEVANT CONDITIONS TO BE MET

Conditions to be met prior to any development commencing:
4, 7, 8, 23, 25, 69, 70.

Conditions to be met prior to each phase of 'commencement' save for those activities described by Informative, Condition 4:
5, 12, 21, 26, 27, 28, 33, 34, 57, 59, 60, 64.

Conditions to be met within 6 months of commencement of phase 1:
16, 67.

Conditions to be met within 12 months of commencement of phase 1:
10, 13, 14, 20, 24, 30, 31, 34, 37, 38, 43, 44, 47, 51, 56, 74.

Conditions to be met prior to the relevant phase opening:
6, 11, 17, 29, 39, 41, 45, 49, 73.

Draft dated: 10/12/96

SCHEDULE 1**PART 1****APPROVED PLANS**

1468/		TITLE
0303H	Scheme Design	Riverside Level
0304G	Scheme Design	Yield Hall Place Level
0305G	Scheme Design	Town Mall Level
0306G	Scheme Design	Roof Car Park Level 1
0307C	Scheme Design	Roof Car Park Level 2
359A	Office Scheme	SE Elevation and Plans
360B	Office Scheme	Elevations
367	Heelas Store	Elevations
664A	Public House	Plans and Elevations
682	Heelas Store	Plans
834	Broad Street Entrance	Support Detail
10001B	Demolition Site Plan	(Part A)
10002B	Demolition Site Plan	(Part B)
4010C	GA Riverside Level	Zones A, F, C and D
4011C	GA Riverside Level	Zones E, B and G
4012B	GA Riverside Level	Zone H
4013D	GA Yield Hall Place Level	Zones A, F, C and D
4014D	GA Yield Hall Place Level	Zones E, B and G
4015C	GA Yield Hall Place Level	Zone H
4016C	GA Yield Hall Place Level	Mezzanine Level Zones A, F, C and D
4017C	GA Yield Hall Place Level	Mezzanine Level Zones E, B and G

4018D	GA Town Mall Level	Zones A, F, C and D
4019D	GA Town Mall Level	Zones E, B and G
4020D	GA Town Mall Level	Zone H
4021C	GA Town Mall Level	Mezzanine Level Zone A, F, C and D
4022C	GA Town Mall Level	Mezzanine Level Zone E, B and G
4023C	GA Car Park Level 1	Zones A, F, C and D
4024E	GA Car Park Level 1	Zones E, B and G
4025C	GA Car Park Level 1	Zone H
4026C	GA Car Park Level 2	Zones A, F, C and D
4027C	GA Car Park Level 2	Zones E, B and G
4028C	GA Car Park Level 2	Zone H
4050B	Sections A-A, C-C, H-H, K-K	
4051A	Section B-B	
4052C	Sections D-D and E-E	
4053A	Section F-F	
4054A	Sections R-R, L-L, P-P	
4055A	Sections M-M, N-N	
4060C	House of Fraser	Elevation
4061B	Link Block	Elevation
4062B	Debenhams	Elevation
4063C*	Yield Hall Place	Elevation
4064C*	Minster Street	Elevation
4065B	Holy Brook	Elevations

4066B	Car Park Ramp	Elevations
4067C	House of Fraser	Bridge Street Elevations
4068B	Minster Street North	Elevation
4069A	Holy Brook	Section
4070A	Broad Street	Elevation
4071A	Flank Wall to BT Exchange	
4072	Residential Block Minster Street	Elevations
6001	Multi Storey Car Park	Riverside Level Plan
6002	Multi Storey Car Park	Mezzanine Level Plan
6003	Multi Storey Car Park	Levels 1, 2 and 3 Plans
6004	Multi Storey Car Park	Level 4 Plan
6005	Multi Storey Car Park	Level 5 Plan
6010	South Bank	North Elevation
6011	South Bank	South, East and West Elevation
6012	Car Park	Detail Elevation
6013	Car Park	Detail Elevation
6014	Car Park	Detail Elevation Planting Bay
6015	Car Park	Ramp Elevation
6016	Car Park	Central Brick Elevation
6017	Car Park	Central Brick Elevation

* Except for revised glazed atria.



Royal County of
BERKSHIRE

Your Ref

Our Ref

11 December 1996

P/12052/2113/PF/DP

Babtie Group

multi-disciplinary
consultants

Shire Hall, Shinfield Park
Reading
Berkshire RG2 9XG

Telephone 01734 758444
Fax 01734 310268

Mr K Butcher
TP Management
Churchill House
160 New Bond Street
London W1Y 9PA

TO MANAGEMENT
SEEN
SHOW
RECEIVED
13 DEC 1996
ACTION
FILE



Member firm of the
Association of
Consulting Engineers

Dear Kevin

BERKSHIRE COUNTY COUNCIL ARCHAEOLOGICAL CONSULTATIONS THE ORACLE, READING

Thank you for forwarding a copy of the revised Written Scheme of Investigation dated November 1996 for the above project. I have today received a copy letter dated 9 December from Oxford Archaeological Unit correcting cross-references in 6.1 and 6.2 of the WSI. I can confirm that the Written Scheme of Investigation is acceptable.

Yours sincerely

Pete Fasham

P FASHAM
Principal Archaeologist

*See Oxford Archaeological letter
9 December 96*

Babtie Group Ltd
Registered Office:
93 Bedford Street
Glasgow G8 7HX

Registered in Scotland No: 141100

Babtie Group Offices

Abandon
Belfast
Birmingham
Bridgwater
Cardiff
Coventry
Croydon
Derby
Edinburgh
Exeter
Glasgow
Inverness
Ipswich
London
Maidstone
Newcastle upon Tyne
Preston
Reading
Shrewsbury
Southampton
Walsfield
Wallingford

Ankara
Hong Kong
Prague



OXFORD ARCHAEOLOGICAL UNIT

Janus House, Osney Mead, Oxford, OX2 0ES
Telephone: 01865 243888 Fax: 01865 793496



Mr Kevin Butcher
tp Management Ltd
Churchill House
160 New Bond St
London
W1Y 9PA

9th December 1996

Dear Kevin,

Re. The Oracle, Reading - Archaeological Written Scheme of Investigation

Peter Fasham has pointed out to me that there is a mistake in the cross-referencing of the above document. He has agreed that this can be rectified by letter. I am therefore writing to confirm that Section 6.1 should read:

....to OAU procedures (see Appendix 9, Sections 9.28 - 9.29).

Section 6.2 should read:

....are detailed in Appendix 9 (Sections 9.30 - 9.33).

Yours sincerely,

David Wilkinson BA MIFA
Senior Archaeologist

cc. Peter Fasham, Bahrie Group

EVERY MAPPING
WORD TRAVERS
AL (S) HAS 1000
THE CONTROLLER
FRONT

BICAL NOMINEES LIMITED

1 from Drgs. 3T36568/A/110 & 3T36568/A117

	<u>PLAN F</u>	
r Plan	SYMONDS TRAVERS MORGAN	
Stated	DRAWING NUMBER 3T36568/B/16	REV A

DATED

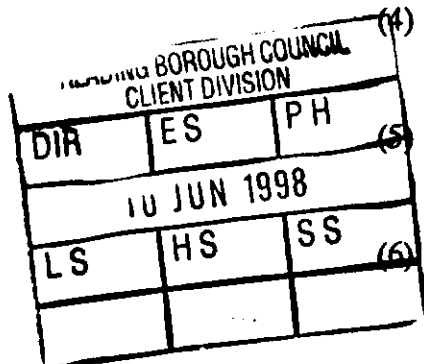
21st March

1997

to read to

Deed of
Novation

- (1) READING BOROUGH COUNCIL
- (2) BICC DEVELOPMENTS LIMITED
- (3) THE READING ORACLE LIMITED



(4) BICC PLC

(5) HAMMERSON UK PROPERTIES PLC

(6) HAMMERSON PLC

AGREEMENT

- relating to -

the development and lease of Reading Oracle
(land bounded by Gun Street Minster Street
King Street Duke Street London Street
Mill Lane and Bridge Street)

Manuscript amendments initialled by Simon Smith of Nabarro Nathanson
with the authority of the second to sixth parties

Manuscript amendments initialled by Charles John Brooks as authorised
signing or reading  Boyh Council.

**CAMPBELL
HOOPER**

SOLICITORS

INDEX

Clause	Heading	Page No
1.	DEFINITIONS AND INTERPRETATION	2
1.1	Definitions	2
1.2	Interpretation	20
2.	OBLIGATIONS WHICH ARISE ON THE DATE OF THIS AGREEMENT	22
2.1	Developer's Obligations	22
2.1.1	Acquisition of Private Treaty Land	22
2.1.2	Perform Replacement Agreements	22
2.1.3	Replacement of Existing Mothercare Agreement and the Existing NCP Agreement	22
2.1.4	Preparation of Detailed Drawings	22
2.1.5	To Procure Pre-lettings	23
2.1.6	To Procure Conditions are Satisfied	23
2.1.7	To Keep Council Informed	23
2.1.8	Notice of Fulfilment of Conditions	23
2.1.9	Remove Trespassers	23
2.1.10	Not to Deal with Developer's <u>Land</u>	23
2.1.11	Comply with Existing Mothercare Agreement	24
2.1.12	Undertakings Given in Relation to the CPO	24
2.1.13	Debenhams Land Contract	24
2.1.14	New Planning Consent	24
2.2	Council's Obligations	24
2.2.1	Deal with Subsequent Planning Applications	24
2.2.2	Remove Trespassers	24
2.2.3	Acquisition of Private Treaty Land (including Outstanding Highways Land)	24
2.2.4	Assist Negotiations in Varying the Existing Mothercare Agreement and the Existing NCP Agreement	25
2.2.5	To Exercise Statutory Rights	25
2.2.6	Additional Stopping-Up Order	25
2.2.7	To Make Temporary Road Closure Order During Construction	25
2.2.8	To Make Permanent Road Closure Order	26
2.2.9	To Assist in Obtaining the Consents	26
2.2.10	Diversion of Main Services	26
2.2.11	Encroachment	26
2.2.12	Additions to Lease	26
2.2.13	Not to Deal with Council's <u>Land</u>	27
2.2.14	Comply with Existing Mothercare Agreement	27
2.2.15	To Perform Replacement Agreements	27
2.2.16	Council's Warranty	27
3.	CONDITIONALITY OF AGREEMENT	27
3.1	Prior Conditions	27
3.2	Waiver of conditions	29
3.3	Agreement becoming unconditional	30
3.4	Conditions Precedent to the Grant of the Lease	31
3.5	Provisions relating to Transfer of Developer's Land and Title	31
3.6	Provisions Applying if Agreement Determined	32

4.	NOTICE OF IMPLEMENTATION	33
5.	LICENCE AND OCCUPATION	33
5.1	Licence to Enter	33
5.2	Licence Subject to Existing Rights	34
5.3	Acceptance of Condition of Development Area	34
6.	DEVELOPER'S COVENANTS RELATING TO CARRYING OUT OF DEVELOPMENT AND ENTRY INTO AGREEMENTS FOR LEASE	34
6.1	To Comply with CDM Regulations	34
6.2	To enter into Main Contract	35
6.3	Obtain Necessary Consents	35
6.4	To allow archaeological investigation	35
6.5	Additions and Alterations to Documents	35
6.6	Commencement; Timing; Force Majeure	37
6.7	To carry out Highway Works	40
6.8	Compliance with the Section 106 Agreement and the New Section 106 Agreement	40
6.9	To Comply with Statutory and other Requirements	40
6.10	Not to Damage Highways and Other Land	41
6.11	To Insure	41
6.12	Not to Render Insurance Policies Void	42
6.13	To Permit Council to Enter and Inspect	42
6.14	Archaeological Investigation	43
6.15	Requirements of Highway Authority	43
6.16	Listed Buildings	43
6.17	Landscaping	43
6.18	Disabled Persons	43
6.19	Public Conveniences	44
6.20	Taxi Ranks	44
6.21	Refuse Facilities	44
6.22	Community Advice and Information Unit	45
6.23	Access	45
6.24	Car Park Management	45
6.25	To Enter into Agreements for Lease	45
6.26	Displaced Occupiers	46
6.27	Approval of Shop Fronts	46
6.28	To Pay Outgoings	46
6.29	Riverside Works	47
6.30	Millennium Tower	47
6.31	To Give Notices and Pay Charges	47
6.32	To Indemnify Council Against Third Party Claims	47
6.33	Dealings with the Development Agreement	48
6.34	Practical Completion Certificate	48
7.	PAYMENT OF TRANSPORT COMMUTED SUM	50
8.	PROVISION OF AFFORDABLE HOUSING	50
9.	COUNCIL'S COVENANTS	51
9.1	Diversion of sewers and drains	51
9.2	Not to deal with the Council's interest	51
9.3	To indemnify the Developer against breach	52

9.4	Registration of the Council's Title to the Development Area and the Developer's Title to the Lease	52
9.5	Promotional Material	53
9.6	Pedestrianisation of Broad Street East	53
9.7	Signage	53
9.8	Insolvency Event	53
9.9	New CPO	53
9.10	Section 177 of the Highways Act	53
9.11	Millennium Tower	54
9.12	VAT	54
10.	PAYMENT OF COUNCIL'S COSTS	54
11.	GRANT OF AND PAYMENT OF THE RENT UNDER THE LEASE . . .	56
12.	GRANT OF UNDERLEASE OF COMMUNITY ADVICE AND INFORMATION UNIT	58
13.	GENERAL PROVISIONS	59
13.1	Payment of interest	59
13.2	Disputes	59
13.3	Default	61
13.4	Sufficiency of authority	62
13.5	Service of notices	62
13.6	Continuance of Obligations	63
13.7	Council's powers as local authority	63
13.8	Anti-corruption provisions	63
13.9	Provisions relating to Development Liaison Group	63
13.10	No Partnership	64
13.11	Terms of Agreement	64
13.12	Non-Merger	64
13.13	Material Event	64
13.14	Endorsements on this Agreement	64
13.15	Publicity	65
14.	SURETY'S COVENANTS	65
	THE FIRST SCHEDULE	
	(Plans, Drawings, being "the Documents")	66
	THE SECOND SCHEDULE	
	(Replacement Agreements)	67
	THE THIRD SCHEDULE	
	(Deeds relating to Developer's Land)	67
	THE FOURTH SCHEDULE	
	(Deeds relating to Council's Land)	71
	THE FIFTH SCHEDULE	
	(Restrictions on Use)	75

APPENDICES

1. Additional Land
2. Additional Stopping Up Order
3. The Centre
4. Council's Land
Debenham's Land
Developer's Land
RTL Land
7 Bridges House
5. Debenhams PLC Land Contract
6. Development Area
7. Lease
8. NCP Land
9. Outstanding Highway's Land
10. New Planning Application (with list of drawings attached)
11. New Scheme Drawings
12. Highways Works Agreement
13. Phases 1, 2 and 3
14. Planning Consent
15. Private Treaty Land
16. Statutory Consents - Area of Oversail
17. Programme
18. Pro Forma Letter (Lettings)
19. Pre-Let Summaries
20. Millenium Tower
21. The CPO Plan
22. The Areas of sub-soil which may be demised pursuant to the Lease

THIS AGREEMENT is made the *Twenty first day of March*

1997/

BETWEEN:

- (1) **READING BOROUGH COUNCIL** of Civic Centre Reading Berkshire RG1 T ("Council")
- (2) **BICC DEVELOPMENTS LIMITED** Registered Office: Devonshire House Mayfair Place London W1X 5FH (Co. Reg. No. 1881541) ("First Developer") and
- (3) **THE READING ORACLE LIMITED** Registered Office: Devonshire House aforesaid (Co. Reg No. 2337148 ("Second Developer"))
- (4) **BICC PLC** Registered Office Devonshire House Mayfair Place London W1X 5FH (Co. Regn. No. 395826) ("Surety")
- (5) **HAMMERSON UK PROPERTIES PLC** Registered Office: 100 Park Lane London W1Y 4AR Co. Regn. No. 298351 ("Replacement Developer")
- (6) **HAMMERSON PLC** Registered Office: 100 Park Lane London W1Y 4AR Co. Regn. No. 360632 ("Replacement Surety")

WHEREAS:

- (A) The Council pursuant to its powers in Part IX of the 1990 Act (and in particular Sections 226(1)(a) 227 and 233) and all other appropriate powers desires to secure the comprehensive redevelopment of the land situate in Reading bounded by Gun Street Minster Street King Street Duke Street London Street Mill Lane and Bridge Street including the provision of a shopping centre leisure facilities restaurants public house (or similar) residential accommodation riverside walkways and car parking and the improvement of the amenities of all such land
- (B) The Development (as herein defined) is intended (amongst other things) to provide good quality shopping facilities (including in particular two department stores) to provide commercial advantage to the parties hereto
- (C) To procure the carrying out of the Development the Developer and the Council have agreed to enter into certain undertakings with each other as hereinafter provided
- (D) The Developer and the Surety have entered into the Conditional Agreement (as herein defined) with the Replacement Developer and the Replacement Surety for (amongst other things) the sale of the Developer's Land by the First Developer to the Replacement Developer
- (E) The Developer and the Replacement Developer are both using reasonable endeavours to satisfy the conditions in the Conditional Agreement
- (F) It is anticipated that the conditions in this Agreement will be satisfied at or around the same time as the conditions in the Conditional Agreement.

- (G) Subject to satisfaction of their respective conditions the Parties' intentions are for the First Developer and the Surety to be released from their respective obligations under this Agreement and the Replacement Developer and the Replacement Surety to be substituted for them

WITNESSES as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Agreement the following words or expressions (set out in alphabetical order) shall unless the context otherwise requires or admits have the following meanings:

- | | | |
|-------|-----------------------------------|---|
| 1.1.1 | "Additional CPO" | an Order or Orders to be made by the Council for the compulsory acquisition of the Additional Land |
| 1.1.2 | "Additional Land" | the land forming part of the Development Area not forming part of the CPO Area shown coloured red on the Plan annexed hereto as Appendix 1 or such other area of land as may be agreed between the Council and the Developer (acting reasonably) as being required to enable the Implementation of the New Planning Consent (if granted) NN
u3 |
| 1.1.3 | "Additional Stopping Up Order" | an Order to be made by the Secretary of State for Transport pursuant to Section 247 of the 1990 Act authorising the Stopping Up of the four areas of Highway shown delineated as areas PRS and T on Plan No 3 T36568/B/16C annexed hereto as Appendix 2 or such other area of land as may be agreed between the Council and the Developer (acting reasonably) as being required to enable the New Planning Consent (if granted) to be Implemented |
| 1.1.4 | "Affordable Housing Commuted Sum" | the sums covenanted to be paid by the First Developer to the Council pursuant to the Section 106 Agreement or (if the New Planning Consent is granted) any New Section 106 Agreement |
| 1.1.5 | "Agreement for Lease" | any unconditional agreement for lease entered into by the Developer with an occupational tenant pursuant to the terms of this Agreement for the grant of a lease |
| 1.1.6 | "Approval Procedure" | (wherever this Agreement provides that the same shall apply) that the approval in question is not to be unreasonably withheld or delayed and to be deemed to have been given unless a reasonable written refusal (with written reasonable reasons justifying the refusal) has been given to the Party |

- requesting the approval (in writing) within 28 days of receipt of a request for approval
- 1.1.7 "Architects" Haskell & Company of 39 Harrington Gardens London SW7 4JU and such other reputable firm of architects as the Developer may from time to time appoint with the written approval of the Council (such approval not to be unreasonably withheld)
- 1.1.8 "Art Gallery" a unit within the Centre shown coloured yellow on Plan No's 1468/0303 and 0304 annexed at Appendix 3 for use as an arts and crafts gallery that in the majority of the accommodation exhibits and sells works in a variety of media and that offers (but not exclusively) an outlet for local artists
- 1.1.9 "Associated Works" the Highway Works and works required to be carried out by the Developer pursuant to the Section 106 Agreement or (if the New Planning Consent is granted) any New Section 106 Agreement
- 1.1.10 "CDM Regulations" the Construction (Design and Management) Regulations 1994
- 1.1.11 "Centre" the retail shopping centre to be known as The Oracle including the Restaurants the Community Advice and Information Unit the Creche the Department Stores the Public House the Centre Car Park the South Bank Car Park the Leisure Unit the Residential Units the Art Gallery the Shopmobility Facility and ancillary storage and service accommodation public conveniences and landscaped areas to be constructed as part of the Development as shown and described in the Documents on Plan No's 1468/0303;/0304;/0305;/0306;/0307 annexed hereto as Appendix 3
- 1.1.12 "Centre Car Park" the roof top car park on the roof of the Centre in the location shown coloured green on Plan Nos 1468/0303;/ 0304;/0305;/0306;/0307 annexed at Appendix 3 *(on grand forward rezoning plan)* NN
- 1.1.13 "Community Advice Information Unit" a unit within the Centre in the location shown coloured yellow cross-hatched black on Plan No. 1468/0304 annexed at Appendix 3
- 1.1.14 "Conditional Agreement" an Agreement dated 24 December 1996 made between the First Developer (1) the Surety (2) the

Replacement Developer (3) and the Replacement
Surety (4)

1.1.15 "Consents"

(where the context requires) the Planning Consent or (if granted) the New Planning Consent and the approval of matters reserved by the Planning Consent or (if granted) the New Planning Consent and any consents (or approval of reserved matters arising out of such consents) granted following any Subsequent Planning Applications approvals under the building regulations the relaxation of building regulations listed building consents conservation area consents and all other consents licences permissions and approvals necessary for the carrying out and completion of the Development and/or the Developer's Works including any consents agreements or the like relating to the Highways Works the Associated Works and the provision amendment or enlargement of all Main Services including without prejudice to the generality of the foregoing any licences or consents relating to the building over or projection of any part of the Development and/or the Developer's Works over into and/or onto any public highways

1.1.16 "Consultants"

the Architects the M&E Consultants the Planning Supervisor and the Structural Engineers collectively and such other consultants appointed by the Developer and notified to the Council in addition to or in substitution for any of the firms mentioned in this clause 1.1

1.1.17 "Council's Estates
Consultants"

Drivers Jonas of Berkeley Square House Berkeley Square London W1X 5PA or such other chartered surveyor or firm of Chartered Surveyors as may for the time being be appointed by the Council with the written approval of the Developer (such approval not to be unreasonably withheld or delayed)

1.1.18 "Council's Land"

that part of the Development Area the freehold interest in which is at the date of this Agreement in the ownership of the Council being the land shown coloured orange on Plan No. 1468/10050E annexed hereto as Appendix 4

1.1.19 "Council's Solicitors"

Campbell Hooper of 35 Old Queen Street London SW1H 9JD and Messrs Cartwrights of P O Box 18 Marsh House 11 Marsh Street Bristol BS99 7BB or such other solicitor or other firm of Solicitors as may for the time being be appointed by the Council and notified to the Developer

- 1.1.20 "CPO" the Reading Borough Council (Minster Street Broad Street King Street London Street Mill Lane Bridge Street and Gun Street) Compulsory Purchase Order 1991 dated 18 October 1991 and made by the Council pursuant to Section 226 of the 1990 Act in respect of parts of the Development Area not at the date of such order within the ownership of the Council, Notice of Confirmation of which was published on 6 May 1994 in respect of the CPO Area a copy of which is annexed at Appendix 21
- 1.1.21 "CPO Area" the area the subject of the CPO
- 1.1.22 "Creche" the provision of a facility within the Centre fitted out in accordance with a specification detailing the construction and initial operational proposals to be approved by the Council (in accordance with the Approval Procedure) for the purpose of providing for at commercial rates a child minding service for the children of shoppers and other bona fide users of the Centre between 2½ and 8 years of age for a maximum of four hours duration in any one day such facility to be open during the usual opening hours of the Centre in the location shown coloured red hatched black on Plan No. 1468/0306 annexed at Appendix 3
- 1.1.23 "Currently Approved Design" the design including (without prejudice to the generality thereof) the appearance layout accesses levels and details of the materials and finishes of the Development which at any relevant time is described in the Documents which are then in existence and (insofar as required by this Agreement) approved by the Council
- 1.1.24 "Debenhams Land" the land shown tinted mauve on Plan No 1468/10050E annexed hereto as Appendix 4 the freehold of which is currently vested in Debenhams PLC
- 1.1.25 "Debenhams Land" Contract" a contract for the sale and purchase of the Debenhams Land to be made between Debenhams PLC (1) and the First Developer substantially in the form annexed as Appendix 5
- 1.1.26 "Deed of Release and Novation" a deed to be entered into by the Parties under which (a) the First Developer and the Surety will be released from their respective obligations under this Agreement (b) the Replacement Developer and

- Replacement Surety will contract to perform such obligations and (c) the Council will contract with the Replacement Developer and Replacement Surety to perform its obligations
- 1.1.27 "Department Stores" two department stores forming part of the Centre as shown coloured red on Plan No's.1468/0303;/0304;/0305 and 0306 annexed at Appendix 3
- 1.1.28 "Developer" together the First Developer and the Second Developer
- 1.1.29 "Developer's Land" the several parcels of land shown coloured red on Plan No 1468/10050E annexed as Appendix 4 being part of the Development Area the freehold or leasehold interest in which is either at the date of this Agreement in the ownership of the Developer or any company controlled by the Developer or is acquired by the Developer after the date hereof and which will include inter alia the Private Treaty Land and the Debenhams Land
- 1.1.30 "Developer's Solicitors" Forsyte Saunders Kerman of 79 New Cavendish Street London W1M 8AQ or such other firm of solicitors as may for the time being be appointed by the Developer and notified to the Council
- 1.1.31 "Developer's Works" the works in connection with the construction of the Development details of which are set out in the Documents
- 1.1.32 "Development"
- (a) the demolition of any buildings erections or structures situate or constructed at the date of this Agreement upon the Development Area;
 - (b) the construction upon the Development Area of the Centre (comprising approximately 60,242 sq m of gross built floorspace or (if granted) the gross built floorspace permitted under the New Planning Consent and the Offices and the Residential Units;
 - (c) the refurbishment of office space at Seven Bridges House and the refurbishment of 2-4 London Street;
 - (d) the Associated Works and the Highway Works and the construction and provision of all Mains Services and facilities within

or intended to serve the Development Area and

- (e) the making good and provision of paving or other wearing surfaces in respect of all areas between the proposed buildings and the existing boundaries of the highways known as Minster Street Duke Street London Street Mill Lane and Bridge Street

all in accordance with the Documents and with the Planning Consent or (if granted) the New Planning Consent and any amendments thereto the Consents and this Agreement (including variations substitutions and alterations permitted under this Agreement) PROVIDED THAT the Development does not for the purpose of the obligations of the Developer to the Council hereunder include shopfronts or shop fitting works which are intended to be carried out by the tenants and occupiers of the Development to the intent that as part of the Development the premises intended to be let or occupied will only be constructed by the Developer to a shell finish

1.1.33 "Development Area"

the land situate in Reading Berkshire bounded by Gun Street Minster Street King Street Duke Street London Street Mill Lane and Bridge Street Broad Street and shown edged green and red and tinted yellow on Plan No 1468/10053B annexed hereto as Appendix 6

1.1.34 "Development Liaison Group"

a group consisting of representatives from each of the Developer and the Council whose objective is to liaise in relation to the control and administration of the Development with a view to procuring its construction in accordance with the terms of clause 13.9 of this Agreement

1.1.35 "Development Period"

in respect of Phase 1 a period of 36 months from Implementation in respect of Phase 3 a period of 21 months from the date of Practical Completion of Phase 1 subject to Debenhams PLC having transferred the Debenhams Land to the Council and given vacant possession of the same to the Council PROVIDED THAT if the New Planning Consent is granted the period for Phase 2 will be 36 months from Implementation

1.1.36 "Documents"

either the drawings forming part of the Planning Consent describing the Development and the

Developer's Works and showing the location of each component part of the Development referred to herein as specified in the First Schedule or if the New Planning Consent is granted and (subject to the provisions of Clause 6.5.6) the Drawings or any other drawings approved (where such approval is required) in accordance with clause 6.5 (including any amendments evidenced by memoranda signed on behalf of the Council and the Developer annexed thereto or permitted pursuant to clauses 6.5.2 or 6.5.3 or any other clause in this Agreement)

- | | | |
|--------|--|---|
| 1.1.37 | "Drawings" | the drawings annexed to the New Planning Application |
| 1.1.38 | "Existing Mothercare Agreement" | an Agreement dated 10 June 1992 between the Second Developer (1) the Council (2) Davenbush Limited (3) and Mothercare UK Limited (4) |
| 1.1.39 | "Existing NCP Agreement" | a Deed dated 5 November 1992 between the Council (1) the Second Developer (2) and National Car Parks Limited (3) |
| 1.1.40 | "Final Completion Certificate" | a certificate to be issued by the relevant person pursuant to the Main Contract that the works in relation to the Development or that part the subject of that Main Contract have reached the stage of final completion in accordance with the Main Contract |
| 1.1.41 | "General Conditions" | the National Conditions of Sale 20th Edition |
| 1.1.42 | "Highway Authority" | Berkshire County Council or its successors |
| 1.1.43 | "Highway Works" | the works required to be carried out by the First Developer pursuant to the Highway Works Agreement |
| 1.1.44 | "Highway Works Agreement" | an agreement to be made between the Council (1) the Highway Authority (2) the First Developer (3) and the Surety (4) pursuant to (inter alia) Section 278 of the Highways Act 1980 to be substantially in the form of the draft annexed at Appendix 12 subject to any amendments that may be agreed between the parties to it after the date hereof to provide for (inter alia) the Implementation of the Planning Consent or (if granted) the New Planning Consent and any agreement replacing or superseding the same |

1.1.45 "Implementation"

the date the Developer shall specify in a written notice to the Council of its intention to commence the relevant Phase of the Development in accordance with the Planning Consent or (if granted) the New Planning Consent or (if earlier) the commencement of the relevant Phase of the Development in accordance with the Planning Consent or (if granted) the New Planning Consent by the carrying out on the Development Area of a material operation as defined in Section 56(4) of the 1990 Act and the expression Implemented shall be construed accordingly

1.1.46 "Insolvency Event"

any of the following events (insofar as the same has or is likely to have a material adverse effect upon the performance of the Developer's obligations under this Agreement) being in relation to the Developer that:

- (a) it is deemed unable to pay its debts as defined in Section 123 (but excluding sub-section (1) a thereof) of the Insolvency Act 1986 (referred to as "the Act" in the remainder of this definition)
- (b) a proposal is made for a voluntary arrangement under Part I of the Act
- (c) an administration order is made and not withdrawn within 14 days under Part II of the Act
- (d) a receiver or manager is appointed whether under Part III of the Act (including an administrative receiver) or otherwise and not removed within 14 days
- (e) it goes into liquidation as defined in Section 247(2) of the Act (other than a voluntary winding up which is first approved by the Council and is for the sole purpose of amalgamation or reconstruction while solvent)
- (f) a proposal is made for a scheme of arrangement under Section 425 of the Companies Act 1985

1.1.47 "Joint Venture"

any arrangement whereby any one or more third

Arrangements"	party is to acquire directly or indirectly an interest or share or a right to participate in the Development
1.1.48 "LSU5"	the large shop unit with a net internal area of approximately 5,110 square metres to be constructed as part of the Development as shown and described in the Documents
1.1.49 "Lease"	a lease of the Development Area to be granted pursuant to clause 11 by the Council to the Developer for a term of 250 years commencing on the Term Commencement Date in the form annexed at Appendix 7
1.1.50 "Leisure Unit"	that part of the Centre to be constructed as part of the Development as shown and coloured purple on Plan No. 1468/0303 annexed at Appendix 3
1.1.51 "M&E Consultants"	Hoare Lea and Partners or such other firm of mechanical and electrical engineers appointed by the Developer and notified to the Council
1.1.52 "2-4 London Street"	the land (and the buildings constructed thereon) being that part of the Development Area in the approximate position shown hatched black and coloured mauve on Plan No's 1468/0303;/0304;/0305;/0306 and 0307 annexed at Appendix 3
1.1.53 "Main Contract"	any building contract or contracts in relation to the Development or part thereof with the Main Contractor for the carrying out of the Development which shall be under seal and shall be in appropriate form and which shall include provisions incorporating a defects liability period of at least 6 months in respect of building works and of at least 12 months in respect of technical and engineering works in each case from the relevant practical completion certificate or the Sectional Completion Certificate and shall include an obligation on the part of the relevant Main Contractor to comply with the Council's "Considerate Contractor Scheme"
1.1.54 "Main Contractor"	the main contractor or contractors selected by the Developer and notified to the Council to perform the Main Contract in relation to the Development or part thereof or such other reputable main contractor as may thereafter be employed by the Developer or which may be the Developer or any

- subsidiary associated or holding company of the Developer
- 1.1.55 "Main Services" all sewers drains pipes mains wires cables lines ducts conduits and other apparatus or media for the passage running and conduct of foul and surface water drainage fresh water supply gas electricity telephone radio and television satellite or cable signals and other electrical impulses and any other services whatsoever including (where the context so admits or requires) the services themselves running in through or along any such apparatus or media
- 1.1.56 "Master CPO Indemnity Agreement" an Agreement of even date herewith made between the Parties in respect of the vesting of the Development Area
- 1.1.57 "Material Event" an occurrence of some fundamental act or event that was not in the contemplation of the Parties which the Parties (acting reasonably) agree permit the Developer to suspend the carrying out of the Development or part of it
- 1.1.58 "Maximum Level" the sum of *Three hundred and fifty seven thousand* pounds (£347,000) exclusive of VAT *and* *disbursements* *and* *at NN*
- 1.1.59 "Method Statement" the Method Statement to be agreed between the Council and the Developer in accordance with the provisions of Condition 59 of the Planning Consent or (if the New Planning Consent is granted) the relevant Condition of the New Planning Consent exclusive of VAT and disbursements
- 1.1.60 "NCP Land" the land coloured brown on Plan No 1463/10051B annexed hereto as Appendix 8
- 1.1.61 "NCP CPO Indemnity Agreement" an Agreement dated 27 January 1997 between Reading Borough Council (1) BICC Developments Limited (2) BICC PLC (3) Hammerson UK Properties PLC (4) and Hammerson PLC (5) in respect of the vesting of the NCP Land
- 1.1.62 "NCP Ground Lease Agreement" an Agreement dated 27 day of January 1997 between the Council (1) the Developer (2) and the Replacement Developer (3)
- 1.1.63 "NewCo" a newly incorporated company or companies either directly or indirectly owned by the Replacement Developer as part of any Joint Venture

		Arrangements that it may enter into in order to carry out the Development subject to the Replacement Surety at all times guaranteeing the obligations of NewCo
1.1.64	"New Planning Application"	the First Developer's application for the New Planning Consent dated 7 January 1997 under reference number 97/0017/FD a copy of which is annexed at Appendix 10 together with a list of the drawings accompanying the New Planning Application
1.1.65	"New Planning Consent"	the detailed planning consent for the Development as may be made pursuant to the New Planning Application
1.1.66	"New Scheme Drawings"	Plan No's 1468/10095A, 96A, 97A, 98 and 99E copies of which are annexed at Appendix 11
1.1.67	"New Section 106 Agreement"	any agreement required to be entered into between the Council (1) the Developer (2) the Surety (3) under S106 of the 1990 Act as a condition of the grant of the New Planning Consent
1.1.68	"Notice of Determination"	a written notice served by the Replacement Developer terminating the Conditional Agreement
1.1.69	"Notice of Unconditionality"	a written notice served by the Replacement Developer for itself and the Replacement Surety on the Council which is also sent to the Developer and the Surety and in which the Replacement Developer confirms that the conditions in the Conditional Agreement have been satisfied or (if they have not been satisfied) waived by the Replacement Developer
1.1.70	"Offices"	the office block comprising approximately 3,250 square metres with associated service accommodation car parking spaces and landscaped areas which may be constructed as part of the Development
1.1.71	"Order"	the Town and Country Planning (Use Classes) Order 1987 (in this Agreement meaning that order only and the provisions of clause 1.2.5 shall not apply to this definition)
1.1.72	"Outstanding Highways Land"	those parts of the highways adjoining or abutting the Development Area which are not within the ownership of the Council or the Developer and which are required for the carrying out and completion of the Developer's Works the

Associated Works and/or the Highway Works and which are (as the Council hereby confirms and warrants) in the ownership of the Highways Authority and which are shown edged with a broken red line on Plan No 1468/10024D annexed at Appendix 9 and such additional areas of highway in the ownership of the Highway Authority which immediately adjoin it within the Development Area which may subsequently be identified as being necessary for the construction of the Development pursuant to the Planning Consent or (if granted) the New Planning Consent

NN
JB

1.1.73 "Parties"

the parties to this Agreement and "Party" shall mean either the Council the Developer the Surety the Replacement Developer or the Replacement Surety as the context may require

1.1.74 "Pedestrian Routes"

the pedestrian accessways across the Development Area to be constructed as part of the Development as shown on the Plans annexed at Appendix 3

1.1.75 "Phase 1"

that part of the Development comprising the Centre and the Centre Car Park up to Minster Street and south to the River Kennet and bridges the extent of which is shown edged red on Plan No 1468/10028C annexed hereto as Appendix 13

1.1.76 "Phase 2"

that part of the Development south of the River Kennet including the South Bank Car Park Restaurants and Public House the extent of which is shown edged green on Plan No 1468/10028C annexed hereto as Appendix 13

1.1.77 "Phase 3"

that part of the Development comprising the existing Debenhams Store (being the Debenhams Land) north of Minster Street to Broad Street the extent of which is shown edged purple on Plan N1468/10028C annexed hereto as Appendix 13 and the expressions "Phase" or "Phases" shall be construed accordingly

1.1.78 "Planning Consent"

the detailed planning consent for the whole of the Development dated 24 December 1996 and issued with reference no 95/0740/FD a copy of which is annexed hereto as Appendix 14

1.1.79 "Planning Supervisor"

Symonds Travers Morgan or such other person the Developer appoints pursuant to the CDM Regulations and notifies to the Council

- 1.1.80 "Plans" the plans annexed hereto whereon all areas and features shown by colouring hatching edging or otherwise are so shown for the purpose of identification only and not delimitation (except where it is indicated to the contrary herein)
- 1.1.81 "Practical Completion" practical completion of the construction of the Developer's Works or Phase 1 and/or Phase 2 and/or Phase 3 and/or a specific part of any such phase thereof and the Associated Works and the Highway Works in accordance with the Main Contract and "Practically Completed" and "Practical Completion Date" and similar expressions shall be construed accordingly
- 1.1.82 "Practical Completion Certificate" a certificate or certificates to be issued by the relevant person pursuant to the relevant Main Contract that the Developer's Works (or the relevant Phase thereof or a specific part thereof) and the Associated Works and Highway Works have reached the stage of Practical Completion and the expression "Certificate of Practical Completion" shall have the same meaning
- 1.1.83 "Preparatory Works"
- (a) demolition of existing buildings and structures (provided that any listed buildings or unlisted buildings in a conservation area may only be demolished where listed building consents or conservation area consents (as the case may be) have been obtained) and the proposed demolition:
 - (i) is necessary for archaeological investigation: or
 - (ii) is necessary for the reconfiguration of the British Telecom service yard: or
 - (iii) has been approved in writing by the Council (which approval will not be unreasonably withheld or delayed)
 - (b) archaeological investigation
 - (c) termination/diversion of existing services (provided these do not affect third party rights)

- (d) reconfiguration of British Telecom service yard and new 5 way cable route out to Minster Street
- (e) decontamination works
- (f) the erection of site security hoarding
- (g) site preparation and enabling works comprising:
 - (i) removal of surface/ground obstructions
 - (ii) works to Gun Street Yield Hall Lane/Place 2-4 London Street and 19 Bridge Street (some of which works may be Improvement Works (as that expression is defined in the Section 106 Agreement))
 - (iii) opening up of Holy Brook
- (h) site investigation comprising:
 - (i) ground contamination and ground water survey for the north and south banks of the River Kennet
 - (ii) topographical and physical survey for off site highways and location of British Telecom fibre optics
 - (iii) bore holes and trial pits associated with the River Kennet re-alignment and bridge foundations
 - (iv) test piling and pile probing
- (i) river bank works to the River Kennet being part of the Improvement Works (as defined in the Section 106 Agreement) and comprising the installation of replacement sheet piling to river bank and ground anchors associated drainage works and construction of a fire path in accordance with details approved by the Environment Agency and/or British

Waterways Board as appropriate and by the Council pursuant to the Planning Consent or (if granted) the New Planning Consent

- (j) realignment works to the River Kennet being part of the Improvement Works (as defined in the Section 106 Agreement) and comprising moving the north and south bank of the river adjacent to the proposed road bridge including the removal of existing sheet piling local services diversion/termination localised damming and installation of sheet piling works to re-form the gravel bed to the river and realignment of the fibre optics cable in accordance with details approved by the Environment Agency and/or British Waterways Board as appropriate and by the Council pursuant to the Planning Consent or (if granted) the New Planning Consent
- (k) construction of road bridge over the River Kennet being part of the Improvement Works PROVIDED THAT:
 - (i) no wearing course is applied prior to completion of Phase 1 (other than as may be required for health and safety reasons as approved by the Council (such approval not be unreasonably withheld or delayed));
 - (ii) the said road bridge has been constructed in accordance with details previously approved by the Council pursuant to the Planning Consent or (if granted) the New Planning Consent (such approval not be unreasonably withheld or delayed);
 - (iii) a temporary pedestrian bridge is provided in accordance with details previously approved by the Council (such approval not be unreasonably withheld or delayed) if it is not possible to

provide safe pedestrian access
across the new road bridge

(and for the avoidance of doubt
Implementation shall be deemed
to have occurred on the date of
breach of any of the provisos
(i)(ii) or (iii) listed above)

- (l) any other works as may be approved in
writing by the Council (such approval not
be unreasonably withheld or delayed)

1.1.84 "Prescribed Rate"

an annual rate of three per centum above the base
rate for the time being of National Westminster
Bank PLC and if such base rate shall cease to be
published such alternative equivalent base rate as
the parties shall agree or in default of agreement as
shall be determined by the President for the time
being of the Institute of Chartered Accountants or
his nominee acting as an expert

1.1.85 "Private Treaty
Land"

those parts of the Development Area which are not
at the date of this Agreement within the ownership
of the Council or the Developer and which are not
or cannot be included in the CPO and which are
shown edged with a broken red line on Plan No
1468/10023A and 1468/10026A and shaded red on
Plan No 1468/10055A annexed at Appendix 15 and
for the purposes of Clause 3.4 any of that land
within the Development Area acquired by the
Developer or the Replacement Developer after the
date of this Agreement

1.1.86 "Programme"

the programme for the carrying out of works of
construction of each Phase and its Associated
Works and Highway Works annexed at Appendix
17 to be prepared by the Developer and any
amendments thereto notified to the Council from
time to time

1.1.87 "Public House"

either a public house or licensed premises (other
than premises principally selling food) to be
constructed as part of the Development in the
location shown hatched blue on Plan No's
1468/0303;/0304;/0305;/0306 and 0307 annexed at
Appendix 3

1.1.88 "Quantity Surveyors"

Cyril Sweett of 60 Grays Inn Road London W1X
8AQ

1.1.89 "Replacement"

the agreements specified in the Second Schedule

Agreements"	and the agreements to be entered into to replace the Existing Mothercare Agreement and (for the purposes of this definition) the RTL Agreement
1.1.90 "Replacement Developer's Notice"	the written notice (or notices) to be given by the Replacement Developer to the Council in accordance with clause 3.3
1.1.91 "Restaurants"	the restaurants forming part of the Centre in the location shown coloured turquoise on Plan No's 1468/0303 and 0304 annexed at Appendix 3
1.1.92 "Residential Units"	4 residential units to be constructed on the corner of Broad Street and Minster Street and 36 residential units to be constructed off Minster Street with associated car parking spaces and landscaped areas to be constructed as part of the Development in the location shown coloured pink on Plan No's. 1468/0303;/0305; and 0306 annexed at Appendix 3
1.1.93 "Riverside Works"	the re-alignment of the stretch of the River Kennet within the Development Area as required under the Section 106 Agreement and (if the New Planning Consent is granted) the New Section 106 Agreement
1.1.94 "RTL Agreement"	the agreement dated 24 December 1996 made between the First Developer (1) Reading Transport Limited (2) and the Council (3) relating to the RTL Land and any agreements supplemental thereto
1.1.95 "RTL Land"	the land and premises currently owned by Reading Transport Limited at Mill Lane Reading as further described in the RTL Agreement as shown coloured light red on Plan No 1468/10050E annexed hereto as Appendix 4 and forming part of the Development area
1.1.96 "Secretary of State"	the Secretary of State for the Environment
1.1.97 "Section 106 Agreement"	the agreement dated 24 December 1996 under Section 106 of the 1990 Act and made between the Council (1) and the First Developer (2) relating to the Development Area
1.1.98 "Sectional Completion Certificate"	a certificate to be issued by the relevant person pursuant to the Main Contract that a specified part of the Development (being Phase 1 or Phase 2 or Phase 3 with their respective Associated Works and Highway Works) has been practically completed

- 1.1.99 "Seven Bridges House" the land (and buildings constructed thereon) being that part of the Development Area to be refurbished as part of the Development as shown coloured brown on Plan No 1468/0303/0304/0305/0306/0307 annexed hereto as Appendix 3
- 1.1.100 "Shopmobility Facility" a scheme or facility for the provision of wheelchairs for the use of disabled visitors to the Centre and the central shopping area of Reading town centre shown green hatched black on Plan No. 1468/0303 annexed hereto as Appendix 3
- 1.1.101 "South Bank Car Park" the car park on the south side of the River Kennet to be constructed as part of the Development as shown coloured light blue on Plan No's. 1468/0303;/0304;/10305;/0306 and 0307 annexed hereto at Appendix 3
- 1.1.102 "Specified Officer" the Chief Executive or such other the officer of the Council from time to time appointed to discharge functions on behalf of the Council and notified in writing to the Developer
- 1.1.103 "Statutory Consents" the following consents which may (for the avoidance of doubt) be in letter form:
- (a) consents from the Environment Agency and the British Waterways Board for the diversion of the River Kennet and the construction of bridges over the River Kennet
 - (b) consent from Thames Water plc for the discharge of water into the River Kennet
 - (c) licences from the Highway Authority granted pursuant to Section 177 of the Highways Act 1980 for the Development to oversail those parts of Minster Street Broad Street and Mill Lane shown coloured red on Plan No 1468/100578 [Box] annexed hereto as Appendix 16 ^{and} 1468/10093 ^{Schem} _{Error Scheme} CC
NN
- 1.1.104 "Stopping Up Order" the Stopping Up of Highways (Royal County of Berkshire) (No. 3) Order 1995 made by the Secretary of State for Transport on the 12 April 1995 authorising the Stopping Up of Yield Hall Lane, Yield Hall Place, part of Earley Place, the road formerly known as Gas Lane, part of Minster Street, highway land on the northwest side of Mill Lane, five unnamed access ways and two footpaths

- at Reading in the Royal County of Berkshire which expression shall include any modification to such Order
- 1.1.105 "Structural Engineers" Pell Frischmann of Pell Frischmann Consulting Engineers Limited of 5 Manchester Square London W1A 1AU or such other firm of structural engineers notified to the Council
- 1.1.106 "Subsequent Planning Applications" the New Planning Application and any subsequent planning application (whether for planning consent listed building consent or conservation area consent) made by or for the Developer after the date of this Agreement
- 1.1.107 "Tenants Handbook" the tenants handbook regarding shopfitting of the units and shop front design to be prepared by the Developer a copy of which shall be sent to the Council as soon as the handbook shall be finalised and thereafter any amendments variations and revisions thereto in respect of the retail units in the Centre and to be issued to tenants of such retail units
- 1.1.108 "Term Commencement Date" in relation to the Lease the date being the quarter day immediately preceding its completion
- 1.1.109 "Transport Commuted Sum" the sum of One Million Pounds (£1,000,000) covenanted to be paid by the Developer to the Highway Authority pursuant to the provisions of the Highway Works Agreement
- 1.1.110 "Unconditional Date" the date on which the last subsisting condition contained in clause 3.1 is either fulfilled or waived by the Replacement Developer in accordance with clause 3.2
- 1.1.111 "VAT" Value Added Tax or any other tax of a similar nature
- 1.1.112 "Water Authorities" the Environment Agency and/or Thames Water plc (as the case may be)
- 1.1.113 "1990 Act" the Town and Country Planning Act 1990

1.2 Interpretation

In this Agreement

- 1.2.1 words importing the masculine gender shall be deemed to include the feminine and the neuter and the singular the plural and vice versa unless the contrary is expressly provided or the context otherwise requires
- 1.2.2 obligations and liabilities of a party comprising more than one person are obligations and liabilities of such persons jointly and severally
- 1.2.3 any reference to a numbered clause or sub-clause or to a schedule is (except where indicated to the contrary) a reference to the corresponding clause or sub-clause of or schedule to this Agreement
- 1.2.4 any reference in a Schedule to a paragraph or sub-paragraph of a Schedule is (except where indicated to the contrary) a reference to a paragraph or sub-paragraph of the same Schedule (or part thereof) in which such reference occurs
- 1.2.5 any reference to any statute or any section thereof includes any amendment modification consolidation or re-enactment thereof and any statutory instrument direction or regulation made thereunder for the time being in force
- 1.2.6 any reference to the doing omission or permitting of any act or thing by the Council or the Developer includes the doing omission or permitting of that act or thing by any authorised agent workman servant or other authorised employee or agent of or any contractor engaged by either of them
- 1.2.7 any obligation on the part of the Developer or the Council not to do any act matter or thing shall be deemed to include an obligation not to permit or suffer the doing of the same (but only to the extent that it shall be in the power or control of the Developer or the Council not to permit or suffer the doing of the same)
- 1.2.8 the index clause headings and paragraph headings in this Agreement are for ease of reference only and shall not affect the construction thereof
- 1.2.9 any reference to a working day shall be deemed a reference to any day other than a Saturday a Sunday or public holiday
- 1.2.10 where the Developer covenants to do something it shall be deemed to fulfil such obligation if it procures that it is done
- 1.2.11 the expression "company" includes a body corporate howsoever and wheresoever constituted
- 1.2.12 (except where otherwise indicated) any reference to a measurement of any area is deemed to refer to the relevant method of measurement as defined in the Code of Measuring Practice of the RICS and ISVA 1994 (Fourth Edition)
- 1.2.13 (except where otherwise indicated) any reference to service of notice under this Agreement shall be deemed to require such notice to be in writing and any reference to the giving of consent by a Party shall be deemed to require that consent to be in writing

- 1.2.14 references in this Agreement to any area of land specified in this Agreement shall (where the context admits) include references to any part or parts thereof as well as to the whole.

2. OBLIGATIONS WHICH ARISE ON THE DATE OF THIS AGREEMENT

2.1 Developer's Obligations

The Developer covenants and agrees with the Council at its own expense:

2.1.1 Acquisition of Private Treaty Land

- (a) diligently to progress all negotiations taking place at the date hereof between the Developer and the parties having interests in the Private Treaty Land with a view to the acquisition or extinguishment of such interests by agreement and to use all reasonable endeavours to acquire all (on terms which are acceptable to the Developer acting reasonably) such interests with all due diligence and expedition
- (b) to reimburse to the Council any proper costs incurred by the Council in acquiring the Private Treaty Land pursuant to clause 2.2.3

2.1.2 Perform Replacement Agreements

- (a) to use all reasonable endeavours to perform all its obligations under the Replacement Agreements and to procure the same are rendered unconditional and procure the performance of all other parties' obligations under such agreements
- (b) to reimburse to the Council any proper costs incurred by the Council in performing its obligations pursuant to Clause 2.2.15

2.1.3 Replacement of Existing Mothercare Agreement and the Existing NCP Agreement

- (a) to use all reasonable endeavours to negotiate and enter into an agreement to extinguish or vary the Existing Mothercare Agreement and the Existing NCP Agreement to the intent that such agreements will be a Replacement Agreements to which the provisions to clause 2.1.2 will apply
- (b) to reimburse to the Council any proper costs incurred by the Council in performing its obligations pursuant to Clause 2.2.4

2.1.4 Preparation of Detailed Drawings

to the extent that it is necessary to procure that the Consultants shall diligently proceed with the production of detailed drawings of the Development and the amplification and refinement of the Documents so as to permit the Developer to fulfil its obligations under this Agreement

2.1.5 To Procure Pre-lettings

to use all reasonable endeavours to procure as soon as reasonably practicable (with a view to (but not being a condition precedent) the same being satisfied prior to the date the Developer requests the Council to grant the Lease) that the Department Stores the Leisure Unit and LSU5 shall each become the subject of an Agreement for Lease

2.1.6 To Procure Conditions are Satisfied

to use all reasonable endeavours to procure that the conditions specified in Clauses 3.1 are satisfied

2.1.7 To Keep Council Informed

to keep the Council fully informed of the Developer's progress towards achieving fulfilment of the conditions contained in clause 3.1 and in entering into agreements with adjoining owners of the Private Treaty Land referred to in clause 2.1.1(a) the replacement of the Existing Mothercare Agreement and the Existing NCP Agreement referred to in Clause 2.1.3 and the performance of the Replacement Agreements referred to in clause 2.1.2

2.1.8 Notice of Fulfilment of Conditions

as soon as reasonably practicable following its occurrence to give to the Council written notice of fulfilment of any of the conditions contained or referred to in clause 3.1

2.1.9 Remove Trespassers

to use all reasonable endeavours to ensure that prior to the Unconditional Date no part of the Development Area in which it has an interest is occupied by trespassers and to take all reasonable steps to procure that any trespassers promptly vacate the same

2.1.10 Not to Deal with Developer's Land

not to create or permit the creation of any new interest in any part of the Developer's Land other than short term leases or licences (the provisions of which are excluded from the security of tenure provisions of the Landlord and Tenant Act 1954) to expire prior to the anticipated date for the grant of the Lease and which contains provisions entitling the landlord to terminate the lease on sufficiently short notice

2.1.11 Comply with Existing Mothercare Agreement

until such time as such agreement is varied or extinguished to comply with the Developer's obligations in the Existing Mothercare Agreement

2.1.12 Undertakings Given in Relation to the CPO

(unless varied by subsequent agreement with such parties) to comply with the unilateral undertakings given by the Council to certain parties during the course of the CPO inquiry in respect of the Implementation of the CPO and/or the Stopping Up Order (details of which have been provided to the Developer prior to the date hereof) and any such undertakings as may be required to be given under the Additional Stopping Up Order and/or the Additional CPO

2.1.13 Debenhams Land Contract

to procure the assignment to the Council of the benefit of and the completion of the Debenhams Land Contract

2.1.14 New Planning Consent

if the New Planning Consent is granted to provide to the Council (as landlord) a complete set of the drawings that form part of the New Planning Consent

2.2 Council's Obligations

The Council covenants and agrees with the Developer:-

2.2.1 Deal with Subsequent Planning Applications

within the constraints of the Council's statutory powers and duties as local planning authority promptly and diligently to deal with any Subsequent Planning Applications

2.2.2 Remove Trespassers

to use all reasonable endeavours to ensure that prior to the Unconditional Date no part of the Development Area (owned by the Council and in which the Developer does not have an interest) is occupied by trespassers and to take all reasonable steps to procure that any trespassers promptly vacate the same

2.2.3 Acquisition of Private Treaty Land (including Outstanding Highways Land)

- (a) in consultation and in liaison with the Developer to negotiate as soon as practicable with the parties having any claim over or interest in the Private Treaty Land with a view to the acquisition and/or extinguishment of such claim or interests
- (b) in consultation and in liaison with the Developer to use all reasonable endeavours to procure that the Highway Authority shall sell or transfer its interest in the Outstanding Highways Land to the Council

as soon as is possible for the purpose of enabling the Associated Works and the Highways Works to be carried out on terms approved by the Developer (such approval not to be unreasonably withheld or delayed but having regard to the Programme)

2.2.4 Assist Negotiations in Varying the Existing Mothercare Agreement and the Existing NCP Agreement

to provide all assistance within the Council's powers (except payment of any consideration other than compensation to which any adjoining owner is entitled by reason of the making and confirmation of the CPO) reasonably requested by the Developer in negotiating an agreement to extinguish or vary the Existing Mothercare Agreement and the Existing NCP Agreement to the intent such Agreements shall be a Replacement Agreements to which clause 2.2.15 shall apply the Replacement Agreements and on request from the Developer as soon as reasonably practicable to enter into any such Replacement Agreements

2.2.5 To Exercise Statutory Rights

- (a) at the Developer's request and cost to procure the overreaching of any covenants affecting the Development Area and/or the surrender or extinguishment of any easements liberties privileges rights or advantages or other rights of third parties (as are referred to in Section 237 of the 1990 Act) over or in respect of the Development Area and for that purpose :-
 - (i) to appropriate for planning purposes any land held by the Council in the Development Area otherwise than for planning purposes pursuant to Section 122 of the Local Government Act 1972 (as amended)
 - (ii) at the Developer's request to acquire any parts of the Development Area vested in the Developer pursuant to Section 227 of the 1990 Act

2.2.6 Additional Stopping-Up Order

to perform its obligations to the Developer in relation to the Additional Stopping Up Order contained in the Section 106 Agreement and any New Section 106 Agreement and/or the Highway Works Agreement

2.2.7 To Make Temporary Road Closure Order During Construction

to use all reasonable endeavours to make or procure the making by the Council the Highways Authority or other appropriate authority of an order or orders for (or the renewals of) any temporary diversion or stopping-up or pedestrianisation (as soon as reasonably required by the Developer) of any highways which it is necessary to close or divert in connection with or in order to facilitate the Development and the Programme and subject to such conditions as the Developer shall reasonably require PROVIDED THAT if the necessary order or orders (and any renewals from time to time required) are not made the Developer shall be entitled to make such variations or amendments to the

Development and the Documents as may be approved by the Council (in respect of which approval the Approval Procedure shall apply) so that the Development can be carried out without requiring such diversion or stopping-up order as the case may be

2.2.8 To Make Permanent Road Closure Order

to use all reasonable endeavours to make or procure the making by the Council the Highways Authority or other appropriate authority of a permanent road closure order or stopping up order under the relevant legislation of any or all parts of the Outstanding Highways Land or such additional areas as may be required by the Developer (acting reasonably) for the purpose of constructing the Development pursuant to the Planning Consent of (if granted) the New Planning Consent

2.2.9 To Assist in Obtaining the Consents

to co-operate with and to provide every assistance within the Council's powers to the Developer (acting reasonably) in securing and obtaining the Consents having regard to the Programme and (without prejudice to the generality of the foregoing) to provide such assistance to the Developer as is reasonably practicable in procuring appropriate agreements with or consents from the British Waterways Board and the Environment Agency

2.2.10 Diversion of Main Services

to use all reasonable endeavours to make or where appropriate to procure the making by any relevant statutory authority or other body of an order or order to facilitate the diversion variation modification extinguishment of any Main Services passing through or under or serving or intended to serve the Development Area which is necessary or appropriate to divert in connection with the Development or in order to facilitate the carrying out of the Development and subject to such conditions as the Developer shall reasonably require

2.2.11 Encroachment

not knowingly to permit any new right easement interest privilege or advantage to be made or acquired into against or upon the Development Area and as soon as the same shall come to the notice of the Council to give written notice to the Developer of any such occurrence or claim in respect thereof and thereafter to act in accordance with reasonable directions or requirements of the Developer in order to resist or refute any such occurrence or claim which would be detrimental prejudicial or an impediment to the carrying out of the Development Works or any other works contemplated by this Agreement and the subsequent occupation and use of the Centre as a regional shopping centre

2.2.12 Additions to Lease

where the Additional Stopping Up Order or any Additional CPO or any other variations approved by the Council or the New Planning Consent (if granted)

result in a de minimis addition to the Development Area to add such addition either to the intended demise (prior to its grant) under the Lease or (if the Developer shall reasonably require) to the Lease by way of supplemental deed or by way of supplemental lease and for the purposes of this sub-clause the Council accepts that the additional areas of land at the date hereof comprising the Additional Land and the subject matter of the Additional Stopping Up Order (respectively) and shown on the plans annexed at Appendix 1 and Appendix 2 (respectively) are de minimis

2.2.13 Not to Deal with Council's Land

not to create or permit the creation of any new interest in the Council's Land other than short term leases or licences (the provisions of which are excluded from the security of tenure provisions of the Landlord and Tenant Act 1954) to expire prior to the anticipated date for the grant of the Lease and which contain provisions entitling the landlord to terminate the lease on sufficiently short notice

2.2.14 Comply with Existing Mothercare Agreement

until such time as such agreement is varied or extinguished to comply with the Council's obligations in the Existing Mothercare Agreement

2.2.15 To Perform Replacement Agreements

to use all reasonable endeavours to perform its obligations under the Replacement Agreements and to use all reasonable endeavours to procure the performance of all other parties' obligations under such agreements

2.2.16 Council's Warranty

The Council warrants that it has the power to enter into this Agreement and that it has obtained authority from the relevant committees in accordance with the Council's standing orders

3. CONDITIONALITY OF AGREEMENT

3.1 Prior Conditions

Except where the context requires or admits otherwise the obligations of the Parties hereunder (save for the obligations contained in clause 2 and clauses 3.5; 3.6; 5; 6.33; 9.2; 9.3; ; 10; 13; 14;) are conditional upon:

3.1.1 Acquisition of the Private Treaty Land

the acquisition by the Developer of the Private Treaty Land (whether by completed conveyance transfer or binding contract therefor)

3.1.2 Additional Stopping-Up Order

the making of the Additional Stopping Up Order

3.1.3 the Conditional Agreement becoming Unconditional

the Replacement Developer serving the Notice of Unconditionality

3.1.4 Pre-Lettings

(in relation to the Centre) the Developer entering into Agreements for Lease on terms acceptable to the Developer (acting reasonably) for the letting of the Department Stores the Leisure Unit and LSU5

3.1.5 Expiration of Period for Judicial Challenge of Planning Consent or (if granted) the New Planning Consent

the expiration of the period commencing on the date of issue of the Planning Consent or (if granted) the New Planning Consent equal to such period for judicial challenge as applies in the circumstances of the case during which period no application for judicial review under Order 53 of the Rules of the Supreme Court has been made by any third party arising from the grant of the Planning Consent or (if granted) the New Planning Consent ("Proceedings") or if Proceedings have been instituted during that period then the date the Planning Consent or (if granted) the New Planning Consent is finally granted or upheld following the exhaustion of Proceedings

3.1.6 Issue of the Statutory Consents

the issue of the Statutory Consents

3.1.7 Replacement Agreements

the novation of the Replacement Agreements by the Developer and the Surety whereby the Replacement Developer and the Replacement Surety assume the obligations of the First Developer and the Surety

3.1.8 RTL Agreement

the novation of the RTL Agreement by the First Developer and the Surety whereby the Replacement Developer and the Replacement Surety assume the obligations of the First Developer and the Surety

3.1.9 New Section 106 Agreement Highways Works Agreement

if the New Planning Consent is granted the completion of any New Section 106 Agreement and the Highways Works Agreement

3.1.10 Environment Agency

approval or deemed approval from the Environment Agency to the works to be carried out by the Developer to remediate the Development Area

3.1.11 Main Services

- (a) the consent of the Council in its capacity as a statutory authority to construct the Development over and adjacent to Holy Brook;
- (b) the consent of the relevant authority to construct the Development over the main sewer that crosses the Development Area from Bridge Street to Yield Hall Place; and
- (c) agreements in principle with all other relevant authorities for diversion/ modification of Main Services

3.1.12 The Master CPO Indemnity Agreement

the First Developer's the Surety's the Replacement Developer's and the Replacement Surety's obligations in the Master CPO Indemnity Agreement being rendered unconditional and the Secured Funding (as defined therein) being deposited as required thereunder

3.1.13 Acquisition of the Second Developer

the Replacement Developer having acquired the entire issued share capital of the Second Developer

3.2 Waiver of conditions

- 3.2.1 save as provided in clause 3.2.3 the Replacement Developer (but neither the Council nor the Developer) may at any time prior to fulfilment waive any or all of the conditions in clause 3.1 by 5 working days written notice to the Council and the Developer
- 3.2.2 where a condition is waived by the Replacement Developer it will be deemed to have been satisfied at the expiration of 5 working days from the date of the Replacement Developer's notice
- 3.2.3 the Replacement Developer may not waive the conditions contained in clauses 3.1.12 and 3.1.13
- 3.2.4 if at any time the Replacement Developer determines the Conditional Agreement by service of Notice of Determination it will at the same time serve a certified copy of such notice on the Council and the Developer
- 3.2.5 if at 5 May 1997 the Replacement Developer has served the Notice of Unconditionality but the Unconditional Date has not occurred this Agreement and the remaining Parties' obligations under it will remain in force until 31 December 1998 (or such later date as the remaining Parties may agree)
- 3.2.6 after 31 December 1998 (or such later date agreed pursuant to clause 3.2.5) any Party may (save where the Unconditional Date has already occurred) determine this Agreement by 20 Working Days written notice on the other remaining Parties
- 3.2.7 on service of a notice under clause 3.2.6 this Agreement (other than the provisions of clauses 3.6 and 10) shall (save where the Unconditional Date has

already occurred) automatically determine but without prejudice to any rights that any Party may have against another in respect of antecedent breaches

- 3.2.8 if the Replacement Developer has not served the Notice of Unconditionality by 5 May 1997 then any of the remaining Parties may terminate this Agreement at any time after 5 May 1997 by the service of 28 days written notice on the other remaining Parties and upon the expiration of the first of such notices to be served this Agreement shall automatically terminate (other than the provisions of clause 3.6 and clause 10) but without prejudice to any rights the remaining Party may have against another in respect of any antecedent breaches PROVIDED THAT if prior to 5 May 1997 the Developer requests the Council to agree to the novation of this Agreement to a third party the Council shall be entitled to approve or withhold approval to such third party in its absolute discretion but in exercising its discretion it shall act promptly and in good faith and will not demand the payment of a premium in consideration for the giving of such approval

3.3 Agreement becoming unconditional

- 3.3.1 This Agreement shall become unconditional upon the Unconditional Date if (but not otherwise) at that date the Replacement Developer has also served the Notice of Unconditionality whereupon:
- (a) the Replacement Developer and the Replacement Surety shall perform the respective obligations of the Developer and the Surety and (for the avoidance of doubt) all references in this Agreement to the Developer and the Surety shall henceforth be read and construed as being references to the Second Developer the Replacement Developer and the Replacement Surety and this Agreement shall be treated as varied according
 - (b) the Parties will enter into the Deed of Release and Novation
 - (c) the Council shall release the First Developer and the Surety from their respective obligations in this Agreement;
- 3.3.2 If at the date that the Replacement Developer serves the Notice of Unconditionality this Agreement has not yet become unconditional then upon service of the Notice of Unconditionality:-
- (a) the Replacement Developer and the Replacement Surety shall perform the respective obligations of the Developer and the Surety and (for the avoidance of doubt) all references in this Agreement to the Developer and Surety shall henceforth be read and construed as being references to the Second Developer and the Replacement Developer and the Replacement Surety and this Agreement shall be treated as varied accordingly;
 - (b) the Parties will enter into the Deed of Release and Novation; and
 - (c) the Council shall release the First Developer and Surety from their respective obligations in this Agreement

3.4 Conditions Precedent to the Grant of the Lease

the Replacement Developer may not serve notice on the Council pursuant to clause 11 requesting the Lease to be granted to it unless and until:

- (a) the Master CPO Indemnity Agreement has been rendered unconditional in respect of the CPO Area (to include (but at the Developer's discretion) the Developer's Land to be the subject of the Lease and Secured Funding (as defined in the aforesaid Agreement) has been deposited or guaranteed in accordance with the terms of the said Agreement and 28 days have elapsed since the general vesting declaration has been made pursuant to the CPO in respect of that part of the premises to be demised by the Lease (other than the Debenham's Land) or (if the Development Area is vested in phases) 28 days after the making of a vesting declaration in respect of the final phase); and
- (b) to the extent not included in the general vesting declaration made pursuant to the CPO the Developer has transferred or procured the transfer to the Council with full or (if only limited is available) limited title guarantee the Developer's Land (other than Seven Bridges House) and the Private Treaty Land
- (c) the Replacement Agreements have been rendered unconditional and any options requiring transfer of a land interest to be comprised in the Lease exercised and that land transferred to the Council
- (d) the Developer has assigned the benefit of the Debenhams Land Contract to the Council

and it is hereby agreed that the Replacement Developer's right to waive any conditions does not apply in relation to the aforementioned conditions

3.5 Provisions relating to Transfer of Developer's Land and Title

- 3.5.1 title to the Developer's Land having been deduced to the Council's Solicitors title thereto shall consist of copies of the relevant conveyances and other the documents described or referred to in the Third Schedule hereto
- 3.5.2 title to the Council's Land shall be deduced to the Developer's Solicitors and the abstract of title thereto shall consist of copies of the conveyances and other documents described or referred to in the Fourth Schedule hereto a duly certified copy of the CPO and the vesting declarations
- 3.5.3 title to such part or parts of the Development Area as are acquired by the Council by the making of any vesting declaration shall be deduced to the Developer's Solicitors within a period of fifteen working days after the making of that vesting declaration or within 15 days of completion in any other case and the abstract of title thereto shall consist of a duly certified copy of the CPO and the vesting declaration (if appropriate)

- 3.5.4 title to any other interest in the Development Area not otherwise falling within the provisions of clauses 3.5.1 3.5.2 or 3.5.3 shall be deduced as soon as reasonably practicable following completion of the acquisition by any of the Parties of such interest
- 3.5.5 copies of the deeds and documents referred to in sub-clauses 3.5.1 and 3.5.2 having been delivered prior to the execution of this Agreement in accordance with the provisions of those sub-clauses the Council and the Developer (to whose solicitors such copies have been produced) shall be deemed to have entered into this Agreement with full knowledge of the contents and effect thereof and of all matters referred to therein and shall raise no requisition thereon nor make any objection thereto (save in relation to any matters disclosed by the Developer's searches prior to the grant of the Lease and subject always to the provisions of clause 3.5.4 hereof)
- 3.5.6 for the purposes of affording to the Council a full and sufficient indemnity but not further or otherwise the Developer hereby covenants with the Council that the Developer and the persons deriving title under it will until the grant of the Lease at all times hereafter observe and perform all covenants agreements restrictions and stipulations contained or referred to in the conveyances and other documents described or referred to in the Sixth Schedule and the Fifth Schedule or otherwise comprising the title to any part or parts of the Development Area or any of them so far as the same relate to the Development Area and are still subsisting and capable of being enforced and shall as far as aforesaid indemnify and keep indemnified the Council and its successors in title from and against all actions proceedings claims demands costs losses or expenses howsoever arising in respect of any non-observance or non-performance thereof occurring at any time after the date of this Agreement and prior to the grant of the Lease
- 3.5.7 the General Conditions are incorporated herein so far as they are not varied by or inconsistent with the remaining provisions of this Agreement
- 3.5.8 General Conditions 1(1) to 1(6) inclusive 2 4 5(5) 7 8 21(2) and 21(3) shall not apply
- 3.5.9 the Developer shall assist (using all reasonable endeavours) the Council so that its freehold title in relation to the Developer's Land the Debenhams Land and the Private Treaty Land shall be registered with freehold Title Absolute
- 3.5.10 the Developer shall use all reasonable endeavours to procure that those parts of the Development Area not subject to a vesting declaration pursuant to the CPO is subject to a contract for the purchase of the same by the Developer by 5th May 1997

3.6 Provisions Applying if Agreement Determined

if this Agreement is determined pursuant to the provisions of clause 3.2 then following the expiration of the notice served pursuant to clause 3.2.6 the following provisions shall have effect:-

- 3.6.1 neither the Council nor the Developer shall have any claim against the other save in respect of any subsisting breach of any of the covenants and conditions contained in this Agreement and save in respect of any indemnity given to the Council by the Developer under the terms of this Agreement
- 3.6.2 in respect of any Preparatory Works carried out prior to the date this Agreement is terminated on any part of the Development Area the Developer shall (if requested by the Council) forthwith upon the date of expiry of such notice to put the relevant part of the Development Area in a safe state and condition and (if appropriate) levelled PROVIDED THAT the Developer shall not be liable under the provisions of this clause for the reconstruction of any buildings at the date of this Agreement situate or constructed on the relevant part of the Development Area which have been demolished by the Developer in accordance with its rights or obligations under this Agreement but the Developer shall remove all materials (if reasonably required) from the relevant part of the Development Area and shall indemnify and keep indemnified the Council from and against all actions proceedings claims demands costs losses and expenses howsoever arising out of entry into or upon the relevant part of the Development Area and any works carried out thereon by or on behalf of the Developer or any of the Consultants
- 3.6.3 if the Developer has paid any sum to the Council to in respect of any part of the Development Area that has been vested in the Council pursuant to the Master CPO Indemnity Agreement or if the Developer has transferred any of the Developer's Land to the Council pursuant to Clause 3.4(b) the Council shall transfer to the Developer without payment of consideration all interests in the relevant part of the Development Area acquired by the Council as aforesaid with any income received by the Council from such interests during the period of the Council's ownership thereof after deduction therefrom of the Council's proper legal and surveyors fees together with all stamp duty irrecoverable VAT and other disbursements thereon provided that the Developer shall become solely liable for the Council's liabilities in respect of the transferred interest and shall indemnify the Council's against any third party claims for breaches or non observance thereof

4. NOTICE OF IMPLEMENTATION

At any time on or after the Unconditional Date the Developer may give to the Council notice in writing of its intention to take occupation of the Development Area for the purposes of Implementation

5. LICENCE AND OCCUPATION

5.1 Licence to Enter

for the purpose of enabling the Developer to carry out the Preparatory Works and (until the Lease is granted (when exclusive possession will be granted)) the Development the Council grants to the Developer with effect from the date hereof licence and authority upon and subject to the remaining terms and conditions contained in this Agreement and with or without workmen vehicles plant machinery and materials to enter upon such part

or parts of the Development Area as are within the Council's Land or which has been vested in the Council pursuant to the CPO

5.2 Licence Subject to Existing Rights

the licence referred to in clause 5.1 shall subsist subject to:

- 5.2.1 all subsisting rights of access both vehicular and pedestrian currently enjoyed by the occupants of 3-11 and 15 Gun Street 14-16 King Street and Kings Walk Shopping Centre
- 5.2.2 the rights of the Council its agents contractors servants workmen and employees for the time being under clauses 6.14
- 5.2.3 the rights of all statutory undertakers and others in respect of any Main Services for the time being lying or passing in over under along across or through the Development Area

5.3 Acceptance of Condition of Development Area

the Developer shall take the Development Area in its present condition and without prejudice to the generality hereof shall be presumed to have satisfied itself before the date hereof both as to the extent of the Development Area and the ground conditions (including the subsoil water table level) thereof

6. DEVELOPER'S COVENANTS RELATING TO CARRYING OUT OF DEVELOPMENT AND ENTRY INTO AGREEMENTS FOR LEASE

The Developer hereby covenants and agrees with the Council at the Developer's own expense and to the intent that such covenants and agreements shall take effect in relation to the Development as a whole:-

6.1 To Comply with CDM Regulations

- 6.1.1 the Developer shall appoint the Planning Supervisor for the purpose of and in relation to the CDM Regulations
- 6.1.2 the Developer shall appoint the Contractor to act as Principal Contractor for the purposes of and in relation to the CDM Regulations
- 6.1.3 notwithstanding the generality of sub-clause 6.1.2 above the Developer shall:-
 - (a) procure that the Health and Safety Plan and Health and Safety File are prepared by the Planning Supervisor and updated in compliance with the CDM Regulations;
 - (b) procure that a copy of the Health and Safety File is (if requested by the Council) delivered to the Council on Practical Completion;
 - (c) ensure that professional indemnity insurance of the Architect M&E Engineer Structural Engineer and any sub-contractors with

responsibility for design appointed in relation to the Development extends to their respective obligations under the CDM Regulations and shall produce to the Council on demand from time to time such evidence as the Council may reasonably require to satisfy itself that the terms of this clause have been complied with

6.1.4 the Developer shall comply with any obligations imposed on the client in the CDM Regulations

6.2 To enter into Main Contract

to enter into the Main Contract prior to Implementation (or as soon as reasonably practicable thereafter) and as soon as possible thereafter to submit a copy thereof to the Council

6.3 Obtain Necessary Consents

as soon as reasonably practicable after the date hereof and prior to the Unconditional Date in respect of any Consents (except such of them as may properly and practicably be the subject of consent after commencement of the Development) to make application to the Council for and to use all reasonable endeavours to obtain with all due diligence and expedition the Consents (other than those consents licences permissions and approvals the obtaining of which is by law the sole responsibility of the occupier of the Development) under the 1990 Act the building regulations local byelaws and all other relevant legislation or otherwise as shall be necessary for the execution and completion of the Development

6.4 To allow archaeological investigation

not to commence construction of the Development or the Associated Works and Highway Works until such time as archaeological remains within the relevant part of the Development Area have been excavated and recorded in accordance with the requirements of the Section 106 Agreement or the New Section 106 Agreement (as the case may be)

6.5 Additions and Alterations to Documents

6.5.1 if the Developer shall desire to produce other documents in addition to or in substitution for those specified in the First Schedule (or any documents which may subsequently have been prepared by the Developer) and for those documents to be treated as part of the Documents then the Developer shall submit at least four copies of the same to the Council for approval (in respect of which approval the Approval Procedure shall apply) together with an indication of the effect thereof on the Programme PROVIDED THAT:-

- (a) there shall be no obligation to submit any plans sections elevations or specifications in so far as they relate to shop fronts or internal shop fitting works or other internal works to the Centre or to the interior of any buildings to be comprised in the Development or the Centre
- (b) for the avoidance of doubt the Council shall not be entitled to withhold its approval to any matters shown or contained in such

further plans sections elevations specifications and documents where such matters have already been shown or contained in previously approved plans sections elevations specifications and documents

6.5.2 no omissions variations or additions to the Documents shall be permitted without the previous approval in writing of the Council (in respect of which approval the Approval Procedure shall apply) PROVIDED THAT the Developer shall be permitted to make (without the consent of the Council):-

- (a) such omissions variations and additions which are requested by any third party pursuant to the Replacement Agreement Section 106 Agreement (if the New Planning Consent is granted) and any New Section 106 Agreement Highway Works Agreement and any other agreements disclosed to the Council which if refused by the Council would place the Developer in a position of breach of such documents
- (b) such omissions variations and additions which are required in order to comply with the Consents and the requirements of any statute building regulation or of the fire authority
- (c) such substitution of other materials for those mentioned in the Documents if such alternative materials are at least equal in quality and suitability to the materials which they replace
- (d) such minor omissions variations and additions which do not adversely affect the investment value of the Development

unless the omissions variations additions or substitutions referred to in (c) and (d) above fall within the scope of clause 6.5.3 in which case the Council's consent as provided for in clause 6.5.3 will be required to such omissions variations additions or substitutions and the Developer shall notify the Council of any such omissions variations additions or substitutions made pursuant to sub-clauses (a) (b) (c) and (d) hereof as soon as reasonably possible and in any event prior to implementation of the same unless the Developer can demonstrate that it was wholly impracticable to do so in all the circumstances

6.5.3 the Developer shall not make any omission variation or addition to the Documents without first notifying the Council of the same in writing and obtaining the Council's prior written approval (in respect of which the Approval Procedure shall apply) (save for the avoidance of doubt in relation to matters mentioned in clause 6.5.2(a) and (b)) if the omission variation or alteration would:-

- (a) materially alter or amend the design layout (to include the location of the constituent parts of the Centre) nature or standard of construction of the Development as provided in Documents
- (b) reduce the number of car parking spaces in the Development to below 2000
- (c) materially adversely alter the entrances to the Development from the public highway

- (d) reduce the size of the buildings to be erected on the Development Area to below 95% of the Development as approved by the Planning Consent or (if granted) the New Planning Consent
 - (e) change the nature of the Development from that contemplated in the Planning Consent or (if granted) the New Planning Consent
- 6.5.4 in deciding whether or not to approve any documents produced to it under the provisions of clauses 6.5.1 6.5.2 and 6.5.3 the Council:-
- (a) shall act reasonably and in good faith at all times
 - (b) shall not refuse approval vexatiously
 - (c) shall take due account of representations made to it by or on behalf of the Developer
 - (d) shall not seek to obtain a premium or like consideration as a condition for granting its approval
- 6.5.5 for the avoidance of doubt any documents recording approved amendments alterations or substitutions as referred to in clauses 6.5.1 6.5.2 or 6.5.3 above or which do not require such approval will become the Documents for the purposes of this Agreement and the Developer shall supply to the Council four copies of such Documents as soon as reasonably practicable
- 6.5.6 subject to the provisions of paragraph 6 of the Fifth Schedule if the New Planning Consent is granted whilst the Council approves (as landlord) in principle the proposed uses shown on the Scheme Drawings of the various component parts of the Centre the Developer shall submit to the Council for approval (in respect of which the Approval Procedure shall apply) its detailed proposals for the use of those areas shown hatched black on Plan No. 1468/10095A (being one of the New Scheme Drawings)

6.6 Commencement; Timing; Force Majeure

after Implementation the Developer shall procure that the Developer's Works are carried out and shall with all due diligence and in a timely manner to proceed with and carry out the same and (subject to the provisions of this Agreement for extensions of time) shall use its reasonable endeavours to complete within the relevant Development Period construction of the relevant Phase of the Development and the Associated Works and Highway Works in accordance with:-

- 6.6.1 the Programme
- 6.6.2 the Documents
- 6.6.3 the Method Statement
- 6.6.4 the Planning Consent (and if granted) the New Planning Consent and all building regulations and byelaw approvals and all other appropriate licences permissions and approvals relating to the relevant Phase and its Associated

Works and the Highway Works and the Riverside Works and current at the date of commencement of construction or coming into effect during construction if statutorily binding upon the Developer

- 6.6.5 the terms of the Main Contract
- 6.6.6 all British Standards and codes of practice applicable at the date of commencement of construction or coming into effect during construction if statutorily binding upon the Developer
- 6.6.7 the remaining provisions of this Agreement relating to the Development and the Associated Works and Highway Works

in a good and workmanlike manner with good quality materials of their several kinds

and so that the Development (or the relevant Phase) is practically completed within the Development Period PROVIDED THAT if Practical Completion has been delayed by reason of:-

- 6.6.8 force majeure or
- 6.6.9 adverse weather conditions or
- 6.6.10 loss or damage occasioned by any of the risks insured pursuant to clause 6.12 hereof and whether or not insured against pursuant to this Agreement or
- 6.6.11 civil commotion act of war terrorist attack riots vandalism trade disturbance or dispute local combination of workmen strike or lock-out affecting the Main Contractor employed upon the Developer's Works or any of the trades employed upon the Development or any of the trades engaged in the preparation manufacture or transportation of any of the goods and materials required for the Developer's Works or
- 6.6.12 alterations to the Developer's Works under clause 6.5 hereof or
- 6.6.13 the Developer's or Main Contractor's inability for reasons beyond its control to secure such labour goods or materials as are necessary to the proper carrying out of the Developer's Works or
- 6.6.14 the carrying out by a local authority or statutory undertaker of work in pursuance of its statutory obligations in relation to the Developer's Works or the failure to carry out such work or
- 6.6.15 the exercise after the date hereof by the United Kingdom Government of any statutory power which affects the execution of the Developer's Works by restricting the availability or use of labour which is essential to the proper carrying out of the Developer's Works or preventing the Main Contractor from or delaying the Main Contractor in securing such goods or materials or such fuel or energy as are essential to the proper carrying out of the Developer's Works or

- 6.6.16 any change after the date hereof of any Act of Parliament any instrument rule or order made by any Act of Parliament or any regulation or bylaw of any local authority or of any statutory undertaker which has jurisdiction with regard to the Development or with whose systems the same are or will be connected or
- 6.6.17 compliance with any permission or approval made by a decision of a relevant authority after the commencement of the Developer's Works pursuant to clause 6.1 hereof for the purposes of the Planning Consent or (if granted) the New Planning Consent or
- 6.6.18 adverse ground conditions obstructions and/or the presence of contamination or contaminants and/or the presence of fossils antiquities and other objects of interest or value which may be found on the Development Site or on excavating the same or
- 6.6.19 the Main Contractor not having received in due time necessary instructions drawings details or levels from the Architect or other member of the Developer's professional team and which the Architect or other member as aforesaid has taken all practical steps to provide in due time or
- 6.6.20 delay on the part of sub-contractors or suppliers which the Main Contractor has taken all practicable steps to avoid or reduce
- 6.6.21 compliance with any statutes rules regulations and bye-laws and the requirements of the local planning or other competent authority which could not have been reasonably anticipated at the date hereof or
- 6.6.22 any archaeological excavation or dig or
- 6.6.23 failure by the Council to comply with any of their obligations hereunder except where such failure is due to the act omission or neglect of the Developer or
- 6.6.24 the determination by the Developer for good cause of the Main Contract or
- 6.6.25 the Main Contractor or sub-contractors or suppliers engaged in connection with the Development or the supply of goods or materials in connection therewith becoming bankrupt or going into liquidation or making a composition or arrangement with creditors or having a winding-up order made or a resolution for voluntary winding-up passed or a provisional liquidator receiver or manager of its business or undertaking duly appointed or possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge or
- 6.6.26 the opening up for inspection of the Development or any part thereof or of the testing of any of the Development or the materials or goods therein including making good as a consequence thereof or
- 6.6.27 the failure of or delay in obtaining vacant possession of the Development Area
- 6.6.28 the inability of the Developer or the time taken to obtain the Council's approval to any matter as required hereunder subject to the Developer complying with

its obligations hereunder in relation to matters requiring the Council's approval or

- 6.6.29 any occurrences and/or events entitling the Main Contractor to an extension of time under the Main Contract or
- 6.6.30 due to the Developer acting in accordance with its obligations contained in the Replacement Agreements
- 6.6.31 due to the act default breach or negligence of any third parties in relation to the agreements referred to in clause 6.6.4

the relevant person appointed under the Main Contract to certify delays to the programme (not being one of the Parties) may as soon as the length of the delay in achieving Practical Completion has been ascertained certify under this Agreement (but not necessarily under the Main Contract at the same time) in writing an extension of time for Practical Completion equal to the length of delay PROVIDED THAT the Developer shall constantly use its reasonable endeavours to prevent delay and PROVIDED FURTHER such extension shall run consecutively except to the extent that the delays were concurrent in which case the extension shall run concurrently if this is fair and reasonable in the circumstances

6.7 To carry out Highway Works

to carry out the Highway Works in accordance with the Highway Works Agreement and to comply with all the obligations of the Developer thereunder

6.8 Compliance with the Section 106 Agreement and the New Section 106 Agreement

unless the same never become binding to comply at its own cost with the requirements of the Section 106 Agreement and the New Section 106 Agreement (whether or not any obligation contained therein is void voidable or enforceable) as if such obligations were set out herein (mutatis mutandis) and on the basis that the same are enforceable by the Council under this Agreement in its capacity as freehold owner of the Development Area and to keep the Council indemnified against all actions proceedings claims demands costs losses and expenses howsoever arising as a result of any breach thereof

6.9 To Comply with Statutory and other Requirements

- 6.9.1 at all times to comply with all Acts of Parliament statutory instruments regulations directions byelaws orders and notices and the proper and reasonable requirements of all statutory undertakers which ought properly to be complied with in relation to the carrying out by the Developer of its obligations under this Agreement and to pay and discharge all proper and reasonable fees charges penalties claims and expenses in connection therewith
- 6.9.2 to comply (and to use all reasonable endeavours to procure that all persons engaged by the Developer in relation to the Development also comply) with all directives of and rules and regulations imposed by the European Economic Commission for the time being in force in the United Kingdom insofar as such matters affect the Development

6.10 Not to Damage Highways and Other Land

to use all reasonable endeavours not to cause or suffer or permit to be caused any damage or injury to any highway or footpath adjacent to or neighbouring the Development Area nor to any other land or property of the Council surrounding the Development Area or any Mains Services for the time being lying or passing in over under along across or through any such other land or property of the Council (unless the Developer shall have been permitted by the Council to enter upon such land or property) in the execution of the Development and in the event of breach of this provision as soon as reasonably practicable to make good any such damage or injury to the reasonable satisfaction of the Council and any relevant statutory undertakers PROVIDED THAT nothing in this sub-clause contained shall prohibit the Developer from carrying out all works necessary for the diversion of or connection into any such Mains Services or in relation to any such highway or footpath where such works form part of the Development upon the basis that the Developer shall obtain all necessary consents for the carrying out of such works

6.11 To Insure

- 6.11.1 from Implementation(or if earlier the date the Preparatory Works are commenced) until the date of the Final Completion Certificate or the Date of Practical Completion of the relevant Phase (as the case may be) to use all reasonable endeavours to procure that the Development is insured in accordance with the provisions of the Main Contract (and the Developer shall procure the noting of the Council's interest thereon) and the new buildings and other works comprising the Development (whether completed or not) and all unfixed materials and goods upon the Development Area from time to time for the total price specified in the Main Contract or (if higher) the full reinstatement value together (in either case) with architects and other fees and Value Added Tax thereon
- 6.11.2 from and including the date of the Final Completion Certificate or the Date of Practical Completion of the relevant Phase to insure the Development and the Centre against the insured risks in compliance with its insurance obligation contained in the Lease
- 6.11.3 to insure or procure the insurance against such third party risks whether caused by the negligence of the Developer or otherwise and for such sums as the Developer shall think fit acting reasonably and taking proper account of its obligations and liabilities
- 6.11.4 on request to produce to the Council on demand sufficient evidence of the policy or policies of such insurance and of payment of the current premium or premiums
- 6.11.5 in the event that the Development or any part thereof shall from time to time (prior to the grant of Lease) be destroyed or damaged by any of the insured perils referred to in the Main Contract then as often as the same shall happen:-
 - (a) with all due diligence to take such reasonable steps as may be requisite and proper to obtain any necessary building licences and permits under any regulation or enactment for the time being in force to enable the Developer to rebuild and reinstate the same and as soon

as practicable after such licences and permits have been obtained to rebuild reinstate and complete the Development in consultation with the Council and in accordance with the terms of this Agreement with such variations as the Developer may reasonably require and the Council may have previously approved (such approval not to be unreasonably withheld or delayed)

- (b) to procure that all monies received by virtue of such insurance (other than monies received for loss of rent licence fee or Value Added Tax shall promptly be laid out and applied in rebuilding and repairing or otherwise reinstating the Development in accordance with the terms hereof (but not such that the Development is a facsimile) and in case the monies received in respect of such insurance shall be insufficient for the purpose to make good the deficiency (including the fees of any architect surveyor or assessor for acting in connection with the claim) out of the Developer's own monies

PROVIDED THAT if the Developer shall at any time fail to insure or cause to be kept insured the Development as aforesaid the Council may on written notice to the Developer do all things necessary to effect and maintain such insurance and any monies or expenses properly paid by the Council for that purpose shall be repayable by the Developer to the Council as a liquidated debt on demand

- 6.11.6 Without Prejudice to the provisions of clause 13.14 if following any destruction or damage as mentioned in clause 6.11.5 the rebuilding or reinstatement of the Development shall be rendered impossible by law or shall otherwise be frustrated the insurance monies payable shall belong to the Developer and shall be apportioned between the Council and the Developer in such proportions as are just and equitable having regard to the respective interest of the parties in the Development and the terms of the Lease

6.12 Not to Render Insurance Policies Void

not to do or permit or suffer to be done anything which may render void or voidable any insurance policy for the time being effected whether in compliance with this Agreement or otherwise in relation to the Development or the Development Area

6.13 To Permit Council to Enter and Inspect

subject as hereinafter provided to permit the Council and all others properly authorised by the Council to enter the Development Area with or without workmen at all reasonable times after Implementation (or if earlier commencement of the Preparatory Works) upon reasonable prior notice for the purposes of viewing the progress and state of the Development PROVIDED THAT the Council and its agents and workmen as aforesaid shall in respect of the provisions of this Agreement:-

- 6.13.1 if required by the Developer be accompanied by a representative of the Developer
- 6.13.2 forthwith upon entering the Development Area report (with the Developer's representative) to the Main Contractor

- 6.13.3 comply with all safety requirements imposed by the Main Contractor and all other proper site regulations
- 6.13.4 not interfere with nor interrupt the progress of the Development Works nor give or attempt to give instructions to the Main Contractor or any Consultants but shall make all communications through the Developer as aforesaid
- 6.13.5 enter the Development Area at its own risk and cost
- 6.13.6 not cause any damage to the Development Area the Development the Development Works or any premises equipment or apparatus thereupon or any other works carried out by any lessees tenants or occupiers
- 6.13.7 not disturb obstruct or delay the carrying out progress and completion of the Development Works and/or any works carried out by lessees tenants or occupiers
- 6.13.8 effect any such entry strictly subject to and in accordance with the terms and provisions of the Main Contract

PROVIDED THAT the Council shall be entitled to make reasonable representations to the Developer from time to time on any matters concerning the Development Works which the Council (acting reasonably) do not feel is being carried out in accordance with the Developer's obligations hereunder

6.14 Archaeological Investigation

without prejudice to the generality of clause 6.13 to permit the Specified Officer and the Berkshire County Council Environment Officer where necessary to enter into the Development Area at all times after the commencement of the Preparatory Works upon reasonable prior notice (except in case of emergency) for the purposes of observing archaeological investigations excavations and post excavation analysis in accordance with the Section 106 Agreement and of monitoring compliance by the Developer with the Section 106 Agreement or (if the New Planning Consent is granted) any New Section 106 Agreement

6.15 Requirements of Highway Authority

in carrying out the Development to comply at all times with the proper requirements of the Highway Authority acting under its statutory powers

6.16 Listed Buildings

to refurbish 2-4 London Street and 7 Bridges House to a use and standard pursuant to the Consents obtained

6.17 Landscaping

to complete the scheme of landscaping (including hard surfaced and paved areas) and tree planting within the Development Area in accordance with the Documents

6.18 Disabled Persons

6.18.1 to provide facilities for disabled persons within the Development in accordance with the provisions of the Disabled Persons Act 1981 and in particular:-

- (a) to provide a total of 62 car parking spaces for disabled persons in the Centre Car Park 24 of which will be under cover distributed throughout the levels and a further 38 of such spaces throughout the levels above the mall adjacent to the central lift core and a further total of 45 such spaces in the South Bank Car Park adjacent to the river side exit together with facilitates access thereto and egress therefrom with or without wheelchairs from and to the remaining parts of the Development
- (b) to ensure that all malls within the Centre are a minimum of three metres wide unimpeded by street furniture
- (c) to ensure that there is full access for disabled persons to all lifts within the Development
- (d) to provide an automatic door at all entrances to the Centre malls
- (e) to provide Readibus access the entrances to the Centre at Broad Street Minster Street Yield Hall Place Yield Hall Lane Mill Lane and Bridge Street
- (f) to make adequate car parking provision to enable the Shopmobility Facility to operate within the Centre
- (g) to provide adequate toilets in the Centre within the Leisure Unit adapted for use by disabled persons

6.18.2 to make all other necessary provisions within the Development for the convenience of disabled persons in accordance with the requirements of all relevant statutes and subordinate legislation relating to chronically sick and disabled persons

6.18.3 to comply with conditions 43 and 44 of the Planning Consent and (if granted) the relevant conditions of the New Planning Consent

6.19 Public Conveniences

to provide the public conveniences in a position or positions shown hatched red on the Plan No's. 1468/0303 and 0304 annexed at Appendix 3

6.20 Taxi Ranks

subject to obtaining all necessary consents to provide adequate taxi ranks in Bridge Street and Mill Lane in accordance with the Documents

6.21 Refuse Facilities

to provide refuse facilities and to procure that refuse from units within the Centre on the north of the River Kennet can be removed only via the basement service area

6.22 Community Advice and Information Unit

to provide at no expense to the Council the Community Advice and Information Unit finished to include ceilings, plaster on walls, screeds on floors and an electricity supply together with complete lighting and power circuits to the reasonable satisfaction of the Council in accordance with a specification to be approved by the Council in accordance with the Approval Procedure

6.23 Access

to provide as part of the Development the access and egress routes to and from the Development Area as described in and shown in the Documents

6.24 Car Park Management

6.24.1 not to open Phase 1 of the Development for trade until the Council has approved the car park management policy (such approval not to be unreasonably withheld or delayed) and to have regard to the criteria set out in clause 5.25.1 of the Lease

6.24.2 not to permit contract parking in either the Centre Car Park or the South Bank Car Park unless otherwise approved by the Council (such approval not to be unreasonably withheld or delayed) and to have regard to all material circumstances including any obligations in this regard to which the Council is subject

6.24.3 during each twelve month period commencing from the date of the letting of the contract for the demolition of the Yield Hall Car Park and/or closure of Bridge Street Car Park until the South Bank Car Park is available for use by the public to pay to the Council £10,000 for each such twelve month period such sum to be used for the creation of temporary car parks and/or improving access to existing car parks (including temporary bus stops) and the marketing and/or promotion of such facilities

6.25 To Enter into Agreements for Lease

6.25.1 to use all reasonable endeavours in accordance with good current market practice the principles of good estate management and a tenant mix with strategy appropriate to a regional shopping centre (and complying with the requirements of the Fifth Schedule) to enter as soon as reasonably practicable following Implementation into leases or Agreements for Lease (as the case may be) for the initial letting or underletting of each unit in the Centre (to include the Leisure Unit and the Public House) (together with any ancillary accommodation) to be comprised in the Development at such rent as shall be appropriate to a Development of the kind contemplated herein and in accordance with current commercial practice in relation to lettings or other agreements for occupation of such property (including lettings at turnover rents)

6.25.2 in connection with every proposed underletting of:

- (a) the Public House
- (b) those parts of the Centre individually comprising the Restaurants and the units which have a principal frontage on the River Kennet (other than the Department Stores)
- (c) the Leisure Unit
- (d) any unit having a net internal area of more than 950 square metres

to obtain the Council's prior written approval to the same (such approval not to be unreasonably withheld or delayed) PROVIDED THAT the approval of the Council is subject to the Approval Procedure and it is hereby acknowledged by the Council that it has approved the terms of the proposed underlettings of the Department Stores to the House of Fraser (Stores) Limited and Debenhams Plc and of LSU5 to Boots The Chemist Limited in the forms of the summaries disclosed at the date hereof and annexed as Appendix 19 and the Developer shall refer to the Council hereafter for approval (such approval not to be unreasonably withheld or delayed) any material variations proposed to such letting documents after the date hereof)

- 6.25.3 in connection with every proposed underletting of any unit within the Centre having a net internal area of less than 950 square metres to notify the Council by way of a pro-forma letter substantially in the form of the draft annexed as Appendix 18 setting out the heads of terms and a basic analysis of the rent payable (in terms of Zone A or such other over all zones as appropriate)

6.26 Displaced Occupiers

to offer to those persons or companies properly nominated by the Council (following the vesting of their interest pursuant to the CPO) who are at the date of vesting trading or carrying on business within the Development Area leases of suitable alternative accommodation within the Development (when constructed):-

- 6.26.1 the letting of such alternative accommodation shall be on open market terms acceptable to the Developer (acting reasonably) having regard to the Relevant Criteria (as that expression is defined in the Lease) and such accommodation being available to let at the relevant time
- 6.26.2 such nomination being made by the Council in writing within 3 months from vesting

6.27 Approval of Shop Fronts

to use its reasonable endeavours to require that all tenants of all shop units erect initial shop fronts or fascia in accordance with the terms of the Tenants Handbook

6.28 To Pay Outgoings

during the subsistence of the licence herein granted to pay all rates taxes assessments and outgoings whatsoever in respect of the Development Area

6.29 Riverside Works

to carry out the Riverside Works in accordance with the requirements of the consents from the Environment Agency and the British Waterways Board and the specification issued pursuant to either such consent and in compliance with any obligations contained in the Section 106 Agreement or the New Section 106 Agreement relating to the carrying out of the Riverside Works

6.30 Millennium Tower

to build the base of the Millennium Tower in accordance with the Planning Consent up to the point shown on Planning Drawing No's 1468/6080A and 6081 annexed at Appendix 20 and to make a joint application with the Council for funding for the construction of the top of the Millennium Tower and when and if such funding is obtained to construct the top of the Millennium Tower

6.31 To Give Notices and Pay Charges

for the purposes hereof to:-

6.31.1 give all notices lawfully required under any Building or other Acts byelaws or regulations in connection with the Development

6.31.2 pay all proper claims fees charges and other payments whatsoever which during the progress of the Development may become legally payable or be lawfully demanded by the Council as local authority and any public utility undertaking or its agents in respect of the Development

6.32 To Indemnify Council Against Third Party Claims

to indemnify and keep indemnified the Council at all times from and against the following (otherwise than any arising directly or indirectly from the actions omissions or negligence of the Council or its agents or employees):-

6.32.1 all legal liability in respect of loss damage actions proceedings suits claims demands costs damages and expenses howsoever arising out of or in connection with or in respect of any injury to or the death of any person damage to any property movable or immovable the infringement disturbance or destruction of any rights easements or privileges or otherwise by reason of or arising in any way directly or indirectly out of the state of repair and condition or user of the Development Area and the Development and the carrying out of the Development and any other works on or in relation to the Development Area and

6.32.2 any compensation and other payments made by the Council or to which the Council may become liable pursuant to Sections 236 and 237 of the 1990 Act

6.32.3 in relation to any indemnity given under this Agreement by the Developer to the Council the Council shall:-

- (a) as soon as possible give notice in writing to the Developer of any claims brought or made or threatened to be brought or made against the Council ("the Claims")
- (b) not admit liability or settle adjust or compromise any Claims without the written consent of the Developer (such consent not to be unreasonably withheld or delayed)
- (c) permit the Developer at the Developer's own cost in the name of the Council to settle or compromise any Claims on such terms as the Council shall consent to (such consent not to be unreasonably withheld)
- (d) not to do any act or thing or omit to do any act or thing which would increase the Developer's liability hereunder
- (e) to do all such acts or things which will minimise or mitigate the extent of the Claims or the Developer's liability hereunder

6.33 Dealings with the Development Agreement

6.33.1 prior to grant of the Lease the Developer may not assign or deal with or otherwise part with the benefit of its interest in this Agreement

6.33.2 following grant of the Lease but prior to the later of :

- (a) the Final Completion Certificate and
- (b) the Centre being either wholly or partly let so that rent is payable under the Lease

the Developer may not assign or deal with or otherwise part with the benefit of its interest in this Agreement other than to a party approved by the Council (such approval not to be unreasonably withheld or delayed)

6.33.3 following grant of the Lease and after the later of:

- (a) the Final Completion Certificate and
- (b) the Centre being either wholly or partly let so that rent is payable under the Lease

the Developer may (subject to obtaining the Council's prior written consent which shall not be unreasonably withheld or delayed) assign or deal with or otherwise part with the benefit of its interest in this Agreement without consent

6.33.4 the Developer may without requiring the Council's consent enter into Agreements for Lease in accordance with the provisions hereinbefore contained with prospective occupational tenants and/or any other arrangements of a temporary nature with any occupiers licensees or tenants

6.34 Practical Completion Certificate

- 6.34.1 to give to the Specified Officer not less than five working days' notice of the intention of the Developer to request the relevant person under the Main Contract to make an inspection of the Developer's Works or part thereof with a view to the issue of any Sectional Completion Certificate and any Practical Completion Certificate and any Final Completion Certificate
- 6.34.2 prior to the issue of any of the certificates mentioned in clause 6.34.1 the Developer shall notify the Specified Officer of the date and time of any proposed inspection of the Developer's Works and shall instruct the relevant person under the Main Contract to make any such inspection in connection with and in the presence of the Specified Officer and any other consultant reasonably required by the Council and notified in advance to the Developer in writing PROVIDED THAT if the Specified Officer or any such consultant does not attend such inspection the relevant person under the Main Contract may carry out such inspection without any further obligation
- 6.34.3 the Specified Officer shall within two working days of inspection notify the Developer and relevant person under the Main Contract of any works which in the reasonable and professional opinion of the Specified Officer remain to be done before such Certificate in respect of the Developer's Works may properly be issued or the remedying of any defects which the Specified Officer wishes to request (acting reasonably and professionally)
- 6.34.4 on receipt of notice from the Specified Officer that works remain to be carried out or rectified the Developer shall procure that the relevant person under the Main Contract shall consider and take proper account of the matters referred to by the Specified Officer before issuing a Sectional Completion Certificate or a Practical Completion Certificate or a Final Completion Certificate and (the relevant person under the Main Contract having considered any such matters) the Developer shall forthwith notify the Specified Officer of either the relevant person under the Main Contract's decision to issue the relevant certificate or the nature and extent of any further works to be done or defects to be remedied prior to the issue thereof and such procedure shall be repeated as often as may be necessary
- 6.34.5 in addition to and without prejudice to the Developer's obligations referred to in this clause 6.34 forthwith upon the issue by the relevant person under the Main Contract of a Sectional Completion Certificate or a Practical Completion Certificate to procure that there be carried out and completed in accordance with the terms of the Main Contract all remedial and other works required to be carried out in accordance with the terms of any such certificate
- 6.34.6 the Developer shall use its reasonable endeavours to procure that all Sectional Completion Certificates and all Certificates of Practical Completion and all Final Completion Certificates are issued in accordance with the provisions of the relevant Main Contract
- 6.34.7 SUBJECT ALWAYS to the foregoing provisions of this clause having been observed nothing shall prevent the relevant person appointed under the Main Contract from thereafter issuing any of the said certificates upon such date he shall consider it proper so to do and save in the case of manifest error each of the said certificates shall be conclusive evidence binding on the parties hereto

of the matters purported to be certified thereby and that the Development Works have been completed in accordance with the obligations of the Developer under this Agreement

7. PAYMENT OF TRANSPORT COMMUTED SUM

7.1 to pay the Contribution (as defined in the Highway Works Agreement) to the Highway Authority towards works identified in the Reading Urban Area Package (as defined in the Highway Works Agreement) PROVIDED THAT:-

7.1.1 the obligation to pay the Contribution shall only arise on the Implementation of the Planning Consent or (if granted) the New Planning Consent

7.1.2 the Contribution shall be paid not later than one year after Practical Completion of Phase 3 of the Development to be evidenced by the issue of the certificate of practical completion by the architect instructed by the Developer in relation to the construction of the Development (hereinafter referred to as "the Payment Date")

7.1.3 if the Contribution is not paid by the Developer to the Highway Authority on the Payment Date then the Contribution shall bear interest at the rate of 4% above the base rate from time to time of Barclays Bank Plc and such interest shall continue to accrue from the Payment Date until the date of actual payment to the Highway Authority

7.1.4 the payment of the Contribution in accordance with the Highways Works Agreement will satisfy the obligation to pay the Contribution contained in this clause 7

7.2 to contribute towards the legal and administration costs incurred by the Highway Authority in respect of the issue of the Section 177 Licences and (if so required by the Developer) the application to be made to the County Court for the vesting order as therein provided

7.3 to assist and co-operate fully with the Highway Authority in relation to the preparation promotion and obtaining of (if so required by the Developer) the vesting order in accordance with the terms of the Highway Works Agreement

8. PROVISION OF AFFORDABLE HOUSING

8.1 the Developer shall pay to the Council a commuted sum of £3,500,000 to be made in lieu of on-site affordable housing to enable the Council to promote affordable housing on other sites

8.2 the payment of £3.5m is to be made on the following dates:-

8.2.1 the first payment of £650,000 is to be made on whichever is the later of:

(a) 5 working days from the date of Implementation of the Development

9.3 To indemnify the Developer against breach

to pay and to indemnify and keep indemnified the Developer at all times from and against all legal liability in respect of loss damage actions proceedings suits claims demands costs damages liability and expenses howsoever arising out of or in connection with or in respect of:-

9.3.1 any breach by the Council of its obligations under this Agreement

9.3.2 in relation to any indemnity given under this Agreement by the Council to the Developer the Developer shall:

- (a) as soon as possible give notice in writing to the Council of any claims brought or made or threatened to be brought or made against the Developer ("the Claims")**
- (b) not admit liability or settle adjust or compromise any Claims without the written consent of the Council (such consent not to be unreasonably withheld or delayed)**
- (c) permit the Council at the Council's own cost in the name of the Developer to settle or compromise any Claims on such terms as the Developer shall consent to (such consent not to be unreasonably withheld)**
- (d) not to do any act or thing or omit to do any act or thing which would increase the Council's liability hereunder**
- (e) to do all such acts or things which will minimise or mitigate the extent of the Claims or the Council's liability hereunder**

9.4 Registration of the Council's Title to the Development Area and the Developer's Title to the Lease

9.4.1 as soon as possible after the Unconditional Date to procure that it is registered at HM Land Registry with Title Absolute of all the Development Area (and shall procure the first registration of any unregistered parts of the Development Area and the amalgamation of all the registered titles relating thereto into one title at HM Land Registry) and supply copies of correspondence to and from (with requisitions) the Land Registry and shall thereupon supply up-to-date office copy entries and filed plan to the Developer PROVIDED THAT the Council shall not be obliged to procure registration with Title Absolute of those parts of the Development Area which have not been vested in it pursuant to the CPO and in relation to such areas shall only be required to register with whatever Class of Title has been transferred to it by or at the direction of the Developer and the Replacement Developer shall accept such title under the Lease when granted

9.4.2 to assist (using all reasonable endeavours) the Developer so that the title to the Lease shall be registered at HM Land Registry with Absolute Leasehold Title and Good Leasehold title in relation to that part of the Lease comprising the

(b) 28 February 1998

8.2.2 the second payment of £650,000 within one year after the first payment

8.2.3 third payment of £2,200,000 within two years after the second payment

or (if the New Planning Consent is granted) the New Section 106 Agreement
and such payments made in accordance with the Section 106 Agreement will satisfy the obligations contained in this clause 8

8.3 the third payment of £2,200,000 shall be reduced if:-

8.3.1 payment is made prior to 28 February 2001 in which event the Council shall accept a lower payment derived by applying a discount rate of 8% per annum compounded quarterly; or

8.3.2 a site or sites which it can be established to the Council's reasonable satisfaction is or are capable in each case of accommodating a development of at least 60 habitable rooms without recourse to public subsidy can be made available by the Developer to the Council in which event unencumbered freehold title to the site or sites shall be transferred to the Council within 28 days of the Third Payment falling due and the Third Payment shall be reduced by applying the formula:

£2,200,000 minus (A x total number of habitable rooms capable of being accommodated on the site or sites)

where $A = \frac{£2,200,000}{180}$

9. COUNCIL'S COVENANTS

The Council hereby covenants and agrees with the Developer:-

9.1 Diversion of sewers and drains

to use all reasonable endeavours to make or where appropriate to procure the making by the water authorities or other the appropriate authority of an order or orders to facilitate the diversion of any foul or surface water sewers or drains at the date of this Agreement passing through or under or serving or intended to serve the Development Area which the Council at the request of the Developer may in its reasonable discretion consider it necessary or appropriate to divert in connection with the Development or in order to facilitate the carrying out of the Development and subject to such conditions as the Council shall reasonably require

9.2 Not to deal with the Council's interest

not prior to the issue of the Final Completion Certificate and whilst the Development Agreement exists and is still capable of being enforced to assign mortgage charge or otherwise transfer deal with or share or part with possession or dispose of or part with any interest in respect of the Council's interest under this Agreement or in respect of the Council's land and any land or interests acquired in the Development Area or make any declaration of trust in respect of the same

Debenhams Land and following completion of the Debenhams Land Contract and the upgrading of the Good Leasehold Title to the Debenhams Land to Title Absolute PROVIDED THAT

the obligations in this clause 9.4 are dependent on the Developer meeting (whether by reimbursement or otherwise) the reasonable and proper legal and other professional costs and in house costs of the Council arising out of these obligations and all disbursements Stamp Duty and Land Registry fees and it is hereby agreed that all such fees costs and disbursements shall fall outside and be over and above the Developers obligations to meet the Council's costs to the Maximum Level

9.5 Promotional Material

where appropriate to include the Centre in any promotional material produced by the Council in relation to Reading town centre subject to the Developer contributing towards the cost of the same where it has approved the content of the material

9.6 Pedestrianisation of Broad Street East

to consult (inter alia) with the Developer and to give due consideration to any representations made by the Developer in relation to the design and the implementation of the pedestrianisation of Broad Street East

9.7 Signage

so far as it is able to do so within its statutory constraints (and subject to the Developer paying all the costs incurred in respect of the same) to agree to the reasonable requirements of the Developer in relation to highway and directional signage in connection with the Development

9.8 Insolvency Event

not to exercise any of the rights or remedies available to it following the occurrence of an Insolvency Event where the receiver administrator liquidator or manager (as the case may be) continues to perform in a manner reasonably satisfactory to the Council the obligations of the Developer hereunder

9.9 New CPO

to give reasonable consideration (without any further obligation) to any request by the Replacement Developer to obtain a fresh Compulsory Purchase Order if the CPO expires before the Unconditional Date in respect of such areas as would be required to implement the New Planning Consent (if granted)

9.10 Section 177 of the Highways Act

as soon as reasonably practicable after it becomes the Highways Authority and has had the freehold of the subject area vested in it and following a request for the same by the Developer to use all reasonable endeavours to procure (subject to any statutory constraints as may then exist) the grant of a lease for a term of 250 years to the Developer (upon appropriate terms but materially the same terms as the Lease) of the area of oversail referred to in clause 1.1.103(c) of this Agreement

9.11 Millennium Tower

to make a joint application with the Developer for funding for the construction of the top of the Millennium Tower

9.12 VAT

9.12.1 promptly to elect to waive exemption in respect of the Premises (as they are defined in the Lease) under the Value Added Tax Act 1994:

9.12.2 to deliver a formal notification to that effect to H M Customs & Excise:

9.12.3 to supply copies of the said election and notification to the Developer and the Replacement Developer

10. PAYMENT OF COUNCIL'S COSTS

10.1 the Developer shall be responsible for the Council's reasonable costs properly incurred (together with disbursements and all irrecoverable VAT thereon) in connection with the Development including (without prejudice to the generality of the foregoing):-

10.1.1 the proper and reasonable fees of the Council's Solicitors and Counsel appointed in connection with the preparation negotiation and completion of this Agreement (and all agreements supplemental to it) the Section 106 Agreement or the Highways Works Agreements all agreements relating to infrastructure and Associated Works the Replacement Agreements the RTL Agreement the Master CPO Indemnity Agreement and the NCP CPO Indemnity Agreement the Planning Consent and any other necessary legal documentation in relation to the Development

10.1.2 the proper and reasonable fees of the Council's Estates Consultants in negotiating the terms of this Agreement the Lease and any other matters relating to the Development

10.1.3 the proper and reasonable costs of the Council and its employees in connection with the negotiation of this Agreement the Lease the Replacement Agreements and any other documentation in relation to the Development and in deducing title to the Council's Land and investigating title to the Developer's Land

10.1.4 the proper and reasonable fees of the Council's Solicitors Counsel appointed by the Council and the Council's Estates Consultant in negotiating the terms of the Existing NCP Agreement NCP Ground Lease Agreement the Master CPO Indemnity Agreement and the vesting of the NCP Land (to include litigation costs)

10.1.5 all proper and reasonable legal costs incurred under the CPO in the making of general vesting declarations pursuant to the CPO

10.1.6 all Counsels fees incurred (inter alia) in relation to advice on Capital Control Regulation implications of the Existing NCP Agreement and the vesting of the NCP Land

10.1.7 the proper and reasonable costs of the Council's consultants in connection with the assessment of the Planning Consent and the cost of any statutory advertisements relating to any traffic order in connection with the Development and the CPO

and it is hereby agreed that the Council's costs in respect of all the above matters (exclusive of irrecoverable VAT) is the Maximum Level

10.2 the Developer shall pay all such costs within ten working days of the Council producing to the Developer invoices for the same with a VAT invoice addressed to the Developer for that amount plus VAT

10.3 the Developer shall be responsible for the Council's reasonable costs properly incurred after the date hereof (together with disbursements and all irrecoverable VAT thereon) for:-

10.3.1 the proper and reasonable fees of the Council's Solicitors, Counsel appointed by the Council and the Council's Estate Consultant incurred in connection with the Development the Highway Works the Associated Works the Private Treaty Land the Replacement Agreements and/or other agreements or otherwise incurred by reason of any act of omission or request by or from the Developer

10.3.2 the costs of any employees of the Council Counsel appointed by the Council Council's Solicitors Council's Estate Consultants or the Council's officers ~~at an amount of £~~ per year for (which will be payable until rent becomes payable under the Lease in accordance with paragraph 1.4 of the Fifth Schedule of the Lease) in the implementation of this Agreement the construction of the Development the approval of tenants or occupiers of the Centre and the monitoring of the provisions of this Agreement *and it is hereby agreed that the Council's internal costs shall be no more than £40,000*

10.3.3 the proper and reasonable fees of the Council's Solicitors Counsel appointed by the Council and the Council's Estate Consultant and the proper and reasonable costs of any Council employees or the Council's officers incurred in respect of any Additional CPO and any Additional Stopping Up Order the NCP Ground Lease granted pursuant to the NCP Ground Lease Agreement the New Planning Application the New Planning Consent and the New Section 106 Agreement and capital control regulations implications the grant of the Lease and the grant of the RTL Lease and all of such costs incurred after the date hereof in respect of the CPO and in respect of any vesting declarations made after the date hereof pursuant to the CPO (save to the extent such costs are recoverable under the Master CPO Indemnity Agreement and it is hereby agreed that nothing in this clause 10 shall affect the Council's ability to recover such costs under the Master CPO Indemnity Agreement) generally and any costs incurred by the Council in supporting any application by the Developer for lottery funding for the construction of the Millenium Tower

10.4 the Council will provide the Developer with a proper estimate of the costs to be met pursuant to the various sub-clauses of Clause 10.3 as and when the same arise for the approval of the Developer (such approval not to be unreasonably withheld)

10.5 the estimate for costs agreed by the Council and the Developer pursuant to Clause 10.4 will be reviewed on a quarterly basis and agreed with the Developer (such agreement not

to be unreasonably withheld or delayed) so as to enable the Council to recover (in a timely manner) costs incurred under clause 10.3

- 10.6 the Developer will pay such costs on a monthly basis and within 10 Working Days of the Council producing to the Developer copies of the invoices received by the Council (other than for employees of the Council) with a VAT invoice addressed to the Developer for an amount equal to that it wishes to be paid
- 10.7 if the Developer breaches this Agreement or varies the Development to the extent that the Council incurs costs in excess of any estimates agreed with the Developer then the Developer will pay the excess reasonably and properly incurred

11. GRANT OF AND PAYMENT OF THE RENT UNDER THE LEASE

- 11.1 the Council shall within 15 Working Days of the satisfaction of the conditions specified in clause 3.4 and if the Replacement Developer serves at least 10 working days written notice requesting the same grant the Lease to the Replacement Developer and the Replacement Developer and the Replacement Surety shall accept and execute a counterpart thereof
- 11.2 the Lease shall be in the form annexed hereto unless the Parties (acting reasonably) agree otherwise and no amendment shall be permitted or made to the Lease which adversely affects the amount or the due dates of payment of the yearly rent payable to the Council
- 11.3 if Implementation shall not have occurred by a date three years from the date of the grant then the rent under the Lease will increase from a peppercorn to £165,000 until the issue of the Final Completion Certificate
- 11.4 the Replacement Developer may call for the Lease to be granted to NewCo subject to the Replacement Surety entering into the same as surety for the tenant in the terms of the draft Lease
- 11.5 if the Replacement Developer has not called for the grant of the Lease prior to the issue of the Final Completion Certificate then within 10 working days thereafter or upon 24 January 2002 (whichever is the earliest) the Council shall grant and the Replacement Developer (or Newco as the case may be) and Replacement Surety shall accept and execute a Counterpart thereof
- 11.6 the plans to be annexed to the Lease at the date of the grant of the same will show the Development which the Developer intends to construct and the Council has approved pursuant to the provisions of this Agreement as at such date and shall include the areas of oversail referred to in clause 1.1.103(c) if at the date of grant the Council is the Highway Authority and if the Council is not the Highway Authority at such date the provisions of clause 9.10 shall continue to apply
- 11.7 the consideration for the grant of the Lease (if required) is:
 - (a) the payment of the rent reserved under the lease

- (b) the Replacement Developer entering into the NCP CPO Indemnity Agreement and the Master CPO Indemnity Agreement and paying the sums due under the said Agreements
- (c) the Developer agreeing to transfer the Developers Land to the Council and
- (d) the Developer assigning the benefit of and procuring the completion of the Debenhams Land Contract
- (e) the Developer paying the sums due under clause 10 of this Agreement

11.8 the Parties agree that the Council shall be entitled (as landlord):-

11.8.1 to reserve additional rights out of the demise as may be reasonably required to provide access light and servicing to adjoining landowners of 15 Gun Street and The George Hotel whose land may be subject to the CPO and such other rights as may reasonably be required as a result of any Additional Stopping Up Orders (or any Additional CPOs)

11.8.2 the Parties agree that the Council may (as landlord) reserve additional rights out of the demise as may be required to provide access light and services to the adjoining owner of the Horse & Barge Public House in Duke Street if it is required to do so to perform or comply with the undertakings given by the Council to that owner as part of the CPO process

11.9 the rights referred to in clause 11.8.1 and 11.8.2 are to be negotiated by the Developer in consultation with the Council and to be reserved on terms acceptable to the Parties (acting reasonably) and shall have regard to:-

- (a) any undertaking given by the Council to obtain the CPO and any Additional CPOs or Additional Stopping Up Orders; and
- (b) in relation to The Horse & Barge Public House the conditions of a resolution to grant planning permission for the development of an office building on part thereof under reference 90/1176/FD; and
- (c) the Parties' objectives of achieving the construction of and operation of the Centre without impediment as anticipated by the Planning Consent or (if granted) the New Planning Consent

11.10 if at the date of the grant of the Lease the Council is satisfied that it has the rights and powers vested in it so to do and to do so is in accordance with Council policy at that time it will include in the demise such or all of the areas of sub-soil as are edged blue on Plan No ~~11488~~ 10094 annexed as Appendix 22 which at that time it is entitled and it is in accordance with Council policy to demise and the First Schedule of the Lease and the plans referred to therein shall be amended accordingly

11.11 if at the date the Lease is granted the Council is not in a position to fulfil its obligations pursuant to clause 11.10 because the relevant powers or rights have not been vested in it or because Council policy in relation to the same has not been formulated then the provisions of clause 11.10 shall be incorporated into the Lease as follows:-

@ or such other plan. agreed
between the parties

Cr.
N/V

"7.12 Grant of Demise to Include Sub-Soil

If at any time after the date of this Lease the Landlord is satisfied that it has the rights and powers vested in it so to do and to do so is in accordance with the Landlords' policy at that time it will by way of supplemental lease or such other form as the Tenant may reasonably require demise to the Tenant such of all of the areas of sub-soil as are edged blue on Plan No ~~£~~ 1468/10094 ^② annexed to this Lease which at the relevant it is entitled and it is in accordance with the Landlord's policy to demise"

N/V
W

12. GRANT OF UNDERLEASE OF COMMUNITY ADVICE AND INFORMATION UNIT

12.1 the Council shall on Practical Completion of Phase 3 accept and execute a counterpart of a lease for a term of 25 years from the date of grant of the Community Advice and Information Unit such lease to be on materially the same terms as the forms of underlease granted for the retail units in the Centre save that:-

- (a) the rent shall be a peppercorn if demanded
- (b) all references to a rent review shall be deleted
- (c) the Service Charge Percentage and the Insurance Percentage shall be "a fair and proper proportion as reasonably determined by the Landlord from time to time" in respect of services provided
- (d) the Permitted Use shall be "for a Citizens Advice Bureau or otherwise for the provision of advice and information to the community as a public service"
- (e) the lease shall contain an agreement excluding the security of tenure provisions of Sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 and the Council and the Developer will make such application to the Court as may be necessary to ensure that such agreement is valid and enforceable
- (f) the lease shall incorporate a clause in a form acceptable to the Developer allowing the lessor by serving one month's written notice on the Council at any time after the Council shall have ceased using the premises thereby demised for the Permitted Use to determine the lease
- (g) the lease shall incorporate a clause in a form acceptable to the Council (acting reasonably) allowing the lessor to serve written notice on the Council to require the Council to move to other space (of a sufficiently similar size) within the Centre
- (h) the lease will contain provisions for the promotion and display of the Centre

13. GENERAL PROVISIONS

The Parties agree that:-

13.1 Payment of interest

if any Party shall fail to pay within 15 working days of the due date any monies payable by it pursuant to any of its obligations in this Agreement contained then that Party shall pay interest thereon at the Prescribed Rate calculated on a day to day basis from the date when the relevant sum becomes payable until the date of actual payment thereof (and to accrue as well after as before any judgment) and (without prejudice to any other rights of the parties in respect of such non-payment under the remaining provisions of this Agreement) the amount owing together with such interest may be recovered by the relevant Party as liquidated damages

13.2 Disputes

13.2.1 subject as hereinafter provided any dispute difference or question which arises between the Parties hereto concerning arising out of or connected with this Agreement (other than a dispute or difference or question concerning any matter which under this Agreement is stipulated to be subject to the consent or approval is not expressly qualified by a statement that it is not to be unreasonably withheld or delayed) shall:-

- (a) if such dispute difference or question relates to the rights and liabilities of Party or to the terms or conditions to be embodied in any deed or document appertaining hereto be referred to Leading Counsel (specialising in the field of real property) agreed upon by the parties but in default of agreement appointed at the request of either party by or on behalf of the Chairman for the time being of the General Council of the Bar
- (b) if such dispute difference or question relates to demolition building or construction works be referred to a building surveyor agreed upon by the Parties but in default of agreement appointed at the request of any Party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors
- (c) if such dispute difference or question relates to methods of accounting or otherwise to matters usually and properly within the knowledge of a chartered accountant be referred to a chartered accountant agreed upon by the Parties but in default of agreement appointed at the request of any Party by or on behalf of the President for the time being of the Institute of Chartered Accountants in England and Wales
- (d) if such dispute difference or question relates to the value of any interest in property or otherwise to matters usually and properly within the knowledge of a chartered surveyor specialising in retail valuations or leasing (as appropriate) be referred to a chartered surveyor agreed upon by the Parties but in default of agreement appointed at the request of either Party by or on behalf of the

President for the time being of the Royal Institution of Chartered Surveyors in England and Wales

- (e) if such dispute difference or question relates to engineering design or otherwise to matters usually and properly within the knowledge of a chartered civil engineer be referred to a chartered civil engineer agreed upon by the parties but in default of agreement appointed at the request of either party by or on behalf of the President for the time being of the Institute of Civil Engineers

and in each case the Parties agree that the person to which they wish to refer the dispute shall be someone who has relevant experience in dealing with the issue disputed and any reference shall be made within 10 working days of the dispute arising and the Parties shall direct the person to whom the dispute is referred to agree an expedited timetable for receiving evidence and determining the dispute upon the referral being made to him

- 13.2.2 any such reference to Leading Counsel or a building surveyor accountant chartered surveyor or chartered engineer shall if the parties so agree in writing be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Acts 1950 to 1979
- 13.2.3 if the Parties fail to agree as to the nature of the dispute difference or question then it shall be referred to Leading Counsel agreed upon by them but in default of agreement appointed at the request of either party by or on behalf of the Chairman for the time being of the General Council of the Bar to decide which of the preceding sub-clauses is applicable thereto and the decision of such referee acting as an expert and not as an arbitrator shall be final and binding
- 13.2.4 if any member of the bar architect surveyor accountant or engineer shall act as an expert pursuant to the terms of this clause 13 then any Party shall be entitled to submit to him representations and cross-representations with such supporting evidence as it considers necessary (and he shall have regard thereto in making his decision which he shall deliver in writing with reasons and the reference to him shall include authority to determine in what manner the costs of the referral shall be paid) and copies of such representations and cross-representations shall be made available to each party (as the case may be)
- 13.2.5 where any arbitrator or assessor or expert shall die refuse or be unable to act or shall fail to proceed with reasonable speed to discharge his duties the parties may agree that a fresh appointment shall be made in accordance with the foregoing procedure and as often as such appointment shall be necessary
- 13.2.6 any person so appointed to determine a dispute shall be of at least ten years' call or professional qualification and shall be experienced in relation to town centre retail development schemes
- 13.2.7 it is expressly provided that the foregoing provisions of this clause 13.2 shall not be effective in relation to any dispute concerning the provisions of clauses 13.3 and 13.7 and 13.10

in accordance with the covenants agreements and obligations on the part of the Developer contained in this Agreement and shall have delivered to the Council free of expense to the Council a duly executed deed of covenant in a form reasonably satisfactory to the Council undertaking direct with the Council so to do and to be bound by the terms of this Agreement and shall (in the case of a breach which is capable of remedy) remedy the relevant breach or procure that the same shall be remedied as quickly as reasonably possible following execution of the deed of covenant

- 13.3.4 upon determination of this Agreement the Developer shall (subject to obtaining any consents that may be required to such assignment) assign the benefit of the Main Contract and the terms of appointment of the Consultants and the benefit of all the Replacement Agreements to the Council or the Council's nominee and the Developer hereby irrevocably and by way of security appoints the Council as its attorney for the purpose of vesting in the Council the benefit of the various agreements referred to with power to execute any deed of assignment or novation in the name of and on behalf of the Developer and for the cancellation of any entry relating to this Agreement registered at HM Land Registry or HM Land Charges Department

13.4 Sufficiency of authority

where by this Agreement:-

- 13.4.1 an approval consent direction certificate notice or authority is to be given by the Council in accordance with the terms of this Agreement then it shall be given in writing and any document signed by the Specified Officer or any other officer duly authorised by him or by the Council acting on behalf of the Council shall be sufficient and be acceptable to the Developer as evidence of such approval consent direction certificate notice or authority
- 13.4.2 any action or obligation is authorised or required or agreed to be taken or performed in relation to or by the Council it shall be sufficient and acceptable to the Developer if such action or obligation is taken or performed in relation to or by the Specified Officer or any other officer duly authorised by him or by the Council acting or purporting to act on behalf of the Council

13.5 Service of notices

any notice approval notification or consent served under or in accordance with the provisions of this Agreement shall be in writing and any notice herein or by statute required to be served by the Council shall be sufficiently served if left with or sent by registered post or recorded delivery service to the Developer or the Surety or the Replacement Developer or Replacement Surety at its or their registered office or other address in England or Wales for the time being notified to the Council and by the Developer if left or sent by registered post or recorded delivery service to the Specified Officer at the Civic Centre Reading Berkshire or such other address notified in writing to the Developer and if simultaneously left with or sent by similar post to that Party's solicitors

13.3 Default

13.3.1 notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to the Council (including without prejudice to the generality thereof any claim for damages) if:-

- (a) the Developer or Replacement Developer shall commit or permit any material breach non-observance or non-performance of any of the stipulations agreements covenants and conditions on its part herein contained
- (b) in relation to the Developer and/or the Surety and/or the Replacement Developer and/or the Replacement Surety an Insolvency Event occurs or
- (c) any of the events referred to in clause 13.8 occurs

then and in any such event the Council shall be entitled to serve a notice in writing upon the Replacement Developer and the Developer (with copies to the Surety and Replacement Surety and any party to any Joint Venture Arrangements or chargee previously notified to the Council in writing) stating that such notice is served under the provisions of this sub-clause 13.3.1 and specifying the nature of the alleged breach and (if the same is capable of remedy) requiring the remedy of the breach

13.3.2 if within a period of 28 (or such longer period as may be reasonable having regard to the breach complained of) days after service of a notice under sub-clause 13.3.1 there is failure to begin to remedy the breach or failure thereafter diligently and with expedition to remedy it or if the breach or event complained of is incapable of remedy then and in any such case it shall be lawful for the Council (upon the expiry of a period of 28 working days) following service of a second notice by the Council (with copies to the same parties as in the case of the first notice) requiring vacation of Development Area and any areas occupied for the purpose of carrying out the Associated Works and the Highway Works to revoke the licence hereinbefore granted and to enter the Development Area or any part thereof in the name of the whole and to recover exclusive occupation thereof and any works thereon together with all fixtures chattels building materials plant and erections whatsoever with power to hold and dispose thereof as absolute owner as if this Agreement had not been entered into and without payment of any compensation or allowance for the same the Council retaining any sums paid hereunder and this Agreement shall thereupon cease and determine but without prejudice to any rights of action or other remedies of either party against the other in respect of any antecedent breach of this Agreement

13.3.3 notwithstanding any notice served by the Council pursuant to the provisions of sub-clauses 13.3.1 or 13.3.2 or otherwise pursuant to the provisions of this Agreement no part of this Agreement shall determine if prior to the expiry of such notice the Replacement Developer any party to a Joint Venture Arrangement or chargee previously notified to the Council in writing or the party named as Surety or Replacement Surety hereto shall have notified the Council in writing of its intention to takeover carry out and complete the Development

13.6 Continuance of Obligations

any provisions hereof not complied with and any obligations not performed by the date of completion of any Lease shall remain in full force and effect notwithstanding the completion of such Lease in respect of the Development Area to which the Lease relates

13.7 Council's powers as local authority

for the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as the local authority and local planning authority for the Borough of Reading or as agent for the Highway Authority and the water authority and all rights powers duties and obligations of the Council under all public and private statutes byelaws orders and regulations and statutory instruments may at all times be as fully and effectually exercised in all respects in relation to the Development Area and the Development and otherwise as if the Council were not the owner of the Development Area and this Agreement had not been executed

13.8 Anti-corruption provisions

13.8.1 if any consultant contractor or employee directly employed by the Developer shall be convicted of having committed an offence under the Prevention of Corruption Acts 1889 or 1916 or Section 117(2) of the Local Government Act 1972 in any such case in relation to the securing of this Agreement or to the Development and if the act in respect of which the offence was committed by any Consultant or the contractor was one within the Developer's direct control or if committed by an employee was committed in the ordinary course of employment the Developer shall if so required by resolution of the Council passed within three months of the conviction forthwith determine the engagement of the Consultant or contractor or (as the case may be) determine the employment of the employee

13.8.2 if the Developer shall itself be convicted of having committed any such offence as aforesaid in relation to either of the matters mentioned in clause 13.8.1 the Developer hereby irrevocably agrees if so required by resolution of the Council passed within one month of the conviction to appoint the Council its attorney for a period of six months from the appointment for the purpose of assigning the benefit in the Developer of this Agreement to a third party in consideration of money

13.9 Provisions relating to Development Liaison Group

13.9.1 forthwith upon the Unconditional Date or if earlier the date the Lease is granted the Council and the Developer shall each nominate two representatives as members of the Development Liaison Group and either party may substitute other representatives or nominate additional representatives from time to time thereafter but not so as to increase the total number nominated by each party beyond three

13.9.2 the representatives nominated for the time being by the parties in accordance with clause 13.9.1 shall together constitute the Development Liaison Group

- 13.9.3 the Development Liaison Group shall meet at least once a quarter and more frequently when appropriate
- 13.9.4 the Development Liaison Group shall have the primary function and purpose of giving preliminary consideration to issues arising between the parties in relation to the application and interpretation of the Method Statement Agreement and the operation of clause 6.5 and the Developer wishing to carry out material amendments or variations to the Documents and the carrying out of the Development and the parties shall use all reasonable endeavours to procure that any such issues are so considered as and when they arise
- 13.9.5 the Development Liaison Group shall have the secondary function and purpose of giving preliminary consideration to amendments from time to time to the Programme details of lettings and marketing the Development and the Developer shall keep the Development Liaison Group informed of progress with regard to the marketing and letting campaign
- 13.9.6 in determining whether or not to give approval in accordance with the provisions of this Agreement or whether or not the covenants and obligations contained in the Method Statement are being duly observed and performed the parties shall have regard to the views and proposals of the Development Liaison Group but shall not be obliged to determine in accordance therewith
- 13.9.7 the Developer and the Council shall through the Development Liaison Group agree an equal opportunities statement

13.10 No Partnership

nothing in this Agreement implied or contained shall give rise to or be deemed to constitute a partnership between the Council and the Developer

13.11 Terms of Agreement

it is hereby expressly agreed and declared that the terms and conditions of this Agreement form the entire basis and terms of this transaction

13.12 Non-Merger

notwithstanding completion of the Lease this Agreement shall remain in full force and effect in regard to any matter thing or obligation remaining to be done or performed or observed thereunder

13.13 Material Event

if a Material Event occurs the Parties (acting in good faith) will use all reasonable endeavours to agree a course of action to achieve as closely as possible their respective requirements and to fulfil their respective obligations under the terms of this Agreement in the light of the occurrence of the Material Event but in default of agreement within a reasonable time (having regard to all the circumstances) the provisions of this Agreement shall prevail

13.14 Endorsements on this Agreement

13.14.1 On each occasion that a condition precedent specified in Clause 3.1 is satisfied or waived or a condition precedent contained in an agreement referred to in this Agreement is satisfied or waived or a significant event under this Agreement occurs the Parties will procure that their respective solicitors both make and initial on behalf of the Parties an endorsement to that effect on the engrossments of this Agreement

13.14.2 The Parties agree that the endorsements may be made by way of individual memoranda and affixed to the engrossments of this Agreement

13.15 Publicity

13.15.1 No Party shall issue a press release relating to this Agreement without the approval of others (such approval not to be unreasonably withheld or delayed)

13.15.2 Clause 13.16 1. shall not apply to the extent that it is necessary to reveal the details and terms of this Agreement:

(a) for the purpose of any professional consultancy appoints and other construction contracts;

(b) because of legal or London Stock Exchange requirements;

but where possible the relevant Party shall before making that disclosure advise the other Parties that it is about to do so

14. SURETY'S COVENANTS

The Surety HEREBY COVENANTS AND AGREES with the Council:-

14.1 that the Developer will perform and observe all the covenants and obligations on the part of the Developer contained in this Agreement and that in case of any material default in the performance or observance of such covenants or obligations the Surety will itself (but only to the extent that it is lawfully able to do so) perform and observe all covenants and obligations on the part of the Developer contained in this agreement and will make good to the Council all reasonable and proper losses damages costs and expenses arising and properly incurred by the Council out of or in respect of such default

14.2 that the liability of the Surety under this covenant shall not be affected in any way by:-

14.2.1 any neglect or forbearance of the Council in endeavouring to enforce the said covenants and obligations on the part of the Developer contained in this Agreement

14.2.2 any time which may be given to the Developer by the Council

14.2.3 the occurrence of an Insolvency Event in respect of the Developer

IN WITNESS whereof the Council and the First Developer and the Second Developer and the Surety and the Replacement Developer and Replacement Surety have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE
(Plans, Drawings, being "the Documents")

The following Plans and Drawings (as the same are annexed to the Planning Consent)

1468		Title
0303B	Scheme Design	Riverside Level
0304G	Scheme Design	Yield Hall Place Level
0305G	Scheme Design	Town Mall Level
0306G	Scheme Design	Roof Car Park Level 1
0307C	Scheme Design	Roof Car park Level 2
359A	Office Scheme	SE Elevation and Plans
360B	Office Scheme	Elevations
367	Heelas Store	Elevations
664A	Public House	Plans and Elevations
682	Heelas Store	Plans
834	Broad Street Entrance	Support Detail
10001B	Demolition Site Plan	(Part A)
10002B	Demolition Site Plan	(Part B)
4010C	GA Riverside Level	Zones A, F, C and D
4011C	GA Riverside Level	Zones E, B and G
4012B	GA Riverside Level	Zone H
4013D	GA Yield Hall Place Level	Zones A, F, C and D
4014D	GA Yield Hall Place Level	Zones E, B and G
4015C	GA Yield Hall Place Level	Zone B
4016C	GA Yield Hall Place Level	Mezzanine Level Zones A, F, C and D
4017C	GA Yield Hall Place Level	Mezzanine Level Zones E, B and G
4018D	GA Town Mall Level	Zones A, F, C and D
4019D	GA Town Mall Level	Zones E, B and C
4020D	GA Town Mall Level	Zone H
4021C	GA Town Mall Level	Mezzanine Level Zones A, F, C and D
4022C	GA Town Mall Level	Mezzanine Level Zones E, B and G
4023C	GA Car Park Level 1	Zones A, F, C and D
4024E	GA Car Park Level 1	Zones E, B and G
4025C	GA Car Park Level 1	Zone H
4026C	GA Car Park Level 1	Zones A, F, C and D
4027C	GA Car Park Level 2	Zones E, B and G
4028C	GA Car Park Level 2	Zone H
4050B	Sections A-A, C-C, H-H, K, K	
4051A	Section B-B	
4052C	Sections D-D and E-E	
4053A	Section F-F	
4054A	Sections R-R, L-L, P-P	
4055A	Sections M-M, N-N	

4060C	House of Fraser	Elevation
4061B	Link Block	Elevation
4062B	Debenhams	Elevation
4063C *	Yield Hall Place	Elevation
4064C *	Minster Street	Elevation
4065B**	Holy Brook	Elevations
4066B	Car Park Ram	Elevations
4067C	House of Fraser	Bridge Street Elevation
4068B	Minster Street North	Elevation
4069A	Holy Brook	Section
4070A	Broad Street	Elevation
4071A	Flank Wall to BT Exchange	
4072	Residential Block Minster St	Elevations
6001	Multi Story Car Park	Riverside Level Plan
6002	Multi Storey Car Park	Mezzanine Level Plan
6003	Multi Storey Car Park	Levels 1, 2 and 3 Plan
6004	Multi Storey Car Park	Level 4 Plan
6005	Multi Storey Car Park	Level 5 Plan
6010	South Bank	North Elevation
6011	South Bank	South, East and West Elevations
6012	Car Park	Detail Elevation
6013	Car Park	Detail Elevation
6014	Car Park	Detail Elevation Planting Bay
6015	Car Park	Ramp Elevation
6016	Car Park	Central Brick Elevations
6017	Car Park	Central Brick Elevations

* Except for revised glazed atria

** With additional verticals on Holybrook Elevations

THE SECOND SCHEDULE (Replacement Agreements)

British Telecom

An Agreement dated 11th November 1996 between British Telecommunications Plc (1) BT Properties Limited (2) The Reading Oracle Limited (3) Skydart Property Management Limited (4) Sharepatch Property Management Limited (5) the Council (6) and the Developer (7)

John Lewis

An Agreement dated 12 November 1996 and made between the Developer (1) John Lewis Properties Plc (2) John Lewis Plc (3) the Council (4) and the Surety (5)

THE THIRD SCHEDULE (Deeds relating to Developer's Land)

1.

(a) Freehold Land: The entries in the registers of Title Numbers:

- (i) BK53391 (32 to 40 Minster Street);
- (ii) BK230852 (land and buildings on the North East side of Bridge Street);
- (iii) BK161190 (49,50,51 and 51A Minster Street);
- (iv) BK18781 (48 Minster Street)
- (v) BK317360 (land on the North Side of Yield Hall Place);
- (vi) BK301541 (land adjoining the River Kennet, London Street);
- (viii) BK156288 (124 Broad Street)

(b) Leasehold Land: The entries in the registers of Title Number BK248373 (1st floor offices, 56 Minster Street)

2. The rent reserved by and the lessee's covenants and the rights and conditions contained or referred to in the following leases;

<u>Date</u>	<u>Parties</u>	<u>Property</u>	<u>Term</u>
18.11.1986	Britannic Assurance Plc (1) Sun Life Assurance Company of Canada (2)	First floor offices, 56 Minster Street Reading	25 years from 29th September 1986

3. The covenants stipulations and restrictions contained or referred to in the following documents:

<u>Date</u>	<u>Document</u>	<u>Parties</u>
08.11.1995	Agreement for sale and purchase (124 Broad Street)	Pensions Management (SWF) Limited (1) BICC Developments Limited (2)
25.10.1996	Licence to Assign. (1st floor, offices, 56 Minster Street)	Britannic Assurance Plc (1) Skydart Properties Limited (2) BICC Developments Limited (3) BICC Plc (4)
27.11.1996	Transfer of Whole of Leasehold of 1st Floor Offices, 56 Minster Street	Skydart Properties Limited (1) BICC Developments Limited (2)

30.11.1989	Licence to Assign (1st Floor offices, 56 Minster Street)	Britannic Assurance Plc (1) Sun Life Assurance Company of Canada (2) Skydart Properties Limited (3) London & Edinburgh Trust Plc (4)
06.08.1990	Agreement re: 1st, 2nd and part 3rd floors, 54 Minster Street	David Lewis Isaacs and John Arthur Nixon (1) Skydart Properties Limited (2)
01.03.1992	Licence for Alterations	Hill Samuel and Company Limited (1) Debenhams (Properties) Limited (2)
01.03.1985	Licence to Sublet	DRG Pension Investments Limited (1) Freebody Properties Limited (2) Debenhams Plc (3)
06.04.1988	Licence to Assign and Underlet	Pensions Management (SWF) Limited (1) Freebody Properties Limited (2) High Street Property Investments Limited (3) Debenhams Plc (4) The Burton Group plc (5)
18.05.1988	Rent Review Memorandum	Pensions Management (SWF) Limited (1) High Street Property Investments Limited (2)
05.07.1993	Rent Review Memorandum	Pensions Management (SWF) Limited (1) High Street Property Investments Limited (2)
20.10.1977	Telephone Cable Licence	Stead & Simpson Limited (1) Debenhams Limited (2)
23.05.1986	Licence for Alterations (38 Minster Street)	John Lewis Partnership Pension Trust Limited (1) GA Giachetto (2) L. French (3)
30.01.1986	Licence to Assign (Ground Floor, 40 Minster Street)	John Lewis Partnerships Pension Trust Limited (1) K.E. Gibson (2)
23.04.1980	Boundary Wall Agreement 134 Broad Street and 2/5 Minster Street	Westminster & Country Properties Limited (1) Trustees of Hiller Parker May Rowden Superannuation Fund (2)
1981	Party Wall Award 124 to 134 Broad Street	Debenhams Limited (1) Hiller Parker May Rowden Superannuation Fund (2)
13.05.1980	Letter	Eric GV and Son
27.08.1986	Transfer (124 Broad Street - Lease dated 13.01.78)	Freebody Properties Limited (1) High Street Property Investments Limited (2)

13.12.1995	Transfer (124 Broad Street - Lease dated 13.01.78)	High Street Property Investments Limited (1) Burton Group Properties Limited (2)
20.04.1988	Notice of Assignment (124 Broad Street)	High Street Property Investments Limited (1) Pensions Management (SWF) Limited (2)
[to be completed]	Licence to Assign (124 Broad Street)	BICC Developments Limited (1) Pumahaven Limited (2) Burton Group Properties Limited (3) Pensions Management (SWF) Limited (4)
16.08.1996	Transfer (124 Broad Street - lease dated 13.01.78) Burton Group Properties Limited (1) Pumahaven Limited (2)	

4. The following occupational agreements:

<u>Date</u>	<u>Document/Parties</u>	<u>Parts of the Property sub-let/occupied</u>	<u>Term</u>
27.06.1989	Lease (1) Grand Metropolitan Estates Limited (2) Southern Electricity Board	Land forming part of The George Hotel and adjoining properties King Street, Minster Street and Yield Hall Place Reading	21 years from 18th October 1989
29.10.1989	Lease (1) John Lewis Partnership Trust Limited (2) G.A. Giacchetto and L French	Ground Floor, 38 Minster Street Reading	September 1979
23.05.1986	Lease (1) John Lewis Partnership Pensions Trust Limited (2) G.A. Giacchetto and L. French	Basement, 38 Minster Street, Reading	14 years from 30th September 1985
01.12.1981	Lease (1) John Lewis Partnership Pensions Trust Limited (2) S.B. Race	Ground Floor, 40 Minster Street	15 years from 39 September 1980 (Tenant is holding over) - renewal proceedings under LTA 1954 Part II have been issued

15.05.1996	Lease (1) BICC Developments Limited (2) Maiden Outdoor Advertising Limited	Land at Bridge Street, Reading	One year from 15th May 1996
04.12.1996	Lease (1) BICC Developments Limited (2) CP Poster Advertising Limited	Land at Bridge Street	6 months and 1 day from 1st December 1996
13.01.1978	Lease (1) H. Samuel and Co. Limited (2) Debenhams (Property) Limited	124 Broad Street	25 years from 25th December 1977
27.08.1986	Underlease (1) Hall & Sons Limited (2) Debenhams Plc (3) The Burton Group Plc	124 Broad Street	16 years and 114 days from 1st September 1986
29.08.1985	Underlease (1) Freebody Properties Limited (2) Debenhams plc	124 Broad Street	18 years from 29th September 1984
29.08.1996	BICC Developments Limited (1) William John Forde (2)	Ground Floor and basement, 134 Broad Street	18 months from 29th August 1996
13.07.1993	The Reading Oracle Limited (1) John Lewis Properties plc (2)	Car Park, Bridge Street	Expired 30th April 1996 (Tenant remains in occupation)
24.12.1996	BICC Developments Limited (1) John Lewis Properties Plc (2)	Car Park, Bridge Street	Expires 31st December 1996

THE FOURTH SCHEDULE
(Deeds relating to Council's Land)

1. Freehold Land: The entries in the registers of Title Numbers:
 - (i) BK264945 (land at junction of Bridge Street and Mill Lane)
 - (ii) BK45717 (4 London Street)
 - (iii) BK82198 (land on the North-east and South-west of Bridge Street)

(iv) BK73451 (land lying to the North-west of Mill Lane

(v) BK122145 (land South of Minster Street)

2. All covenants stipulations restrictions and other matters affecting that part of the Council Land which is specified in a statutory declaration to be sworn by an authorised officer of Reading Borough Council
3. The rent reserved by and the lessee's covenants and the rights and conditions contained or referred to in the following leases: *None*
4. The covenants and stipulations and restrictions contained or referred to in the following documents:

<u>Date</u>	<u>Document</u>	<u>Parties</u>
04.11.1914	Conveyance	T. Wethered & Sons Ltd (1) T.F. Freemantle & Others (2) Mayor Alderman & Burgesses of the Borough of Reading
12.12.1984	Licence re: Car Parking	Reading Borough Council (1) Tipmoor Limited (2)
12.08.1985	Agreement re: Advertising Hoarding	Reading Borough Council (1) London & Provincial Posters Limited (2)
27.11.1933	Conveyance	H.H. & R.J. Wilder (1) Mayor & Aldermen & Burgesses of the Borough of Reading (2)
19.4.1984	Conveyance (sale off)	Reading Borough Council (1) Britannic Assurance Public Limited Company (2)
10.05.1984	Licence re: Fire Escape	Reading Borough Council (1) Britannic Assurance Public Limited Co. (2)
20.06.1978	Licence re: Emergency Escape Staircase	Reading Borough Council (1) Bremema Investments Ltd (2)
18.12.1934	Deed of Exchange	Heelas Ltd (1) Mayor Aldermen & Burgesses of the Borough of Reading (2)
04.08.1859	Deed of Covenant	Corporation of Reading (1) Reading Gas Light Company (2)
17.02.1981	Agreement re: Fire Escape	Reading Borough Council (1)

		John Lewis Properties Limited (2)
09.09.1964	Wayleave Agreement	Mayor Aldermen & Burgesses of the borough of Reading (1) S.E.B.(2)
11.05.1966	Wayleave Agreement	Mayor Aldermen & Burgesses of the Borough of Reading (1) S.E.B. (2)
12.04.1940	Conveyance (sale off)	Mayor Aldermen & Burgess of the Borough of Reading (1) Heelas Limited (2)
04.07.1902	Conveyance	W.M. Colebrook (1) Mayor Aldermen & Burgesses of the Borough of Reading (2)
02.04.1940	Conveyance	D.M. Widdows (1) Mayor Alderman & Burgesses of the Borough of Reading (2)
21.07.1947	Conveyance	H & G Simonds Ltd (1) Mayor Aldermen & Burgesses of the Borough of Reading (2)
09.11.1948	Conveyance	E.W.T. Turner and W.B. Life (1) Mayor Aldermen & Burgesses of the Borough of Reading (2)
31.07.1888	Conveyance (covenants)	J.Holmes (1) T.H. Turner and E. Turner (2)
15.06.1948	Conveyance	E.Jackson & Sons Ltd (1) Mayor Aldermen & Burgesses of the Borough of Reading (2)
30.12.1941	Conveyance	L.L. Rogers (1) Mayor Aldermen & Burgesses of the Borough of Reading (2)
	Tithe Redemption Certificate	
10.02.1967	Wayleave Agreement	Mayor Aldermen & Burgesses of the Borough of Reading (1) S.E.B. (2)

15.05.1944	Conveyance	C.G. Miller (1) Mayor Aldermen & Burgesses of the Borough of Reading (")
31.07.1959	Conveyance	Bradley & Bliss Ltd (1) Mayor Aldermen & Burgesses of the Borough of Reading (2)
05.11.1992	Agreement	Reading Borough Council (1) The Reading Oracle Limited (2) National Car Parks Limited (3)
13.09.1990	Caution registered under Caution Title Number BK288842	Jean Cowan Holdings Limited

5. The following occupational agreements:

<u>Date</u>	<u>Parties</u>	<u>Parts of the Property sub- let/occupied</u>	<u>Term</u>
18.12.1934	Reading Borough Council (1) Heelas Limited (2)	Land between 41- 48 Minster Street and the River Kennet	Yearly from 18th December 1934
19.04.1984	Reading Borough Council (1) Britannic Assurance Plc (2)	Rear of 54 Minster Street	99 years from 19th April 1984
10.09.1986	Britannic Assurance Plc (1) D.M. Wakefield (2)	1 Yield Hall Place	25 years from 24th June 1986
16.07.1979	Reading Borough Council (1) S.E.B. (2)	Land at Yield Hall Place, Reading	14 years from 26th August 1980 (holding over)
19.04.1984	Reading Borough Council (1) Britannic Assurance Plc (2)	North side of Yield Hall Place	99 years from 19th April 1984
17.09.1996	Reading Borough Council (1)	4 London Street	From 22nd January 1996 to

	Heather Thomas (2)		24th December 1996
12.12.1984	Reading Borough Council (1) Hugh Morton Thomas (2)	Land east of Bridge Street and at the rear of 1 Gun Street	From 12th December 1984 and thereafter from year to year until determined

THE FIFTH SCHEDULE
(Restrictions on Use)

(For the purpose of this Schedule references to use classes are deemed to be references to Use Classes specified in the Use Classes Order 1987 and any periods referred to are deemed to run (unless the context otherwise provides) from the Term Commencement Date of the Lease)

1. On the first letting of any unit in the Centre not more than ten units shall be let for uses falling within Use Class A2 and not more than two such units shall be within any frontage of ten adjoining units and not more than two of such units shall be let as betting offices
2. On the first letting of either of the Department Stores any occupational lease of the same shall require during the first 20 years that not less than 7432 square metres nor more than 20,000 square metres of each unit shall be used as a department store
3. On the first letting of the Creche the occupational underlease of the same shall require it to be used for the purpose of providing an area of not less than 185 square metres for child care facilities
4. On the first letting of the Public House the occupational underlease of the same shall during the first 5 years require that not less than 371 square metres be used as a public house or a licenced premises (other than licenced premises selling principally food)
5. On the first letting of the Leisure Unit the Developer shall procure the grant of an occupational underlease to a cinema operator for a term of not less than 10 years
6. If the New Planning Consent is granted then:-
 - (a) on the first letting of the area shown as a cinema on Plan No 1468/10095 (being one of the New Scheme Drawings) outside the areas hatched black the Developer shall procure the grant of an occupational underlease to a cinema operator for a term of not less than 10 years
 - (b) subject to the provisions of clause 6.5.6 (as they relate to the areas hatched black) the Developer shall procure on a first letting that the areas shown as restaurants on Plan No 1468/10095 (being one of the New Scheme Drawings) outside the areas hatched black are let to restaurant operators for use as restaurants or such other use as the Council shall approve (other than for bingo) such approval not to be unreasonably withheld or delayed
 - (c) subject to the provisions of Clause 6.5.6 the Developer shall procure that on a first letting the areas shown on Plan No 1468/10095 (being one of the New Scheme Drawings) for leisure use is let to leisure operators for any purposes (other than for

bingo) within Class D2 of the Order and/or (subject to the Council's approval (such approval not to be unreasonably withheld or delayed)) for any purpose within Class A3 of the Order or such other use as the Council shall approve (other than for bingo) such approval not to be unreasonably withheld or delayed

THE COMMON SEAL of)
READING BOROUGH COUNCIL)
was hereunto affixed)
in the presence of:)

Director

Secretary

THE COMMON SEAL of)
BICC DEVELOPMENTS)
LIMITED)
was hereunto affixed)
in the presence of:-)

Pete Ti
Director

Summary
BICAL NOMINEES LIMITED

Secretary

THE COMMON SEAL of THE)
READING ORACLE LIMITED)
was hereunto affixed)
in the presence of:-)

Michael Seal
Director

Summary
BICAL NOMINEES LIMITED

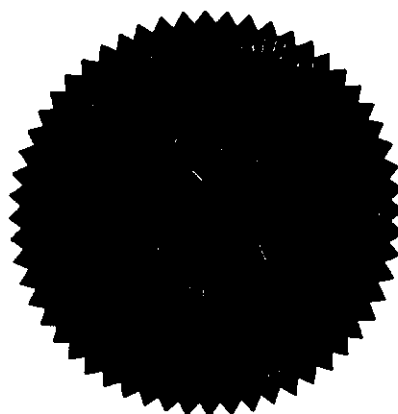
Secretary

THE COMMON SEAL of
BICC PLC
was hereunto affixed
in the presence of:-

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John W Director

S. M. May
Secretary

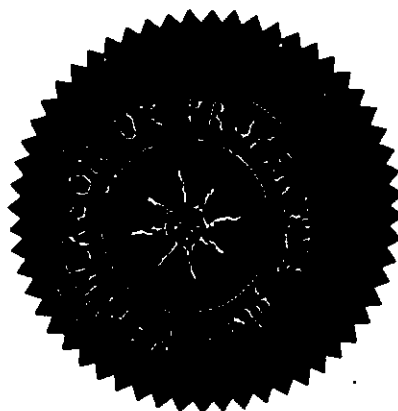


THE COMMON SEAL of
HAMMERSON UK
PROPERTIES PLC
was hereunto affixed
in the presence of:-

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John W Director

S. J. Hinch Secretary



THE COMMON SEAL of
HAMMERSON PLC
was hereunto affixed
in the presence of:-

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H. Richards Director
S. J. Hinch Secretary

