

DATED 2nd March 202³~~2~~

CATHERINE JUNIPER HAYWARD and CRAIG ALAN HAYWARD (1)

("the Owners")

and

ASSETZ CAPITAL TRUST COMPANY LIMITED (2)

("the Mortgagee")

and

READING BOROUGH COUNCIL (3)

("the Council")

AGREEMENT

constituting a Planning Obligation relating to land at
10 Castle Street Reading RG1 7RD

(Planning Application No. 211913)
(Listed Building Application No. 211958)

Michael Graham LLB (Hons);
MBA
Head of Legal Services
Reading Borough Council
DX 40124 Reading (Castle Street)
IKEN 020828
24/11/2022

THIS AGREEMENT is made the 2nd March

J.n
2021 3

BETWEEN:

- (1) CATHERINE JUNIPER HAYWARD and CRAIG ALAN HAYWARD of 102 Elm Road, Earley, Reading RG6 5TD ("the Owners")

and

- (2) ASSETZ CAPITAL TRUST COMPANY LIMITED (Company Registration No. 08336441) of Assetz House Manchester Green, 335 Styal Road, Manchester, England, M22 5LW ("the Mortgagee")

and

- (3) READING BOROUGH COUNCIL of Civic Offices Bridge Street Reading RG1 2LU ("the Council")

RECITALS

A. Planning Obligation

This Agreement constitutes a planning obligation within the meaning of the term in Section 106 of the 1990 Act

B. Application Land

The Council is the Local Planning Authority for the purposes of the 1990 Act for the Borough of Reading in which the Application Land is situated and is the Authority that can enforce the provisions in this Agreement

C. Land Ownership

The Owners are the freehold owners of the Application Land that is registered at the Land Registry under Title Number BK283289 and have an interest in the Application Land within the meaning of the term in Section 106(9) (b) of the 1990 Act

D. The Mortgagee as mortgagee under the legal charge dated 16 May 2019 is willing to enter into this Agreement to give its consent to and bind its interest in the Application Land held under Title No. BK283289.

E. **Applications**

The Owners submitted the Application (211913/FUL) to the Council for Planning Permission to carry out the Development which was validated on 21 November 2021. An application for Listed Building Consent (given reference 211958 by the Council) has also been submitted to the Council.

F. **Listed Building Consent**

The Council having regard to the Development Plan and to all other material considerations consider that the Listed Building Consent should be granted pursuant to the Listed Building Consent Application subject to the prior completion of and the covenants and restrictions set out in this Agreement

G. **Planning Permission**

The Council and the Owners having regard to the Development Plan and to all other material considerations including the Court of Appeal decision in the case of Secretary for Communities and Local Government and West Berkshire Council and Reading Borough Council (CO/76/2015) consider that Planning Permission should be granted for the Development pursuant to the Application subject to the prior completion of this Agreement

IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:-

1. **DEFINITIONS**

The following expressions shall have the under mentioned meanings

1.1 **“the 1990 Act”**

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

1.2 **“the Actual Building Costs”**

means the actual Building Costs incurred at the Trigger Date

1.3 “Affordable Housing”

means social rented housing affordable rented housing and intermediate housing as defined in Annex 2 of the National Planning Policy Framework published on 27th March 2012 or any subsequent definition in any revision amendment or re-enactment thereof published by the U K Government

1.4 “this Agreement”

means this planning obligation by agreement and any modification thereof approved by the Council pursuant to the powers in Section 106 and Section 106A of the 1990 Act

1.5 “Any Other Costs”

means any other cost properly directly and reasonably incurred by the Owners as would be expected in the open market and evidenced as part of the submitted Deferred Affordable Housing Contribution Appraisal in connection with the Development

1.6 “Application”

means the application seeking Planning Permission to carry out the Development submitted on behalf of the Owners to the Council and registered by the Council under reference number 211913/FUL

1.7 “Application Land”

means the land at the rear of 10 Castle Street Reading RG1 7RD as described in the First Schedule hereto and shown edged red on the Plan at Schedule 4

1.9 “Building Contract”

means the contract(s) for the carrying out of the Building Works to be entered into by the Owners

1.10 "Building Costs"

shall mean all of the following costs reasonably and properly incurred in carrying out the Development on the Application Land incurred after the date of this Agreement:-

- (a) The actual costs of carrying out the Building Works under the Building Contract as certified by the Contract Supervisor; and
- (b) Developer Preliminaries; and
- (c) a maximum contingency of five per cent (5%) of the costs incurred in Paragraph (a) in this definition of Building Costs excluding Developer Preliminaries; and
- (d) the Building Contractors overheads and profits as reflective of prevailing market rates; and
- (e) the fees of solicitors planning consultants architects (including landscape architects) quantity surveyors building surveyors structural engineers mechanical and electrical engineers construction engineers the employer's agent any project monitor CDM co-ordinators any other reasonably anticipated professional fees and disbursements incurred in obtaining Planning Permission including the costs of entering into this Agreement and any fees and charges payable for planning and building regulation approval any National Building Council or analogous application and any inspection fees and any statutory based fees and charges payable to any statutory undertakers; and
- (f) the Planning Costs associated with any modifications to the Development; and
- (g) the cost of obtaining any Statutory Consents including all fees incurred for obtaining Statutory Consents and any other fees and contributions payable to any public or other authority and any payments due under any planning agreement (including this Agreement) entered into in order to obtain the relevant Statutory Consents; and
- (h) the cost of diversion of existing supplies and services and the installation and connection of new supplies (including foul and surface water drainage gas water and electricity supplies and telecommunications); and

- (i) provided that the Development proceeds without unreasonable delay the costs incurred in insuring the Development and all third party and any other necessary insurance and the periodic cost of valuation for income purposes on usual terms; and
- (j) rates including sums payable pursuant to any statute or byelaw rents and value added tax where the same is not recoverable or not zero rated; and
- (k) costs of carrying out appropriate environmental surveys and monitoring and any other site investigations

1.11 “Building Works”

means the works of and in connection with the carrying out of the Development and includes (unless the context otherwise requires) all site clearance work, site preparation works and fitting out of the New Dwellings to a standard required for a capital disposal on the open market

1.12 “Contract Supervisor”

means the person appointed by the Owners under the Building Contract to supervise the Building Works

1.13 “Contribution”

means the Deferred Affordable Housing Contribution

1.14 “Costs”

means the aggregate of the Final Building Costs Finance Costs Land Costs Sales Costs Planning Costs and Guaranteed Developer’s Profit

1.15 “Deemed Disposal”

means a deemed transfer of the freehold interest or grant of a long leasehold estate or interest in a New Dwelling at Open Market Value where the Owners do not dispose of the New Dwelling but let it out or otherwise permit Occupation of the said New Dwelling

1.16 “the Deferred Affordable Housing Contribution”

means the sums calculated in accordance with the following formula:-

Net Profit

(divided by) 2

to be paid to and applied by the Council to the provision of Affordable Housing in the Borough which is not being provided by the Owners on the Application Land and which shall be up to the Maximum Sum

1.17 “the Deferred Affordable Housing Contribution Appraisal”

means the format for reporting the breakdown of the Gross Proceeds of Sale the Costs the Net Profit and the Guaranteed Developer’s Profit at the Trigger Date set out at Schedule 6

1.18 “Developer Preliminaries”

means the actual ongoing running costs incurred in the construction of the Development to include scaffolding site and project management and staff plant tools site services site storage security insurance and welfare subject to a maximum of 15 per cent (15%) of the costs incurred in Paragraph (a) in the definition of Building Costs

1.19 “Development”

means the development of the Application Land comprising the conversion of the existing building to mixed restaurant/takeaway (Sui Generis) use at basement/ground floor with the creation of 4 flats (Use Class C3) across the ground, first, second and third floors with external alterations to the rear elevation

1.20 “Disposal”

means the transfer of the freehold interest or the grant of a long leasehold estate or interest in a New Dwelling and for the avoidance of doubt Disposal

shall not mean the exchange of contracts and “dispose” and “disposed of” shall be construed accordingly

1.21 “Effective Date”

means the date of this Agreement

1.22 “the Estimated Final Building Costs”

means the sum representing the estimated Building Costs after the Trigger Date exclusive of value added tax save where value added tax is not recoverable in which case it shall be included as set out in the Deferred Affordable Housing Contribution Appraisal

1.23 “Final Account”

means a detailed final account statement including a full breakdown of all elements therein agreed between the Owners and the Contract Supervisor under the Building Contract

1.24 “the Final Building Costs”

means the aggregate of the Actual Building Costs and the Estimated Final Building Costs exclusive of value added tax

1.25 “Finance Costs”

means the cost of finance for acquiring the Application Land, obtaining the Planning Permission and carrying out the Development including interest charges and financial charges arrangement fees commitment fees and similar costs and the redemption fees on competitive terms or terms that are reasonably obtainable and where any funding is provided by the Owners from its own resources notional interest at the interest rate at which the Owners is able to secure loan finance

1.26 “Gross Proceeds of Sale”

means the actual long leasehold or freehold revenue and independently confirmed estimated revenue of each Disposal together with all other actual sale proceeds capital payments and receipts paid to or received by the Owners or by others on their behalf after the date of this Agreement in respect of any Disposal (and in the case of a Deemed Disposal the Open Market Value) including in each case (but not limiting the generality of the foregoing) any income or receipt generated by the Owners from:-

- (i) all rents licence fees and other sums received by the Owners from any licensee or occupier or any proposed licensee or occupier and
- (ii) any non-repayable sums secured from or through third parties in relation to the Development including government relief grants incentives or tax opportunities and
- (iii) the value of any overage or other performance related payment attributable to any Disposal and
- (vi) any compensation damages interest or other payment or sum of whatever nature not otherwise provided for in this definition received by or on behalf or as agent of the Owners or a third party on his behalf for whatsoever purpose in respect of the Development and
- (vii) the actual or independently estimated capitalised rental value of any ground rents on long leasehold disposals;

together with the independently estimated Open Market Value of any private residential unit to be sold in respect of the Development

1.27 “Guaranteed Developer’s Profit”

means a sum that is 17.5% of any Gross Proceeds of Sale

1.28 “Implementation”

means the carrying out of a “material operation” as defined in Section 56(4) of the 1990 Act save that this definition shall not include any works of

demolition site clearance ground investigation site survey works construction of boundary fencing hoardings or compounds decontamination soil investigation and archaeological testing and the laying and diversion of services and service media and "Implement" and "Implemented" shall be construed accordingly

1.29 "Implementation Notice"

means the notice to be served by the Owners upon the Council stating the proposed date of Implementation of the Development

1.30 "Index"

means the All Items Index of Retail Prices issued by the Office for National Statistics

1.31 "Land Costs"

means the:

- i. cost of acquisition of the Application Land which is agreed between the parties to be £425,000 as representing Open Market Value; and
- ii. all professional and management costs reasonably and properly incurred associated with the entering into of any option agreement on the Application Land and payments thereunder; and
- iii. agents' fees reasonably and properly incurred in connection with acquisition of the Application Land and/or entering into an option agreement over the same; and
- iv. legal fees reasonably and properly incurred in connection with acquisition of the Application Land and/or entering into an option agreement over the same; and
- v. Stamp Duty and Tax incurred in the acquisition of the Application Land

1.32 "Listed Building Application"

means the application for the Listed Building Consent submitted to the Council and given reference number 211958

1.33 “Listed Building Consent”

means Listed Building Consent to be granted by the Council pursuant to the Listed Building Application substantially in the form of the draft set out in the Seventh Schedule

1.34 “Maximum Sum”

means EIGHTY-THREE THOUSAND NINE HUNDRED AND NINETY-FIVE POUNDS (£83,995) (which reflects the lack of initial provision of any affordable off site housing contribution) instead of the expected policy compliant quantum of Affordable Housing within the Development that may have otherwise been provided

1.35 “Monitoring Fee”

means the sum of EIGHT HUNDRED POUNDS (£800.00) to be paid to the Council for the purpose of monitoring the Obligations by the Monitoring Officer as set out in this Agreement

1.36 “Monitoring Officer”

means the Council’s Monitoring Officer (within the Council’s Directorate of Environment and Neighbourhood Services) as designated by the Council to monitor the Obligations set out in this Agreement

1.37 “Net Profit”

means a positive figure which is more than £0 (zero pounds) where the Gross Proceeds of Sale exceed the Costs

1.38 “New Dwelling”

means any one of the four (4) new dwellings formed or to be formed in the carrying out of Development pursuant to the Planning Permission

1.39 “Obligations”

means the covenants on behalf of the Owners set out at Clause 5 and the Second Schedule (Deferred Affordable Housing Obligations) and the Third Schedule (Council Obligations) to this Agreement

1.40 "Occupation"

means beneficial occupation of any part of the Development PROVIDED THAT (and it is agreed between the parties hereto that) for the avoidance of doubt occupation for the purposes of construction completion and fitting out shall not constitute "Occupation" and "Occupy" and "Occupied" shall be construed accordingly

1.41 "Occupation Notice"

means the notice to be served by the Owners upon the Council that the Development has been brought into use and is being Occupied

1.42 "Open Market Value"

means the price at which the sale of the relevant freehold or long leasehold interest with vacant possession would have been completed unconditionally for cash consideration on the date of valuation assuming:

- a willing seller and a willing buyer;
- that the sale is an arm's-length transaction;
- that prior to the date of valuation there had been a reasonable period (having regard to the nature of the New Dwelling and the state of the market) for the proper marketing of the interest for the agreement of the price and terms and for the completion of the sale;
- that the state of the market level of values and other circumstances were on an earlier assumed date of exchange of contracts the same as on the date of valuation;
- that no account is taken of any additional bid by a prospective purchaser with a special interest;
- that both parties to the transaction had acted knowledgeably prudently and without compulsion; and

- that this Agreement did not bind the interest concerned

1.43 “Plan”

means the plan marked at Schedule 4 illustrating the Application Land edged red

1.44 “Planning Costs”

means:

- a) Community Infrastructure Levy under the Community Infrastructure Levy Regulations 2010 (as amended), excluding any surcharges and late payment interest payable under the said Regulations; and
- b) the sums paid to the Council pursuant to this Agreement (including legal fees incurred in connection with this Agreement), other than:
 - i. the Deferred Affordable Housing Contribution; and
 - ii. any interest on unpaid monies payable in accordance with Clause 9

1.45 “Planning Permission”

means the planning permission to be granted by the Council pursuant to the Application substantially in the form of the draft at Schedule 5 and including any other planning permissions granted under Section 73 of the 1990 Act varying the Development

1.46 “the Prescribed Period”

means the period commencing on the date of receipt by the Council of the whole of the Deferred Affordable Housing Contribution and expiring at the end of ten full financial years (ending 31 March) following the financial year in which the payment is received by the Council

1.47 “Sales Costs”

means the fees disbursements and other costs reasonably and properly incurred:

- (a) of selling agents in relation to each New Dwelling; and
- (b) in relation to negotiations of any agreement for sale and sale documentation any agreement for lease and the grant of a lease and any agreements for ground rent; and
- (c) in promotional or marketing costs relating to the letting or sale of any part of the Application Land; and
- (d) of settling claims from or reaching agreement with neighbouring landowners who hold rights that will prevent the Development or whose co-operation is needed or beneficial in respect of the Development; and
- (e) all discounts incentives or allowances allowed by the Owners to any tenant or buyer (including without limitation payment of legal and agents' costs (including irrecoverable VAT) Stamp Duty and all payments for or made towards the provision of carpets curtains and white goods; and
- (f) any reasonable property related costs incurred by the Owners in carrying out any extra works at the request of an individual buyer of part of the completed Development over and above the Owners' standard specification for that particular New Dwelling which increases the value of the New Dwelling and is not already accounted for as Building Costs; and
- (g) any proper legal and marketing and professional costs and other costs incurred by the Owners in acquiring any property at market value by way of part exchange on sale of residential unit; and
- (h) estimated costs for (a) - (g) incurred related to Disposal of the 4th New Dwelling

PROVIDED ALWAYS that all such fees disbursements and other costs shall only be taken into account once when calculating the Costs

1.48 "Sales Schedule"

means a schedule setting out the actual gross sales price achieved in respect of each private residential unit that has been sold or the independently estimated Open Market Value of any private residential unit to be sold and clearly identifying the value of discounts incentives or allowances allowed by the Owners in respect of each such private residential unit sale

1.49 "Statutory Consents"

means any statutory approvals consents or licences or permissions required from any local or competent authority to enable the Owners to carry out and complete the Development

1.50 "Supporting Evidence"

means:

- (a) for Costs actually incurred at the time the Deferred Affordable Housing Contribution Appraisal is carried out (the "relevant time"):
 - (i) receipted invoices or other evidence of payment; or
 - (ii) costs certified by the Owners' quantity surveyor or cost consultant or other professional (subject to such person expressly owing a duty of care to the Council);
- (b) for Costs yet to be incurred at the relevant time, the up-to-date best estimate of such costs by the Owners or where available by the Owners' quantity surveyor or costs consultant (subject to such person expressly owing a duty of care to the Council);
- (c) for sale proceeds and other monies received by the relevant time, certified copies of sale contracts or completion statements by the

Owners' solicitor addressed to the Council confirming in giving such confirmation that a duty of care is owed to the Council;

- (d) in relation to any New Dwelling(s) which are/is unsold at the relevant time, then independently obtained estimates from 3 local reputable firms of Estate Agents based on sales at the Development already effected, the trend in sale prices and the expected date of sale.

1.51 "the Trigger Date"

means the date which is fifteen (15) Working Days prior to the Disposal or Deemed Disposal of the third (3rd) New Dwelling

1.52 "Working Days"

means days (other than Saturdays Sundays or public holidays in England) when banks in London are open for business

2. INTERPRETATION

- 2.1 Clause headings shall not affect the interpretation of this Agreement
- 2.2 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality)
- 2.3 A reference to a company shall include any company corporation or other body corporate wherever and however incorporated or established
- 2.4 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular
- 2.5 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders
- 2.6 A reference to any party shall include that party's personal representatives successors or permitted assigns and in the case of the Council the successors to its respective statutory functions
- 2.7 An Obligation in this Agreement on a person not to do something includes an Obligation not to agree or allow that thing to be done

- 2.8 Where an Obligation falls to be performed by more than one person the Obligation can be enforced against every person so bound jointly and against each of them individually
- 2.9 Any phrase introduced by the terms “including” “include” “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 2.10 Any reference to Act of Parliament whether general or specific shall include any modification or re-enactment thereof for the time being in force and shall also include all instruments orders plans regulations by-laws and directions for the time being made issued or given thereunder or deriving validity therefrom
- 2.11 A reference to writing or written does not include faxes or e-mail
- 2.12 A reference to “this Agreement” or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other document or deed as varied or novated (in each case other than in breach of the provisions of this Agreement) from time to time
- 2.13 References to Clauses Plans Schedules and Paragraphs are to the Clauses Plans Schedules and Paragraphs and of this Agreement

3. LEGAL EFFECT

- 3.1 This Agreement is made pursuant to Section 106 of the 1990 Act and Section 111 of the Local Government Act 1972 and all other enabling powers to the intent that it shall bind the Owners and their successors in title to each and every part of the Application Land and their assigns
- 3.2 This Agreement shall be enforceable by the Council
- 3.3 If the Planning Permission expires within the meaning of Sections 91 92 or 93 of the 1990 Act or is revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owners this Agreement shall cease to have effect (but not so as to avoid any Obligation in this Agreement on the part of the Owners having already been implemented or performed)

- 3.4 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission) granted by the Council or by the Secretary of State on appeal or by reference to him after the date of this Agreement
- 3.5 If any provision of this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired
- 3.6 The Owners shall in parting with the Application Land or part of the Application Land be released from all liability under the terms of this Agreement (insofar as it is binding on that part of the Application Land to which the breach relates) unless they hold an interest in the Application Land or part of the Application Land in respect of which such breach occurs or held such an interest at the date of the breach
- 3.7 This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory functions nor in any other capacity

4. CONDITIONALITY

Unless the context otherwise requires the Obligations in this Agreement shall come into force on the grant of the Planning Permission and Listed Building Consent and the Implementation of the Development

5. THE OWNERS' OBLIGATIONS

- 5.1 The Owners covenant with the Council as follows:
- (a) not to Implement the Development before the Owners have served the Implementation Notice
 - (b) to serve an Occupation Notice within five (5) Working Days after a New Dwelling which forms part of the Development has been first Occupied for residential purposes

- (c) to observe and perform the obligations on their part contained in the Second Schedule (Deferred Affordable Housing Obligations) to this Agreement

5.2 The Owners further covenant with the Council to pay on the Effective Date the Council's reasonable legal costs and expenses incurred in the preparation and completion of this Agreement in the sum of two thousand five hundred pounds (£2,500) and the Monitoring Fee

6. COUNCIL'S OBLIGATIONS

The Council covenants with the Owners to observe and perform the obligations on its part contained in the Third Schedule

7. MORTGAGEE

The Mortgagee hereby consents to the Owners entering into this Agreement and acknowledges that from the date hereof the Application Land shall be bound by the planning obligations restrictions and undertakings contained herein and if the Mortgagee becomes a mortgagee in possession of the part of the Application Land subject to its legal charge or any part thereof it shall be bound by the provisions of this Agreement but not otherwise and the Mortgagee further agrees that in the event that it becomes a mortgagee in possession it will not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Agreement

8. INDEXATION

The amount of the Maximum Sum and the amount of the Contributions payable under the provisions of this Agreement shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the date on which each of the said Contributions are payable

9. INTEREST ON UNPAID MONIES

If a Contribution due under this Agreement is paid late the Owners shall pay the Council interest at the rate of 4% per annum above the base rate of the Lloyds Bank PLC for the time being in force on the sum of the said Contribution due or (as the case may be) on any amount thereof which may be outstanding from the date on which under the terms of this Agreement the Contribution is due up to the date of payment of the said Contribution

10. PAYMENTS TO THE COUNCIL

Any Contributions due to the Council under the terms of this Agreement (SAVING AND EXCEPTING for the sums payable to the Council under Clause 5.2) shall be paid to the Council by means of telegraphic transfer to the Council as follows:

Reading Borough Council

Sort Code: 30-91-31

Account Number: 00271502

Lloyds Bank plc 24 Broad Street Reading RG1 2BT

quoting ref: S106/020828/211913

11. NOTICES

Any notice or other written communication to be served by one party upon another pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for the purpose by notice in writing and any such notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by a duly authorised signatory

12. ADDRESSES FOR SERVICE

The address for any notice or other written communication is for the Council at Civic Offices Bridge Street Reading RG1 2LU and for the Owners at the address specified above or notified

13. ARBITRATION

13.1 In the event of any dispute arising between the parties in respect of this Agreement the dispute shall be referred:-

- (a) in the case of a dispute regarding the interpretation or meaning of any provision in this Agreement to leading planning counsel to be agreed between the parties or failing agreement to be appointed by the President for the time being of the Law Society or
- (b) in the case of a dispute regarding the works or other technical matters referred to in the schedules to a member of the Institution of Civil Engineers to be agreed between the parties or failing agreement to be appointed by the President for the time being of such institution or
- (c) in the case of any other dispute regarding this Agreement to a member of the Royal Institution of Chartered Surveyors to be agreed between the parties or failing agreement to be appointed by the President for the time being of such Institution

13.2 Any referral pursuant to Clause 13.1 may be made on the joint application of the parties or on the application of any party and any such referral shall be construed as a submission to arbitration within the meaning of the Arbitration Act 1996

13.3 The decision of any expert appointed pursuant to Clause 13.1 (the "Expert") shall be final and binding on the parties and whose costs shall be in his award

13.4 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties to the dispute

within the minimum practical timescales allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of his appointment to act

14. THIRD PARTY RIGHTS

It is not otherwise intended that any of the provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than the parties to this Agreement

15. NO WAIVER

No waiver (whether express or implied) by the Council of any breach of or default by the Owners in performing or observing any of the terms of or covenants Obligations or restrictions in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms covenants Obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owners

16. LOCAL LAND CHARGE

This Agreement is and shall be registered as a Local Land Charge by the Council

17. RIGHT OF ACCESS

Without prejudice to the Council's statutory rights of entry the Owners shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Application Land at all reasonable times for the purpose of verifying whether or not any Obligation arising hereunder has been performed or observed

18. AGREEMENT AND DECLARATION

It is agreed by the Owners and the Council that should the Development the subject of the Planning Permission be varied under a new planning permission granted by the Council under Section 73 of the 1990 Act (the VARIAT Planning Permission) the Obligations in the Agreement shall apply to the said VARIAT Planning Permission

19. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and Wales

THE FIRST SCHEDULE

(the Application Land)

All that freehold land at the rear of 10 Castle Street Reading RG1 7RD registered at the Land Registry under Title Number BK283289 as shown edged red on the Plan at Schedule 4.

THE SECOND SCHEDULE

(The Deferred Affordable Housing Contribution)

1. The Owners covenant with the Council to pay to the Council the lesser of:
 - a) the Deferred Affordable Housing Contribution as increased by the indexation provision in Clause 8; and
 - b) the Maximum Sum as increased by the indexation provision in Clause 8in accordance with the procedures and mechanism described in Paragraphs 2 to 10 (inclusive) below.
2. As regards the Deferred Affordable Housing Contribution the Owners will:
 - (a) maintain development accounts in a good and efficient manner and in accordance with approved accountancy and good bookkeeping principles and the accounts are to be made available for inspection by the Council as often as may reasonably be appropriate; and
 - (b) permit the Council under Clause 17 to have access to and inspect the Development for the purposes of verifying whether the Trigger Date has occurred
3. The Owners agree that:
 - (a) in making a Disposal the Owners are under a duty to the Council to take steps to use all commercial reasonable endeavours to maximise the Gross Proceeds of Sale from a Disposal; and
 - (b) where there is a Deemed Disposal the Deferred Affordable Housing Contribution shall be calculated by substituting Open Market Value of the New Dwelling for the Gross Proceeds of Sale
4. The Owners shall provide to the Council no later than the Trigger Date the Deferred Affordable Housing Contribution Appraisal in accordance with and in the form set out at Schedule 6 which shall confirm whether a Net Profit has been achieved and the calculation of the Deferred Affordable Housing Contribution and shall include evidence of all Costs and Gross Proceeds of Sale including copies of Building Contract Final Accounts Sales Schedule and other Supporting Evidence

5. Upon receipt of the Deferred Affordable Housing Contribution Appraisal the Council may request in writing that the Owners provide further information in order to verify any matter or figure within the Deferred Affordable Housing Contribution Appraisal PROVIDED THAT such written request is served on the Owners within 20 (twenty) Working Days of the date on which the Council receives the said Deferred Affordable Housing Contribution Appraisal
6. If a written request for further information is received from the Council in accordance with Paragraph 5 above the Owners shall provide such further information to the Council within 20 (twenty) Working Days of such request
7. The parties shall use their reasonable endeavours to agree the calculation of the Deferred Affordable Housing Contribution but in the event of a dispute either party (acting reasonably) may refer the matter to arbitration in accordance with Clause 13
8. In the event that the calculation of the Deferred Affordable Housing Contribution is agreed between the parties the Owners shall pay the Deferred Affordable Housing Contribution to the Council within 20 (twenty) Working Days of the date of the parties' agreement
9. In the event of a dispute between the parties over the calculation of the Deferred Affordable Housing Contribution the Owners shall pay the Deferred Affordable Housing Contribution to the Council within 20 (twenty) Working Days of the determination made under the provisions of Clause 13
10. In the event of late payment under Paragraphs 8 or 9 above the Owners shall also be required to pay to the Council interest (in accordance with Clause 9) on the Deferred Affordable Housing Contribution from the date on which the Deferred Affordable Housing Contribution falls due to the date on which it is paid

THE THIRD SCHEDULE

("the Council's Obligations")

1. Not later than five (5) Working Days after the Effective Date the Council will issue the Planning Permission
2. The Council covenants with and undertakes to the Owners that each of the Contributions will be utilised for the purposes specified in the Agreement and for no other purpose
3. In this Agreement where the agreement approval consent or any other expression of satisfaction is required from the Council that agreement approval consent or any other expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed
4. The Council will re-pay to the person who made the payment of a Contribution under this Agreement such amount of any such payment which has not within the Prescribed Period been expended or allocated together with interest on any balance then remaining unspent of the relevant Contribution at the rate of one per centum below Lloyds Bank PLC base rate for the time being in force such payment to be made within twenty (20) Working Days of written demand made following the expiry of the Prescribed Period.

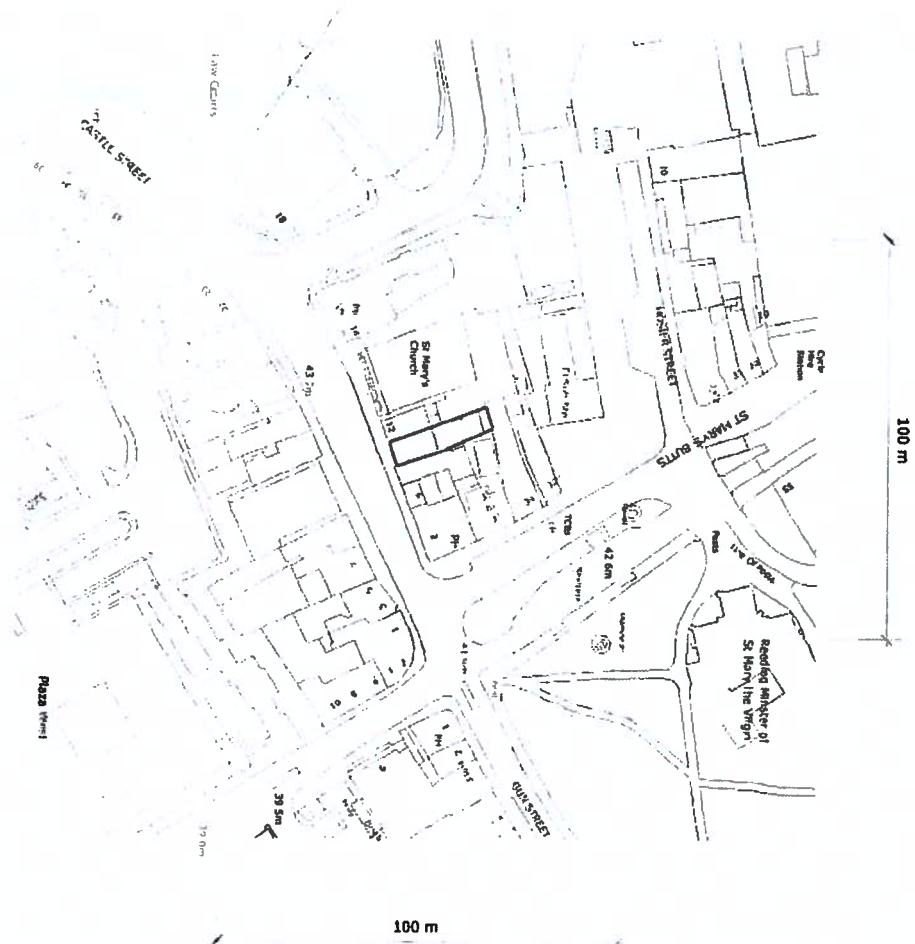
THE FOURTH SCHEDULE

("the Plan")

Handwritten signature



job
10 Castle Street,
Reading, RG1 7RD
drawing
LOCATION PLAN
scale
date



THE FIFTH SCHEDULE

(“the draft Planning Permission”)



Reading
Borough Council
Working better with you

**TOWN AND COUNTRY PLANNING ACT 1990
PLANNING AND COMPENSATION ACT 1991
THE TOWN & COUNTRY PLANNING
(DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015**

APPLICATION FOR FULL PLANNING PERMISSION

To: DLBP Ltd
7a Pindock Mews
Little Venice
London
W9 2PY

Application No: 211913
Application type: Full Planning Approval

Applicant: C/O Agent

READING BOROUGH COUNCIL as Local Planning Authority **GRANT FULL** planning permission for the following development in accordance with the plans and supporting information submitted in connection with this application.

Proposal: Conversion of the existing building to mixed restaurant/takeaway (Sui Generis) use at basement/ground floor with the creation of 4 flats (Use Class C3) across the ground, first, second and third floors with external alterations to the rear elevation

At: Sweeney & Todd 10 Castle Street Reading RG1 7RD

Subject to such conditions and for such reasons as may be attached

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

Date: **DRAFT - SUBJECT TO S106**

SDV

Assistant Director of Planning, Transport and
Public Protection Services



Reading

Borough Council
Working better with you

Application At: Sweeney & Todd 10 Castle Street Reading RG1 7RD

Application No: 211913

Application type: Full Planning Approval

CONDITIONS & REASONS

1. The development hereby permitted shall begin no later than three years from the date of this planning permission.

REASON: In pursuance of Section 91 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004) in order to prevent an accumulation of unimplemented planning permissions.

2. The development hereby permitted shall ONLY be carried out in accordance with the following approved plans:

Drawing No:

561.100.PL.06 Rev A - Proposed Upper Floors

Received 14th September 2022

561.100.PL.05 - Proposed Ground Floor and Basement

561.100.PL.07 - Proposed Section

561.100.PL.08 - Proposed Elevations

561.1250.PL.01 - Location Plan

561.200.PL.02 - Proposed Site Plan

Received 26th November 2021

REASON: For the avoidance of doubt and to ensure that the development is carried out and adhered to in accordance with the application form and associated details hereby approved.

3. The materials to be used in the construction of the external surfaces of the development hereby permitted shall match those used on the existing building.

REASON: In the interests of visual amenity and ensuring the new development responds positively to the local context and character of the Listed Building in accordance with Policy CC7, EN1 and EN3 of the Reading Borough Local Plan 2019.

4. **[Pre-commencement]** No development shall commence on site until a detailed scheme, informed by an assessment of the current noise environment (including licensed premises in the vicinity and the proposed ground floor use) for protecting the dwellings from the external noise environment of the area has been submitted to and approved, in writing, by the Local Planning Authority. The scheme itself shall be

Date: DRAFT - SUBJECT TO S106

SDV

**Assistant Director of Planning, Transport and
Public Protection Services**



Reading

Borough Council

Working better with you

designed, specified and constructed so that the sound insulation performance of the structure and the layout of the dwellings are such that the indoor ambient noise levels do not exceed the values detailed in Table 4 of BS 8233:2014 and the and that the individual noise events do not exceed 45 dB LA,max,F more than 10 times a night. Where opening windows will lead to an internal noise level increase of 5 dBA or greater above BS 8233:2014 recommended internal levels, the scheme shall include provision of alternative mechanical ventilation with minimum performance equivalent to a mechanical heat recovery (MVHR) system with cool air bypass as an alternative means of cooling and ventilation. Noise from the system should not result in BS8233 internal levels being exceeded. Thereafter, the development shall not be carried out other than in accordance with the approved scheme which shall be completed before any part of the accommodation hereby approved is occupied, unless the Local Planning Authority otherwise agrees in writing.

REASON: These details are required due to insufficient information being contained within this submission and in order to safeguard the amenity of occupants in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

5. **[Pre-commencement]** No development shall commence on site until an odour assessment has been carried out and a detailed odour management plan to include scaled plans, odour control specifications and a maintenance plan has been submitted to and approved in writing by the Local Planning Authority. Reference shall be made to the EMAQ guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems (Sept 2018) or the (withdrawn) DEFRA version (Jan 2005) when assessing potential odours and selecting appropriate odour control methods. When assessing potential odours, the assessment shall consider the full range of cooking types that may be conducted under the permitted use. Thereafter, the development shall not be carried out other than in accordance with the approved scheme unless otherwise agreed in writing by the Local Planning Authority.

REASON: These details are required due to insufficient information being contained within this submission and to safeguard the amenity of adjoining properties and to protect the general environment in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

6. **[Pre-commencement]** No development shall commence on site until a detailed Air Quality Assessment to determine whether mitigation is required to protect the residents from the effects of poor air quality is submitted to and approved in writing by Local Planning Authority. Where this Air Quality Assessment identifies that future residents will be exposed to poor air quality, an air quality mitigation scheme shall accompany this assessment demonstrating sufficient mitigation to protect the occupants. The scheme shall be implemented as approved prior to occupation of any part of the development and retained as approved at all times thereafter.

REASON: These details are required due to insufficient information being contained within this submission and in order to protect the health of future occupants of the

Date: DRAFT - SUBJECT TO S106

SDV

Assistant Director of Planning, Transport and
Public Protection Services



Reading

Borough Council

Working better with you

proposed development in accordance with Policy EN15 of the Reading Borough Local Plan 2019.

7. [Pre-commencement] No development shall commence on site, including any works of demolition, until a site specific Construction Method Statement has been submitted to and been approved in writing by the Local Planning Authority. The Statement shall provide for:

- a) Space on site where vehicles of site operatives and visitors can be parked with details of how site operatives and visitors will be required to make use of the parking area provided;
- b) Location on site for storage of plant and materials used in constructing the development;
- c) The erection and maintenance (including removal of any graffiti or fly posters) of security hoarding around the site;
- d) Identification of any footpath closures or road closures needed during construction;
- e) Required wheel washing facilities on site;
- f) A scheme for recycling waste resulting from the construction works.
- g) Measures for controlling the use of site lighting whether required for safe working or for security purposes;

The measures within the approved Statement shall be adhered to throughout the demolition and construction period unless otherwise agreed in writing by the Local Planning Authority.

REASON: These details are required due to insufficient information being contained within this submission and in the interests of protecting the amenity of local land uses or neighbouring residents, the character of the area and highway safety in accordance with Policy CC8 and TR3 of the Reading Borough Local Plan 2019.

8. Prior to first occupation of the development hereby approved, a copy of a Final BREEAM Certificate in accordance with the BREEAM Sustainability Standard following a post-construction stage review carried out by a licensed assessor has been submitted to and approved in writing by the Local Planning Authority, demonstrating that the development has attained as a minimum the standard set out in the Interim BREEAM Certificate referred to in condition 8.

REASON: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policy CC2 and H5 of the Reading Borough Local Plan 2019.

9. Prior to first occupation of the development hereby approved, details of how refuse and recycling collections will be managed from the site (including vehicles, servicing and deliveries), shall be submitted to and approved in writing by the Local Planning Authority. Thereafter refuse collection, servicing and deliveries will be carried out fully in accordance with the approved details.

Date: DRAFT - SUBJECT TO S106

SDV

Assistant Director of Planning, Transport and
Public Protection Services



Reading

Borough Council

Working better with you

REASON: In the interests of general amenity, to ensure convenience of arrangements for refuse and recycling storage and collection and to ensure that no obstruction is caused on the adjoining highway, in the interest of highway safety and in accordance with Policy CC7 of the Reading Local Plan 2019.

10. Prior to any agreement being entered into for a new occupation of, or transfer of any interest in, the residential unit(s) hereby approved, the prospective occupier/transferee shall be informed that there is no automatic entitlement to a car parking permit for any existing residential parking permit schemes and future schemes on adjacent and surrounding streets. All material used for advertising or marketing the residential unit(s) for letting or sale shall make it clear to prospective tenants and occupiers that they will not be automatically entitled to a parking permit, but any application for a parking permit will be considered on its merits.

REASON: In order that the prospective occupiers are made aware of the fact that while they can submit an application they will not be automatically entitled to an on-street car parking permit. In the interests of the proper management of parking, and to ensure that the development does not harm the existing amenities of the occupiers of neighbouring residential properties by adding to the already high level of on street car parking in the area Policy TR3 and TR5 of the Reading Local Plan 2019.

11. No dwelling hereby permitted shall be occupied until the bicycle parking facility for that dwelling/building has been provided in accordance with the plans hereby approved. The facility shall be kept available for bicycle parking at all times thereafter.

REASON: To encourage travel by sustainable alternatives to driving a motorcar in accordance with Policy TR1 and TR5 of the Reading Local Plan 2019.

INFORMATIVES

1. Your attention is drawn to the terms and conditions of this permission. Any development which is carried out but which differs materially from the approved plans and details, or does not comply with any condition(s) or planning obligation(s) attached to the permission may result in the Council taking action to remedy the breach of planning control. If you are in any doubt please contact the Council.

2. Your attention is drawn to the requirement for submission of a Building Regulations application for the proposed development. Please contact Building Control on 0118 937 2449 for advice.

3. Complaints are commonly received about noise and dust caused by construction and demolition works, particularly working outside reasonable hours and smoke from bonfires associated with the burning of waste on site. The developer is reminded that

Date: DRAFT - SUBJECT TO S106

SDV

Assistant Director of Planning, Transport and
Public Protection Services



Reading

Borough Council

Working better with you

construction and demolition associated with the approved development will be subject to environmental health law.

4. During the course of construction, the developer should take care to ensure that no part of this development (foundations, eaves, guttering, etc.) would encroach on, under or across the boundary line with the adjoining property, as the requisite Notice has not been served on the owner of that property. This permission does not confer any right of access onto land that is not under the developer's control. The developer should also be mindful of the obligations and requirements of the Party Wall Act (1996) details of which can be found at:

<https://www.gov.uk/guidance/party-wall-etc-act-1996-guidance>

5. i) The attention of the applicant is drawn to Section 59 of the Highways Act 1980, which enables the Highway Authority to recover expenses due to damage caused by extraordinary traffic.

ii) Any works affecting the Highway shall be in accordance with Reading Borough's Council's document "Guidance Notes for Activities on the Public Highway within the Borough of Reading". The applicant should note that compliance with this document is mandatory and licences to work on the Highway will only be issued if the requirements contained within it are met. A copy can be obtained from the Council's website.

6. The occupiers of the residential unit(s) will not be automatically entitled to an on-street car parking permit. Current and new occupiers should be informed of this and be advised to find out more about parking permits on the Council's website. There is already a high level of on street car parking in the area and the site is located close to local facilities, with frequent public transport services on nearby roads.

7. The applicant is reminded that separate Listed Building Consent is required before the development commences.

8. The Local Planning Authority has worked positively and proactively with the applicant to resolve relevant matters to allow permission to be granted within the prescribed target or agreed extended timescale for the decision to be issued.

10. The Council introduced the Community Infrastructure Levy (CIL) on 1st April 2015. CIL is a way of securing financial contributions towards infrastructure from new development, and partially replaces the Section 106 planning obligation regime. It is a set charge per sq m of floorspace for different uses, and, unlike Section 106, it is non-negotiable. It applies to developments which result in at least one dwelling; where the space has not been in lawful use for 6 months within the last 3 years or 100 sq m of new floorspace. For this approved development the CIL status is Chargeable. If

Date: DRAFT - SUBJECT TO S106

SDV

Assistant Director of Planning, Transport and
Public Protection Services



Reading
Borough Council
Working better with you

chargeable you will be sent a CIL Liability Notice with the calculated amount soon. CIL becomes payable on commencement of the development or by instalments.

For more information go to:

http://www.reading.gov.uk/media/2791/Community-Infrastructure-Levy-Advice-to-Applicants/pdf/CIL_Advice_to_Applicants.pdf

11. A section 106 Agreement has been completed for this development. A copy of the S106 Legal Agreement is available on the Council's Public Register of Planning.

12. In accordance with Article 35 (DMPO 2015) some conditions have been highlighted to make clear that they require approval from the Local Planning Authority before any development begins. This is because the details need to be designed or works implemented before any other works start on the site or are of a nature that it would be impractical to consider after work has started.

Date: DRAFT - SUBJECT TO S106

SDV

Assistant Director of Planning, Transport and
Public Protection Services

NOTES

APPEALS TO THE SECRETARY OF STATE

If you are aggrieved by the decision of the Council to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against the Council's decision on the application you must do so within 28 days of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and you want to appeal against the Council's decision on your application, you must do so within 28 days of the date of service of the enforcement notice, or within 6 months (or 12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.

If the above circumstances do not apply, any appeal must be made within the following time limits.

If this is a householder application and you want to appeal against the Council's decision then you must do so within 12 weeks of the date of this notice. If this is an advertisement application and you want to appeal against your local planning authority's decision then you must do so within 8 weeks of the date of this notice. If you want to appeal against your local planning authority's decision for any other type of application (which is not a householder or advertisement application, or an application for a Certificate of Lawfulness) then you must do so within 6 months of the date of this notice.

Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>.

If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

Purchase Notices

If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Street Naming & Numbering

You must contact Reading Borough Council to:

- Name or number a new development
- Name a new street
- Get addresses for flat conversions
- Name or rename an existing building

Otherwise the following may occur:

- You will not have an official address or postcode. When your property goes through the official process it may be given a different address and Postcode than you are currently using.
- You may have difficulty receiving mail
- You may have problems when buying goods or services such as utilities and telecommunications
- The emergency services may have difficulty locating you.
- You may have problems accessing Council services such as Education, Parking Services and Electoral Registration.

The Council is responsible for assigning house names and numbers and street names. It is also responsible for updating the National Land and Property Gazetteer (NLPG) which is a list of addresses which meet a common standard (BS7666) used throughout the country.

When a new address or change of address is requested, the Council contacts Royal Mail who check the address on behalf of the Emergency Services, assign a postcode and add it to their Postal Address File (PAF). The PAF list is used by many companies and services to check addresses, authenticate transactions and order goods, as well as deliver mail, so it is in your interest for your address to be on that list. Royal Mail will not create an address until requested to do so by the Council.

How to apply:

Email us using streetnamingnumbering@reading.gov.uk

Or telephone us on 0118 9373737

What we need to complete your request:

For new addresses or flat conversions:

- Site layout plan containing plot numbers
- Location plan - No bigger than A3 size (hard copy, PDF, JPEG or AutoCAD) showing the site boundary, including the new development, together with surrounding buildings for reference
- Anticipated completion and occupation dates

For change of address:

- You must be, or have authorisation from, the owner to request a change of address.
- Floor plan of the existing property
- Reason for change

Once created, the Council informs various bodies of your new address including the Emergency Services, Council Tax, Land Registry and utility companies as well as adding it to the National Land and Property Gazetteer.

Please be advised that companies and services using the PAF file only update the addresses monthly, quarterly or even less frequently, therefore it may take a while for your address to be listed in some places. It will, however, appear on the Royal Mail website within a few days once it has been added to the live address file.

Reading Borough Council has no control over the frequency by which other organisations update their address files.

THE SIXTH SCHEDULE

("Deferred Affordable Housing Contribution Appraisal")

$$X = (((((A+B)-C)-((D+E)-F)-P)+G) \times 0.5$$

A = GDV achieved on sale of / lease of 75% of residential units and GDV from other parts of the development sold / let and other income receipts (£)

B = Estimated GDV for parts of the development that are yet to be sold/let and other income sources (£)

C = GDV determined as part of the assessment of viability at the time planning permission was granted (or as determined in previous review) (£)

D = Development Costs Incurred at the time of review (£)

E = Estimated Development costs for remainder of the development (£)

F = Total build costs determined as part of the assessment of viability at the time planning permission was granted (or as determined in previous review) (£)

P = $(A + B - C) \times Y$; Developer profit on change in GDV (£)

Y = Developer profit as a percentage of GDV as determined at the time planning permission was granted (%)

G = Deficit: Residual Land Value (RLV) - Benchmark Land Value (BLV) as determined at the time planning permission was granted (or as determined in previous review) (£)

Application Stage Agreed Figures

C	Total GDV = £ 1,679,913
F	Development Costs = £1,055,923
G	Scheme Deficit = -£106,864
Y	17.5%

THE SEVENTH SCHEDULE
("the Draft Listed Building Consent")



Reading
Borough Council

Working better with you

**TOWN AND COUNTRY PLANNING ACT 1990
LOCAL GOVERNMENT PLANNING AND LAND ACT 1980
THE PLANNING (LISTED BUILDINGS & CONSERVATION AREAS) REGULATIONS 1990
PLANNING (LISTED BUILDINGS & CONSERVATION AREAS) ACT 1990**

APPLICATION FOR LISTED BUILDING CONSENT

To: DLBP Ltd
7a Pindock Mews
Little Venice
London
W9 2PY

Application No: 211958
Application No: Listed Building Consent

Applicant: Sweeney & Todd

READING BOROUGH COUNCIL as Local Planning Authority **GRANT** Listed Building Consent for the following works:

Proposal: Conversion of the existing building to mixed restaurant/takeaway (Sui Generis) use at basement/ground floor with the creation of 4 flats (Use Class C3) across the ground, first, second and third floors with external alterations to the rear elevation

At: Sweeney & Todd 10 Castle Street Reading RG1 7RD

Subject to such conditions and for such reasons as may be attached

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

Date: ISSUE WITH FULL

SDV

Assistant Director of Planning, Transport and
Public Protection Services



Reading
Borough Council

Working better with you

Application At: Sweeney & Todd 10 Castle Street Reading RG1 7RD
Application No: 211958
Application No: Listed Building Consent

CONDITIONS and REASONS

1. The works hereby permitted shall begin no later than three years from the date of this consent.

REASON: In accordance with Section 18 of the Planning (Listed Building and Conservation Areas) Act 1990 as amended by section 51 of the Planning and Compulsory Purchase Act 2004.

2. The works to the Listed Building hereby permitted shall be carried out only in accordance with the following approved plans or specifications:
Drawing No:

561.100.PL.06 Rev A - Proposed Upper Floors

Received 14th September 2022

561.100.PL.05 - Proposed Ground Floor and Basement

561.100.PL.07 - Proposed Section

561.100.PL.08 - Proposed Elevations

561.1250.PL.01 - Location Plan

561.200.PL.02 - Proposed Site Plan

Received 26th November 2021

REASON: For the avoidance of doubt and to ensure that the development is carried out in accordance with the Listed Building Consent hereby approved Policy EN1 of the Reading Local Plan 2019.

3. All new external and internal works and finishes, and any works of making good, shall match the existing original fabric in respect of using materials of a matching form, composition and consistency, detailed execution and finished appearance, except where indicated otherwise on the drawings hereby approved.

REASON: In order that the special architectural and historic interest of this Listed Building is safeguarded in accordance with Policy EN1 of the Reading Borough Local Plan 2019.

Date: ISSUE WITH FULL

SDV

Assistant Director of Planning, Transport and
Public Protection Services



Reading
Borough Council

Working better with you

INFORMATIVES

1. Your attention is drawn to the terms and conditions of this consent. Any works which are carried out but which differs materially from the approved plans and details, or does not comply with any condition(s) attached to the consent may result in the Council taking action to remedy the breach of planning control. If you are in any doubt please contact the Council.
2. The applicant is reminded that separate planning permission is required from the Local Planning Authority before works commence.
3. The Local Planning Authority has worked positively and proactively with the applicant to resolve relevant matters to allow consent to be granted within the prescribed target or agreed extended timescale for the decision to be issued.

Date: ISSUE WITH FULL

SDV

Assistant Director of Planning, Transport and
Public Protection Services

NOTES

APPEALS TO THE SECRETARY OF STATE

If you are aggrieved by the decision of the Council to refuse consent for the proposed works or to grant it subject to conditions, then you can appeal to the Secretary of State under section 20 of the Planning (Listed Buildings and Conservation Areas) Act 1990 within 6 months of the decision or such longer period as the Secretary of State may allow.

Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>.

If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

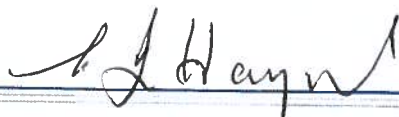
The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

EXECUTED as a deed by the parties hereto and delivered on the date written at the start of this deed

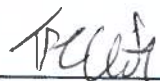
Signed as a deed by CATHERINE
JUNIPER HAYWARD



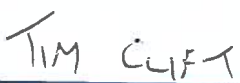
Signature

in the presence of

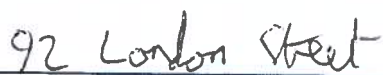
Signature of witness:

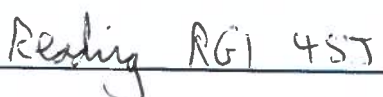


Witness name (in CAPITALS):



Address:





Signed as a deed by CRAIG ALAN
HAYWARD


Signature

in the presence of

Signature of witness:



Witness name (in CAPITALS):

TIM CLIFT

Address:

92 London Street

Reading RG1 4SS

Executed as a deed (but not
delivered until the date hereof) by
affixing the common seal of ASSETZ
CAPITAL TRUST COMPANY LIMITED
in the presence of:

)
)
)

Signature of Director


Signature of [Director][Secretary]

EXECUTED (BUT NOT DELIVERED UNTIL)

THE DATE HEREOF) by the affixing of)

THE COMMON SEAL of READING)

BOROUGH COUNCIL in the presence of:-) Authorised Signatory

Twice

Justin Hall,
SOLICITOR.

1.3.2023.

Minute	HPDRS ~~21/10/23~~
Originator	~~92~~
Seal No.	64/23
Checked	OL

18.10.22 item 9.



Official copy of register of title

Title number BK283289

Edition date 23.05.2019

- This official copy shows the entries on the register of title on 14 NOV 2022 at 09:38:03.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 14 Nov 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Gloucester Office.

A: Property Register

This register describes the land and estate comprised in the title.

READING

- 1 (23.01.1990) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 10 Castle Street, Reading (RG1 7RD).

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (20.05.2019) PROPRIETOR: CATHERINE JUNIPER HAYWARD and CRAIG ALAN HAYWARD of Beggars Folly, The Ridge, Cold Ash, Thatcham RG18 9HX.
- 2 (20.05.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 16 May 2019 in favour of Assetz Capital Trust Company Limited referred to in the Charges Register.

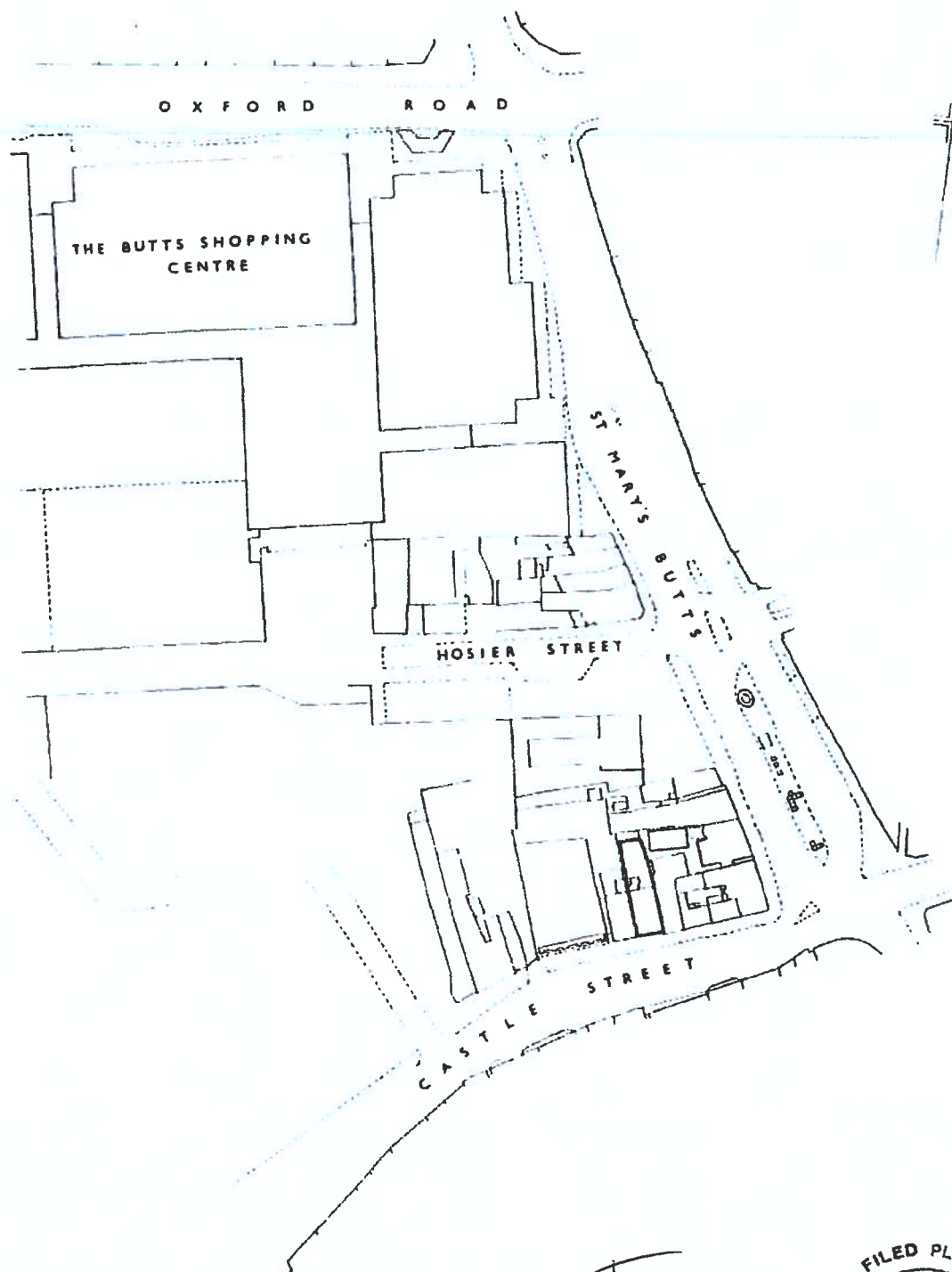
C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (20.05.2019) REGISTERED CHARGE dated 16 May 2019.
- 2 (20.05.2019) Proprietor: ASSETZ CAPITAL TRUST COMPANY LIMITED (Co. Regn. No. 08336441) of Assetz House, 335 Styal Road, Manchester M22 5LW.

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		BK283289	
ORDNANCE SURVEY PLAN REFERENCE	SU 7173	SECTION M	Scale 1/1250
COUNTY BERKSHIRE	DISTRICT READING	© Crown copyright 1986	



Handwritten signature or initials.

