CLYDE&CO

SH Reading Master LLP

and

Reading Borough Council

Agreement

in respect of land at Station Hill, Reading RG1 1NF pursuant to Section 106 of the Town and Country Planning Act 1990 (and all other enabling powers) (planning application reference numbers 192032, 201532 and 201536)

Contents

1	Definitions	2
2	Interpretation	32
3	Legal Effect	33
Schedule 1 - Ownership of the Application Land		42
Schedule 2 - The Development		43
Schedule 3 - Triggers and Notifications		44
Schedule 4 - Plans and Drawings		46
Schedule 5 - Development restrictions and requirements		48
Schedule 6 - Obligations in respect of the North Site (192032)		49
Schedule 7 - Obligations in respect of the South Site		75
Schedule 8 - Obligations in respect of the North Site (201536)		89
Schedule 9 - Council's obligations		99
Execution Page		100
Appendix A – Draft First 2021 Permission		101
Appendix B – Draft Second 2021 Permission		102
Appendix C – Draft Third 2021 Permission		103
Appendix D – Cast Consultancy Document dated 15 December 2020		104
Appendix E – Framework Travel Plan		105
Appendix F – Framework Travel Plan (192032)		106
Appendix G - Approved Construction ESP (South Site)		107

Agreement

Dated 22nd July **2021**

Between:

(1) **SH Reading Master LLP** a limited liability company incorporated and existing under the laws of England and Wales (registered in England and Wales No. OC422706) whose registered office is at 1st Floor, Senator House, 85 Queen Victoria Street, London EC4V 4AB (**Owner**); and

(2) **Reading Borough Council** whose address is at Civic Offices, Bridge Street, Reading RG1 2LU (**Council**)

Background

(A) 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.

(B) The Owner is the registered proprietor of the freehold interest in that part of the Application Land more particularly described in Part 1 of Schedule 1 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

(C) The Second Owner is the registered proprietor of the freehold interest in that part of the Application Land more particularly described in Part 2 of Schedule 1 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

(D) On 8 January 2015, the 2015 Agreement was completed.

(E) On 9 January 2015, the 2015 Planning Permission was granted by the Council.

(F) The 2015 Development has been Commenced but the Owner no longer intends to carry on with the 2015 Development.

(G) On 26 July 2016:

(i) the 2016 Agreement was completed;

(ii) the First 2016 Permission was granted by the Council; and

(iii) the Second 2016 Permission was granted by the Council.

(H) Neither the First 2016 Development nor the Second 2016 Development has been Commenced.

(I) On 11 February 2019, a prior notification application (reference number 182171) for the demolition of Telecom House and Friars Walk Shopping Centre was granted by the Council, and subsequently implemented and completed on behalf of the Owner.

(J) On 6 December 2019:

(i) the 2019 Agreement was completed;

(ii) the First 2019 Permission was granted by the Council;

(iii) reserved matters approval was granted pursuant to the First Permission;

(iv) the Second 2019 Permission was granted by the Council; and

(v) reserved matters approval was granted pursuant to the Second Permission.

(K) The Owner has Commenced the First 2019 Development and the Second 2019 Development.

(L) Notwithstanding Commencement of the First 2019 Development and the Second 2019 Development, the Owner has not paid the 'Affordable Housing Off Site First Contribution' and the 'Affordable Housing Off Site Third Contribution' (each as defined in the 2019 Agreement) even though such contributions are required to be paid to the Council on or prior to Commencement of the First 2019 Development or the Second 2019 Development in accordance with the terms of the 2019 Agreement.

(M) On 7 January 2020, an application for the First 2021 Development was submitted to the Council on behalf of the Owner.

(N) On 2 November 2020, applications for the Second 2021 Development and the Third 2021 Development were submitted to the Council on behalf of the Owner.

(O) On 13 January 2021, the Council's Planning Applications Committee (having regard to the development plan and to all other material considerations) resolved to grant the First 2021 Permission subject to the Owner entering into planning obligations in the form of this Agreement.

(P) On 3 March 2021, the Council's Planning Applications Committee (having regard to the development plan and to all other material considerations) resolved to grant the Second 2021 Permission and the Third 2021 Permission subject to the Owner entering into planning obligations in the form of this Agreement.

(Q) The Council and the Owner are satisfied that the planning obligations contained in this Agreement are:

(i) necessary to make the Development acceptable in planning terms;

(ii) directly related to the Development; and

(iii) fairly and reasonably related in scale and kind to the Development.

(R) The Council has agreed to grant the First 2021 Permission, the Second 2021 Permission and the Third 2021 Permission on the Effective Date.

It is agreed as follows:

1 **Definitions**

1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

1980 Act means the Highways Act 1980;

1990 Act means the Town and Country Planning Act 1990;

2015 Agreement means the deed of agreement dated 8 January 2015 made between (1) Sackville Developments (Reading) Limited and (2) the Council and (3) Barclays Bank PLC pursuant to section 106 of the 1990 Act;

2015 Development means the demolition and alteration of existing buildings and erection of new buildings and structures to provide offices (Use Class B1), a range of town centre uses including retail and related uses (Use Classes A1-A5), leisure (Use Class D2) and residential units, associated infrastructure, public realm works and ancillary development (all matters reserved);

2015 Permission means the outline planning permission (with planning application reference number 130436) for the 2015 Development granted by the Council on 9 January 2015;

2016 Agreement means the deed of agreement dated 26 July 2016 made between (1) Sackville Developments (Reading) Ltd and (2) Station Hill North B.V and (3) Station Hill South B.V and (4) the Council and (5) Barclays Bank PLC pursuant to section 106 of the 1990 Act;

2019 Agreement means the deed of agreement dated 6 December 2019 made between (1) the Owner and (2) the Council pursuant to section 106 of the 1990 Act;

Access means the provision of vehicular and pedestrian access (whether on foot or otherwise) to and within the Affordable Housing Units, the Affordable Private Rent Units, the Family Leisure Facility and the Neighbourhood Police Office (as the case may be) together with all rights and easements over the Application Land as are necessary to facilitate the Practical Completion and Occupation of the Affordable Housing Units, the Affordable Private Rent Units, the Family Leisure Facility and the Neighbourhood Police Office (as the case may be) on the Application Land;

Affordable Housing means housing accommodation to be provided with some degree of financial subsidy enabling it to be delivered for sale or rent at a price or on rent terms which are lower than the prevailing open market for similar housing within Reading and to be managed and or owned by a Registered Provider or Housing Association, or in the case of a Build to Rent scheme under common management control along with the market rent Build to Rent homes, for the benefit of Eligible Persons;

Affordable Housing Bedroom Mix means, in respect of each Housing Plot, the pro-rata apportionment of the overall Bedroom Mix within that Housing Plot applied to the Affordable Housing Units and the Affordable Private Rent Units (as the case may be) within that Housing Plot;

Affordable Housing Contribution means an amount equal to fifty percent (50%) of the gross development value of the relevant Affordable Housing Units as Approved by the Council or as determined by an Expert pursuant to Clause 21 of this Agreement to be used by the Council (if received) towards the provision of Affordable Housing within the Borough;

Affordable Housing Employment Related Contribution means the sum of one million five hundred and fifteen thousand pounds (£1,515,000) Index Linked to be applied by the Council towards the provision of Affordable Housing within the Borough;

Affordable Housing Mix means a tenure mix providing:

(a) a minimum of seventy per cent (70%) of the Affordable Housing Units as Affordable Rent Units; and

(b) the remainder of the Affordable Housing Units (being a maximum of thirty per cent (30%)) as Intermediate Housing Units,

or such other tenure mix as may be agreed in writing by the Council;

Affordable Housing Off Site First Contribution means the sum of four million seven hundred and nineteen thousand one hundred and twenty pounds (£4,719,120) Index Linked to be used by the Council towards the provision of Affordable Housing within the Borough;

Affordable Housing Off Site Second Contribution means the sum of one million eight hundred and ninety nine thousand seven hundred and two pounds (£1,899,702) Index Linked to be used by the Council towards the provision of Affordable Housing within the Borough;

Affordable Housing Price means the price which an independent valuer (procured by the Owner at the Owner's expense and Approved by the Council) considers a Housing Association or Registered Provider will or is reasonably likely to pay to acquire the Affordable Housing Units and/or the Affordable Private Rent Units (as the case may be) on the terms and conditions set out in this Agreement;

Affordable Housing Units means, in respect of each General Housing Unit Plot, those units of Affordable Housing to be constructed in accordance with the Affordable Housing Mix;

Affordable Housing Valuation means, in respect of the relevant Affordable Housing Units, an independent valuation provided to the Council (procured by the Owner at its own expense) detailing the valuation of the relevant Affordable Housing Units for the purposes of determining the quantum of the Affordable Housing Contribution;

Affordable Private Rented Housing means Affordable Housing for rent as part of a Build to Rent scheme that is managed by the operator of the Build to Rent scheme and not separately by a Registered Provider;

Affordable Private Rent Management Strategy means, in respect of the Affordable Private Rent Units, a management strategy that includes the following:

(a) details of the individual weekly rent and service charge (noting that all rents shall be inclusive of Service Charges);

(b) management, maintenance and servicing agreements for the Affordable Private Rent Units/ Occupiers (e.g. on-site presence hours, bin disposal, visitor parking); and

(c) details as to how the Affordable Private Rent Units will be marketed to prospective tenants (for both first and subsequent lettings) and the different forms of media proposed to be used;

Affordable Private Rent Market Valuation means, in respect of a Build to Rent Plot (or any part of it) that ceases to be used as Build to Rent, an independent valuation provided to the Council (procured by the Owner at its own expense) detailing the valuation of the relevant Affordable Private Rent Units within that Build to Rent Plot for the purposes of determining the quantum of the Affordable Private Rent Payment;

Affordable Private Rent PC Notice means, in respect of each Build to Rent Plot, the written notification to be provided by the Owner to the Council that sets out the expected dates when:

(a) the Affordable Private Rent Units within that Build to Rent Plot will be available for Occupation; and

(b) a typical Affordable Private Rent Unit, a show apartment or the marketing suite will be available for viewings by prospective Occupiers;

Affordable Private Rent Payment means a sum equating to fifty percent (50%) of the aggregate gross development value of each Affordable Private Rent Unit that is subject to the Affordable Private Rent Market Valuation as Approved by the Council pursuant to Paragraph 26 of Schedule 6 or as determined by an Expert pursuant to Clause 21 to be used (if received) by the Council towards the provision of Affordable Housing in the Borough;

Affordable Private Rent Unit means a Build to Rent Unit that is let to an Eligible Tenant at an Affordable Rent;

Affordable Rent means the rent payable by a tenant (which includes any sum payable by way of Service Charge) which does not exceed the lower of:

(a) eighty percent (80%) of the Market Rent but is no less than fifty percent (50%) of the Market Rent; and

(b) the LHA rate published from time to time by the Valuation Office,

PROVIDED THAT where the LHA rate no longer exists at the time the Affordable Rent is being calculated the Affordable Rent shall be the lower of:

(a) eighty per cent (80%) (but shall be no less than fifty per cent (50%)) of the Market Rent; and

(b) the last published LHA rate as increased by an amount equivalent to any increase in the CPI from the date on which the LHA rate was last published to the date the Affordable Rent is calculated;

Affordable Rent Unit means a Housing Unit to be let to an Eligible Tenant at an Affordable Rent;

Agreement means this deed of agreement;

Application Land means the land shown edged red on Plan 1 which includes for the avoidance of doubt the North Site (192032), the North Site (201536) and the South Site;

Approval means the written approval on behalf of the Council from the Head of Planning Development and Regulatory Services to the Owner or such other officer of the Council who is from time to time responsible for dealing with and/or approving matters set out in this Agreement and **Approved** and **Approve** shall be construed accordingly;

Approved Construction ESP Monitoring Fee (South Site) means the sum of four hundred pounds (£400.00);

Approved Construction ESP (South Site) means the Construction ESP as Approved by the Council in respect of the South Site Development, a copy of

which can be found at Appendix G to this Agreement (as may be varied with the Approval of the Council);

Arcade means the area of land between Plot C and Plot G (as identified on Plan 3) as shown coloured peach on Plan 2 to be enclosed by a roof to be erected in accordance with the Third 2021 Permission and any related Reserved Matters Approval;

Bedroom Mix means the respective number of studio, one (1) bedroom, two (2) bedroom, three (3) bedroom and four + (4+) bedroom Housing Units within each Housing Plot;

Biscuit Tin means the existing building on the Application Land in the location shown shaded blue on Plan 9;

Biscuit Tin Replacement Unit means self-contained floorspace of no less than seventy square metres (70 sqm) Gross Internal Area to be provided at ground floor and/or lower ground floor level within a new building within Phase 3 in accordance with the Biscuit Tin Replacement Unit Specification;

Biscuit Tin Replacement Unit Specification means fitted out beyond Shell and Core to a specification that will allow for immediate Occupation including:

(a) secure entrance;

(b) kitchenette and WC facilities;

(c) floors (including finished floor coverings) and internal walls painted to an appropriate standard;

(c) secure storage facilities; and

(d) surface mounted heating and lighting installed and connected;

Biscuit Tin Replacement Unit Transfer means, in respect of the Biscuit Tin Replacement Unit, the grant of a lease to the Council on the following terms:

(a) for a term of fifteen (15) years;

(b) at a peppercorn rent;

(c) the Biscuit Tin Replacement Unit shall only be used for Community Purposes; and

(d) the Owner shall be responsible for structural repairs but not any internal repairs or maintenance (except for any defects relating to and/or arising out of any fitting out works carried out by or on behalf of the Owner);

Borough means the borough of Reading;

Building means a building (including any part of it) that is constructed (or to be constructed) as part of the Development on the Application Land and **Buildings** shall be construed accordingly;

Build to Rent has the meaning given to it in Annex 2 of the National Planning Policy Framework (February 2019);

Build to Rent Clawback Contribution means the sum that is payable in accordance with the following formula:

X = Build to Rent Clawback Contribution

where

X = (D - E) x thirty percent (30%)

D = the Market Value of the relevant Market Rent Unit(s) to be valued on the assumption that each such Market Rent Unit is to be sold free of the restrictions in this Agreement

E = the Build to Rent Clawback Valuation for the relevant Market Rent Unit(s) as Approved by the Council;

Build to Rent Clawback Disposal means

(a) the freehold sale of one (1) or more Market Rent Unit; or

(b) the grant or assignment of a leasehold interest in one (1) or more Market Rent Unit,

during the Build to Rent Covenant Period PROVIDED THAT, for the avoidance of any doubt, this excludes:

(a) the grant of an assured shorthold tenancy agreement or the short-term letting of any individual Market Rent Unit in accordance with the requirements of Paragraph 24 of Schedule 6 and Paragraph 3 of Schedule 7 (as applicable); and

(b) the letting of multiple Market Rent Units to a corporate entity for residential use (Use Class C3) by employees of that entity for a period of up to ten (10) years but subject always to the requirements of Paragraph 24 of Schedule 6 and Paragraph 3 of Schedule 7 (as applicable); and

(c) any freehold sale or grant or assignment of a long leasehold interest in all of the Market Rent Units in a Building to a Build to Rent operator or investor for Build to Rent purposes;

Build to Rent Clawback Valuation means an independent valuation provided to the Council (procured by the Owner at its own expense) detailing the valuation of each Market Rent Unit(s) that is subject to a Build to Rent Clawback Disposal and on the basis of the restrictions set out in this Agreement;

Build to Rent Covenant Period means the period of twenty (20) years from the date when:

(a) the Market Rent Units on the South Site; or

(b) the Market Rent Units within each Build to Rent Plot on the North Site (192032),

(as the case may be) have been Practically Completed;

Build to Rent Plot means a Plot within the North Site (192032) within which it is proposed to construct Build to Rent Units;

Build to Rent Unit means a Housing Unit forming part of a Building that is managed by the operator of a Build to Rent scheme;

Car Club means a car sharing scheme operated by a company community group or not-for-profit organisation that is accredited by Carplus (or an equivalent accredited body as may be Approved by the Council) which occupants of the Development and members of the public may join and which makes cars available to hire for members;

Car Club Cars means vehicles operated by the Car Club;

Car Club Strategy (South Site) means a strategy setting out:

(a) the number and location of parking spaces within the South Site which shall be allocated for use by the Car Club;

(b) the proposed timescales/phasing for delivery of the Car Club spaces in the South Site;

(c) the proposed details of the operator of the Car Club;

(d) the details of how the Car Club will be marketed to Occupiers of the Housing Units on the South Site; and

(e) the details of the number, location and timescales for delivery of the rapid electrical charging facilities in the South Site for use in connection with the Car Club;

Car Club Strategy (North Site) means a strategy setting out:

(a) the number and location of a minimum of two (2) parking spaces within the North Site (192032) which shall be allocated for use by the Car Club PROVIDED THAT for the avoidance of doubt these spaces may either be located within the North Site (192032) or, subject to the Approval of the Council, on-street;

(b) the proposed timescales/phasing for delivery of the Car Club spaces in the North Site (192032);

(c) the proposed details of the operator of the Car Club;

(d) the details of how the Car Club will be marketed to Occupiers of the Housing Units within the North Site (192032) and members of the public; and

(e) the details of the number, location and timescales for delivery of the rapid electrical charging facilities in the North Site (192032) for use in connection with the Car Club;

Car Parking Management Strategy means a written strategy document setting out:

(a) the number and location of parking spaces within the North Site which shall be allocated for use by non-occupiers of the Development or visitors to the Development;

(b) the proposed timescales/phasing for delivery of such spaces;

(c) the proposed details of who is responsible for the management of such spaces; and

(d) the details of how the management of such spaces will be operated to include penalties or consequences for failing to operate within the

requirements set out in the strategy document for those spaces and how information detailing the strategy will be provided to Occupiers of the Housing Units members of the public any non-occupiers or visitors;

Carplus means the national charity promoting responsible car use and which operates an accreditation scheme for Car Clubs;

CCTV Scheme means a scheme for the provision of closed-circuit television installed and operated at the Owner's own reasonable cost and expense that:

(a) accords with the reasonable requirements of the Council and Thames Valley Police for such a system;

(b) is compatible with the CCTV system used by Thames Valley Police and the Council;

(c) is linked into the CCTV system operating in the central area of Reading;

(d) provides for connection to and control by the Council's town centre CCTV system (which itself is controllable by the Council and Thames Valley Police); and

(e) ensures that, once installed and operational, the CCTV system is retained and maintained in proper working order in accordance with the details that are Approved by the Council;

Central Square means a pedestrianised area of Public Realm, as shown coloured peach on Plan 3, to be constructed between Plot D and Plot G (as identified on Plan 3) for use by the public and occupiers and visitors to the Third 2021 Development;

CIL Regulations means the Community Infrastructure Levy Regulations 2010 (as amended);

Commencement means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act but (for the purposes of this Agreement only) not including any works of site clearance, temporary landscaping, ground investigation, site survey works, construction of boundary fencing or hauling, decontamination, soil investigation and archaeological testing and **Commence** and **Commenced** shall be construed accordingly;

Commencement Date means the date of Commencement of the Development (or any part of it including, for the avoidance of any doubt, any Phase and/or Plot);

Commencement Notice means a written notice to be served by the Owner upon the Council stating the proposed date of Commencement of a Phase or Plot (as the case may be);

Communal Facilities means the communal amenity facilities to be provided for residents of Plot E and Plot F (as shown on Plan 3 and Plan 12 (as the case may be)) in the areas shown edged red on each of Plan 4A, Plan 4B and Plan 4C which may include but are not limited to: a resident's gym; a resident's lounge; a media room; a co-working facility; a dining room; and a games room;

Communal Facilities (Build to Rent) means the communal amenity facilities to be provided for residents of the Build to Rent Units in the areas identified on a plan to be Approved by the Council that may include (without

limitation): a resident's gym; a resident's lounge; a media room; a co-working facility; a dining room; and a games room;

Community Purposes means use by the public for community purposes including use by individuals, community groups, school groups and/or local businesses that are based in the Borough (which are not Occupiers of the Development) or such other community purpose as may be Approved by the Council;

Commuted Leisure Contribution means the sum Index Linked that is payable in accordance with the following formula:

X = Commuted Leisure Contribution

where

X = £1,000,000 – (F x £454.55)

F = the total Gross Internal Floor Space (measured in square metres) of Class E(d) and/or Class F2 (b) (d) and/or theatre and/or cinema and/or concert hall use that has been Practically Completed and/or is under construction and/or is to be provided pursuant to and in accordance with the Reserved Matters Approvals in respect of the Second 2021 Development and the Third 2021 Development PROVIDED THAT for the avoidance of doubt if F is 2,200 (or higher) then no Commuted Leisure Contribution shall be payable

to be used (if received) as a contribution towards general leisure provision within the Borough;

Construction ESP means an ESP in respect of construction of each Plot of the Second 2021 Development and the Third 2021 Development (as the case may be);

Construction ESP (Phase 2) means the ESP to be Approved by the Council in respect of Phase 2 which incorporates the Employment and Skills Measures and accords with the construction phase provisions of the Employment Skills and Training SPD;

Construction ESP (Phase 3) means the ESP to be approved by the Council for each Plot within Phase 3 which incorporates the Employment and Skills Measures and accords with the construction phase provisions of the Employment Skills and Training SPD;

Construction ESP (Phase 2) Contribution means a commuted sum of one hundred and four thousand and six hundred and twenty eight pounds (£104,628) Index Linked to be paid to the Council and applied by its Partner Organisation towards the Employment and Skills Measures insofar as they relate to the construction of Phase 2;

Construction ESP (Phase 3) Contribution means, in respect of each Plot within Phase 3, a commuted sum Index Linked calculated using the following formula as set out in the Employment Skills and Training SPD:

£2,500 x Gross Internal Area of the relevant Plot within Phase 3 (m2)/1000m2

to be paid to the Council and applied by its Partner Organisation towards the Employment and Skills Measures insofar as they relate to the construction of each Plot within Phase 3;

Contribution means each and every financial contribution that is payable by the Owner to the Council in accordance with this Agreement;

CPI means the consumer price index published from time to time by the Office of National Statistics or, if it ceases to be published, the equivalent replacement index;

Customer(s) means any person(s) staying in a Guest Room(s) from time to time (including his/her guests and visitors);

Cycleway Final Scheme means all works to the public highways known as Greyfriars Road, Garrard Street, Station Hill, Friar Street and West Street and parts of the North Site (192032) in accordance with drawing number 44470-5502-TA-02c and the works and costings schedule set out in the Cast Consultancy Document dated 15 December 2020, a copy of which is attached at Appendix D;

Cycleway Interim Scheme means all works to the public highways known as Greyfriars Road, Garrard Street, Station Hill, Friar Street and West Street and parts of the North Site (192032) in accordance with drawing 44470-5502-TA-01c and the works and costings schedule set out in the Cast Consultancy Document dated 15 December 2020, a copy of which is at Appendix D;

Decentralised Energy System means a decentralised energy system to be provided including full details of the specification and timetable for implementation in accordance with the Energy Strategy and includes details of provision for future connections to a District Heating Network(s) within and beyond the boundary of the First 2021 Development;

Decentralised Energy Export means that all the heat or energy coming from the energy system implemented in Phase 2 that is not used within Phase 2 shall be exported for use within Phase 3;

Development means (as the context permits) each of the First 2021 Development, the Second 2021 Development and the Third 2021 Development (and any part of each of them including, for the avoidance of any doubt, any Plot and/or Phase);

District Heating Network means a network of insulated heating pipes, connectors and associated plant and equipment that is designed to distribute heating energy to a geographic area from central sources of production, with the capability of supplying some or all of the heat demand of the First 2021 Development;

Effective Date means the date of this Agreement;

Eligible Person means a person or households in housing need and/or unable to afford housing on the open market at prevailing open market values including those on incomes which are insufficient to enable them to afford housing on the open market;

Eligible Tenant means a person who satisfies the following criteria:

(a) he/she can afford the rents proposed (affordability to include money provided through the benefits system);

(b) he/she has an appropriate household size for the available Affordable Private Rent Unit or Plot E Affordable Housing Unit (as applicable);

(c) suitable references (which, for the avoidance of doubt in the case of first-time tenants, may include suitable character references not relating to rental of property) have been provided by the Eligible Tenant and suitable credit checks have been obtained in respect of the Eligible Tenant by the Owner's representative;

(d) he/she has no rent arrears or history of rent arrears;

(e) he/she has no history of having been convicted of an offence under the Anti-social Behaviour, Crime and Policing Act 2014 within the period of five (5) years preceding the date of his/her proposed tenancy of the Affordable Private Rent Unit or Plot E Affordable Housing Unit (as applicable);

(f) he/she undertakes a satisfactory face-to-face interview with the Owner's representative in which he/she demonstrates an understanding of his/her responsibilities under the terms of their tenancy agreement and all subsequent contractual obligations;

Employment and Skills Measures means a reasonable range of employment skills and training measures to be developed by the Council and the Council's Partner Organisation to mitigate the impacts of the First 2021 Development by ensuring that Local Labour have better access to employment opportunities available at the construction and end user stages of the First 2021 Development in accordance with the Employment Skills and Training SPD;

Employment Skills and Training SPD means the Employment Skills and Training Supplementary Planning Document as adopted by the Council on 15 April 2013;

End User ESP means an ESP in respect of the Occupation by the Owner or a Non-Residential Lessee of Non-Residential Floorspace comprised in the relevant Phase or Plot of the Second 2021 Development and the Third 2021 Development;

End User means an Occupier of the Development;

End User ESP (Phase 2) means the ESP to be Approved by the Council in respect of the Occupation of Phase 2 which incorporates the Employment and Skills Measures and accords with the end-user phase provisions of the Employment Skills and Training SPD;

End User ESP (Phase 2) Contribution means a commuted sum Index Linked calculated using the following formula in the Employment Skills and Training SPD:

> Gross Internal Area of relevant Non-Residential Floorspace (m2) / average employee density for development type x target percentage of jobs filled by Reading residents (50%) x percentage without level 2 skills (30%) x one thousand five hundred pounds (£1,500),

to be paid to the Council and applied by its Partner Organisation towards the Employment and Skills Measures insofar as they relate to the Occupation of Phase 2 by an End User(s) PROVIDED THAT for the avoidance of any doubt any predicted employee numbers used in the calculation of the End User ESP (Phase 2) Contribution shall include those involved in the day to day operation of all office floorspace;

End User ESP (Phase 3) means the ESP to be Approved by the Council in respect of each Plot within Phase 3 which incorporates the Employment and Skills Measures and accords with the end-user phase provisions of the Employment Skills and Training SPD;

End User ESP (Phase 3) Contribution means, in respect of each Plot within Phase 3, a commuted sum Index Linked calculated using the following formula in the Employment Skills and Training SPD:

> Gross Internal Area of relevant Non-Residential Floorspace (m2) / average employee density for development type x target percentage of jobs filled by Reading residents (50%) x percentage without level 2 skills (30%) x one thousand five hundred pounds (£1,500),

to be paid to the Council and applied by its Partner Organisation towards the Employment and Skills Measures insofar as they relate to the Occupation of the relevant Plot within Phase 3 by an End User(s) PROVIDED THAT for the avoidance of any doubt any predicted employee numbers used in the calculation of the End User ESP (Phase 3) Contribution shall include those involved in the day to day operation of all office floorspace and the Hotel;

Energy Strategy means the Station Hill North Reading Energy Strategy dated December 2019 as prepared by Hoare Lea;

ESP means an employment and skills plan that:

(a) identifies and promotes in collaboration with the Partner Organisation (or any other organisation as the Council may nominate) employment opportunities generated in relation to:

  (i) the construction of the relevant Phase/Plot of the Development; or

  (ii) the subsequent Occupation by the Owner or the relevant Non-Residential Lessee of the relevant Non-Residential Floorspace comprised in the relevant Phase/Plot of the Development;

(b) targets Local Labour in relation to:

  (i) in the case of any Construction ESP and/or Construction ESP (Phase 2) and/or Construction ESP (Phase 3) (as the case may be), the construction of the relevant Phase/Plot of the Development; or

  (ii) in the case of any End User ESP and/or End User (Phase 2) and/or End User (Phase 3) (as the case may be), the subsequent Occupation by End Users of the relevant Non-Residential Floorspace comprised in the relevant Phase/Plot of the Development;

(c) identifies the means of, and the timetable, for implementing and/or seeking to achieve the identified objectives of the relevant ESP; and

(d) establishes the reporting mechanisms on the progress in implementing and/or achieving the objectives of the relevant ESP PROVIDED THAT reports must be submitted to the Council on no less than a six (6) monthly basis;

ESP Construction Contribution means in respect of each Phase within the North Site (201536), a commuted sum Index Linked calculated using the following formula as set out in the Employment Skills and Training SPD:

two thousand five hundred pounds (£2,500) x Gross Internal Area of the Buildings within the Phase (m2)/1000m2

ESP End User Contribution means a commuted sum Index Linked calculated using the following formula as set out in the Employment Skills and Training SPD:

Gross Internal Area of relevant Non-Residential Floorspace (m2) / average employee density for development type x target percentage of jobs filled by Reading residents (50%) x percentage without level 2 skills (30%) x one thousand five hundred pounds (£1,500);

ESP Monitoring Fees means:

(a) the sum of twenty five pounds (£25.00) for each agreed Training Output in respect of any Construction ESP that is Approved by the Council, to be used by the Council towards the monitoring and co-ordinating of that Construction ESP; and

(b) the sum of fifteen pounds (£15.00) for each agreed Training Output in respect of any End User ESP that is Approved by the Council, to be used by the Council towards the monitoring and co-ordinating of that End User ESP;

Existing Car Park means the car park situated at the date of this Agreement on Plot G;

Existing Car Park Works means the works to refurbish the Existing Car Park pursuant to the Third 2021 Permission and any related Reserved Matters Approval in order to provide a minimum of five hundred and fifty (550) and a maximum of nine hundred (900) car parking spaces;

Family Leisure Facility means that part of the lower ground floor and ground floor (as shown edged in red on Plan 11A) and any intermediate mezzanine floor (as shown edged in red on Plan 11B) of the Building to be constructed on Plot F (as shown on Plan 3), together with amenities and/or rights to use that Building (whether or not in common with others) in accordance with the Third 2021 Permission and any related Reserved Matters Approval;

First 2016 Development means mixed use redevelopment of Plot E of the Station Hill site and neighbouring Telecom House site (48-51 Friar Street and 4-20 Garrard Street) to comprise the demolition of existing buildings and erection of new buildings/structures to provide residential units, a range of town centre uses including retail and related uses (Use Class A1-A5), associated infrastructure, public realm works and ancillary development;

First 2016 Permission means the planning permission (with planning application reference number 151426) for the First 2016 Development;

First 2019 Development means mixed use redevelopment of the site through the demolition and alteration of existing buildings and erection of new buildings and structures to provide offices (Use Class B1), a range of town centre uses including retail and related uses (Use Class A1-A5), leisure (Use Class D2) and residential units (Use Class C3), associated infrastructure, public realm works and ancillary development (all matters reserved) as permitted by the Second 2016 Permission but without complying with conditions 3, 5, 7, 8, 17,19, 54 and 57 in respect of Plot F;

First 2019 Permission means the planning permission (reference number 190441) for the First 2019 Development;

First 2021 Development means the development as set out in Schedule 2;

First 2021 Permission means planning permission (reference number 192032) for the First 2021 Development, a draft of which is at Appendix A;

First Monitoring Contribution means the sum of twenty one thousand five hundred pounds (£21,500.00) as a contribution towards the Monitoring Officer's costs of monitoring the provisions of this Agreement;

Framework Travel Plan means the framework travel plan dated March 2013, as prepared by Peter Brett Associates, a copy of which can be found at Appendix E to this Agreement;

Framework Travel Plan (192032) means the framework travel plan dated December 2019, as prepared by Stantec, a copy of which can be found at Appendix F to this Agreement;

Garrard Street Bridge Works means the works involved to provide a bridge oversailing Garrard Street and to include the proposed public steps down to Garrard Street all within the area edged in purple on Plan 13A and in accordance with the drawings approved pursuant to the First 2021 Permission;

Garrard Street Podium Works means that the proposed podium deck to be provided pursuant to the First 2021 Permission within the area shown edged in blue on Plan 13A has progressed to ground floor podium deck level on Phase 2, all as shown on Plan 13B but for the avoidance of doubt shall not include any landscaping or installation of public art features;

Garrard Street Steps Works means the works involved to provide steps down from Friars Walk public realm within Plot E to Garrard Street within the area as shown edged in purple on Plan 20 and in accordance with the drawings approved pursuant to the Second 2021 Permission

General Housing Unit means a Housing Unit within the North Site (192032) that is not a Build to Rent Unit;

General Housing Unit Plot means a Plot within the North Site (192032) within which it is proposed to construct General Housing Units;

Gross External Floor Space means in relation to any stipulated area of gross external floorspace of any Building comprised in the Development that area's gross external area measured in accordance with the definition of

'gross external area' in the Code of Measuring Practice (Sixth Edition) published by the Royal Institution of Chartered Surveyors and the Incorporated Society of Valuers and Auctioneers;

Gross Internal Area means in relation to any stipulated area of/within any Building comprised in the Development that area's gross internal area measured in accordance with the definition of 'gross internal area' in the Code of Measuring Practice (Sixth Edition) published by the Royal Institution of Chartered Surveyors and the Incorporated Society of Valuers and Auctioneers;

Guarantee of Origin means a certificate issued by the Gas and Electricity Markets Authority or by any other competent body that is recognised by that Authority under the Electricity (Guarantees of Origin of Electricity Produced from Renewable Energy Sources) Regulations 2003 to the effect that the source electricity is a Renewable Energy Source;

Guest Room(s) means any bedroom(s) in the Hotel;

Head of Planning Development and Regulatory Services means the Council's Head of Planning Development and Regulatory Services for the time being or such other officer as the Council may from time to time designate;

Highway Agreement means an agreement entered into pursuant to all powers enabling and in particular pursuant to any one or more of Sections 38, 72, 184 and 278 of the 1980 Act to provide for and regulate the carrying out of the Highway Works and the agreement shall include but not be limited to:

(a) the securing of a bond (or provision of alternative security) to ensure that third party funds are available to complete the Highway Works to the reasonable satisfaction of the Council;

(b) the payment of the Council's reasonable and proper works inspection fees, maintenance fees, special orders fees, supervision fees and any other such fees as the Council shall reasonably require to the extent the same relate to the Highway Works;

(c) the payment of any commuted sums reasonably required in respect of the cost to the Council of maintaining the Highway Works;

(d) payment of the Council's reasonable and proper legal and other fees associated with the drafting negotiating and completion of the Highway Agreement;

(e) the preparation and advance approval of works drawings and traffic management measures in respect of the Highway Works;

(f) the certification and maintenance of the Highway Works;

(g) the regulating of the issue of the appropriate works and access licence to enable the Highway Works to be carried out by or on behalf of the Owner;

(h) the securing of a bond (or provision of alternative security including for

the avoidance of doubt an indemnity) relating to both Land Compensation Act 1973 matters and Noise Insulation Regulations 1975 as amended by the Noise Insulation (Amendment) Regulations 1988 (S11988/2000) matters in respect of the Highway Works and any other indemnity and bonds for liability issues related to the Highway Works as the Council shall reasonably require;

(i) clauses dealing with (if relevant) dedication as highway of any land the subject of the Highway Works which is not already highway and the adoption of the highway by the Council; and

(j) the standards, procedures and timings for carrying out the Highway Works;

Highway Works means each of the Highway Works (North Site), the Highway Works (South Site), the Highway Works (Phase 2) and the Highway Works (Phase 3) (as the context permits);

Highway Works (Phase 2) means the following highway improvement works as shown on Plan 17 which for the avoidance of doubt shall include the Cycleway Interim Scheme;

(a) removal of centreline and addition of advisory cycle lanes on either side of Greyfriars Road;

(b) removal of on-street parking bays on east side of Greyfriars Road between Garrard Street and Vachel Road;

(c) removal of speed humps north of Sackville Street;

(d) provision of priority (northbound) shuttle working islands north of Sackville Street;

(e) provision of new cycle advance stopline areas at junction of West Street and Friar Street;

(f) removal of taxi waiting areas on Garrard Street (subject to such other Statutory Consents as may be required);

(g) reduction in on-street parking on Garrard Street (east end);

(h) provision of temporary footpath on north side of Garrard Street;

(i) provision of cycle route signing and lining along Garrard Street;

(j) construction of access point to development car park on Garrard Street with raised crossing;

(k) construction of disabled/drop-off bay on north side of Garrard Street;

(l) alterations to kerbline at service yard access;

(m) provision of dropped kerb / tactile paving at pedestrian crossing point;

(n) new give way markings at Garrard Street / Station Road junction;

(o) shared footway/cycleway markings between station underpass and Greyfriars Road;

(p) alterations to southwest interchange to provide additional taxi storage, reconfigured drop-off area and relocated shelter;

(q) reinstatement of all existing surface materials and new replacement as necessary;

(r) provision of street lighting;

(s) pocket park creation and landscaping/surface finishes;

(t) removal of the existing terrace steps and partial removal of RBC suspended steps;

(u) installation of two (2) new sets of steps and 'making good' to the remaining RBC suspended steps in front of Reading Station;

(v) adjustment to street furniture to suit revised layout;

(w) alterations to the existing surface water network to suit revised proposals;

Highway Works (Phase 3) means the following highway improvement works as shown on Plan 18 and which for the avoidance of doubt shall include the Cycleway Final Scheme:

(a) provision of loading bay on east side of Greyfriars Road between Tudor Road and Garrard Street;

(b) kerb line alterations to Greyfriars Road junction with Tudor Road;

(c) provision of dropped kerbs and tactile paving at crossing point and entry to cycle lane;

(d) construction of access point to development car park on Greyfriars Road with raised crossing;

(e) landscaping along east side of Greyfriars Road between Tudor Road and Garrard Street;

(f) provision of raised crossing on Garrard Street at junction with Greyfriars Road;

(g) provision of new parking and loading bays (to include taxi waiting areas as required) on north side of Garrard Street between Greyfriars Road and site entrance;

(h) provision of shared cycle/footway along Greyfriars Road between Tudor Road and Garrard Street;

(i) proposed new footway along the façade on Garrard Street;

(j) amendments to road markings and alterations to street furniture to suit revised layout;

Highway Works (North Site) means the following highway improvement works to be delivered in connection with the North Site (201536) within the area shown for indicative purposes only shaded peach on Plan 10:

(a) works at the interface between the Third 2021 Development and highway along the boundary of Station Hill and Station Square;

(b) footway upgrade along Greyfriars Road;

(c) upgrade to the north side of Garrard Street to include new footway, new kerbs and carriageways and resurfacing where necessary;

(d) creation of a pedestrian crossing on Garrard Street to link the North Site and South Site; and

(e) alterations to the Existing Car Park access and egress on Garrard Street;

Highway Works (South Site) means the following highway improvement works to be delivered in connection with the South Site in the area shown for indicative purposes shaded peach on Plan 8A:

(a) works on Friar Street (as shown for indicative purposes only on Plan 8B):

(i) installation of new planters;

(ii) installation of new cycle stands;

(iii) relocation of pedestrian crossing;

(iv) street furniture relocation including bollards free standing cash machine and lamp column;

(v) removal and replacement of road markings and associated signage; and

(b) works on Garrard Street (as shown for indicative purposes only on Plan 8C):

(i) alterations to existing vehicular access points and creation of new vehicular access points;

(ii) new footway surfacing on the south side of Garrard Street; and

(iii) removal of road markings and signage and installation of new road markings and signage associated with taxi waiting, on-street parking and loading bay;

Homes England means Homes England (including any successor organisation);

Hotel means the hotel that forms part of the First 2021 Development for use within Class C1 and no other use or purpose including any other purpose in the same Use Class of the Schedule to the UCO;

Hotel Scheme means, in respect of the Hotel, a scheme that includes the following details:

(a) the number and layout of the bedrooms in the Hotel;

(b) the number of bedrooms which are wheelchair accessible which (unless otherwise agreed in writing by the Council) shall be no less than five percent (5%) of the total number of bedrooms in the Hotel; and

(c) the layout of the ancillary functions and the public areas in the Hotel;

Housing Association means a housing association within the meaning of Section 1 of the Housing Associations Act 1985;

Housing Unit means any residential dwelling in the Development (and **Housing Units** shall be construed accordingly);

Housing Plot means a General Housing Unit Plot and a Build to Rent Plot within the North Site (192032);

Index means the Retail Price Index issued by the Office for National Statistics (including any index that replaces it from time to time);

Index Linked means that the amount of each Contribution payable under this Agreement and any other sum referred to in this Agreement shall be increased by an amount equivalent to the increase in the Index from the Index Start Date until the date on which that Contribution or sum is payable or triggered as set out in this Agreement;

Index Start Date shall have the meaning as set out in Clause 16;

Interface Area means the area of land shown coloured peach on Plan 7;

Interface Works means in respect of the Interface Area the laying of paving and other surface works which correspond with those that are in the existing public highway in Station Hill;

Intermediate Housing Unit means:

(a) a Shared Ownership Unit; or

(b) a Housing Unit to be provided as such other form of intermediate housing provided for sale or rent at levels above social rent but below market levels as may be agreed between the Owner and the Council;

LHA means the local housing allowance published by the Valuation Office Agency from time to time;

Lift means the proposed lift between Garrard Street and Friars Walk as shown edged in green on Plan 15;

Local Labour means local workers living within the boroughs of Reading Wokingham and Bracknell;

Marketing means advertisement of and promotion of (where the context so admits):

(a) land comprised in the Application Land; and/or

(b) Buildings or parts of Buildings comprised in the Development in such locations and at such a price as would be appropriate and consistent with open market value and otherwise suitably exposed to the market to ensure that the potential occupiers/purchasers could be reasonably expected to be aware of the opportunity

and **Market** shall be construed accordingly;

Marketing Period means the marketing period for the Affordable Private Rent Units and Plot E Affordable Housing Units which shall be no less than two (2) months in duration;

Market Housing Units means a Housing Unit that is not a Build to Rent Unit or an Affordable Housing Unit;

Market Rent means the estimated amount for which under the terms of this Agreement a property should lease (let) (unconditionally for cash consideration) by private treaty on the date of valuation between a willing lessor and a willing lessee in an arm's-length transaction (after proper Marketing) in which the parties had each acted knowledgeably prudently in full knowledge of this Agreement and without compulsion on the following principal lease terms:

(a) with vacant possession;

(b) free from encumbrances;

(c) 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;

(d) that no account is taken of any additional bid by a prospective purchaser with a special interest;

Market Rent Units means a Build to Rent Unit that is not an Affordable Private Rent Unit or an Affordable Rent Unit;

Market Value means the estimated amount for which an interest in real property should be leased or sold (as the case may be) on the valuation date:

(a) between a willing lessor/seller and a willing lessee/buyer on appropriate terms in an arm's length transaction;

(b) after proper marketing for a reasonable period; and

(c) where the parties had each acted knowledgeably, prudently and without compulsion;

Monitoring Officer means the Council's Monitoring Officer (within the Council's Directorate of Economic Growth and Neighbourhood Services) (or any Directorate replacing it) as designated by the Council to monitor the obligations set out in this Agreement;

Neighbourhood Police Office means part of the ground floor of a Building having a Gross Internal Area of not less than twenty (20) square metres and not more than twenty five (25) square metres capable of accommodating a neighbourhood police office to be constructed (at the Owner's cost) as part of the Third 2021 Development together with the appropriate Access, Services, connections to Service Media and/or rights to use them (whether or not in common with others);

Neighbourhood Police Office Principal Lease Terms and Conditions means the following principal terms and conditions on which the Neighbourhood Police Office shall be let to Thames Valley Police:

(a) a term of at least twenty five (25) years with vacant possession;

(b) free from incumbrances;

(c) with full and free Access;

(d) with full and free Services and connections to Service Media PROVIDED THAT the tenant shall be liable for the cost of supply of any Services;

(e) without payment of any premium by a willing lessee;

(f) at a nil rent and no Services Charges;

(g) terms as to internal maintenance and decoration consistent with the function of a neighbourhood police office;

Non-Residential Floorspace means any floorspace comprised in the Development that is not residential floorspace or ancillary to such residential floorspace;

Non-Residential Lease means any occupational lease granted by the Owner to a Non-Residential Lessee in respect of any Non-Residential Floorspace;

Non-Residential Lessee means any lessee of a Non-Residential Lease who is to Occupy the relevant Non-Residential Floorspace pursuant to that Non-Residential Lease;

North Site (192032) means that part of the Application Land shown edged in red on Plan 6;

North Site (201536) means that part of the Application Land shown edged in green and labelled 'North Site' on Plan 5;

North Site (201536) Development means that part of the Third 2021 Development to be carried out on the North Site (201536);

North Site Lift means each of the North Site Lift (Phase 2) and the North Site Lift (Phase 3);

North Site Lift (Phase 2) means the proposed lift between Phase 2 and Station Hill as shown edged in green on Plan 13A;

North Site Lift (Phase 3) means the proposed lift between the Public Realm Areas identified on the Public Realm Areas Phase 3 Plan and Greyfriars Road the exact location of which shall be determined by a Reserved Matters Approval but in the vicinity of the location shown edged in green on Plan 14;

North Site Obligations (192032) means each and every one of the obligations, restrictions and covenants on the part of the Owner to be carried out in respect of the North Site (192032) (and each and every part of it) as set out in Schedule 6 to this Agreement;

North Site Obligations (201536) means each and every one of the obligations, restrictions and covenants on the part of the Owner to be carried out in respect of the North Site (201536) (and each and every part of it) as set out in Schedule 8 to this Agreement;

Observatory means an area of Shared Building Amenity Space located on an upper floor (not being the ground floor or the first floor) of a Building in either Phase 2 or Phase 3 to be available for Community Purposes not less than thirty (35) days in each calendar year;

Observatory Building means the Building in which the Observatory is provided;

Observatory Booking Scheme means, in respect of the Observatory, a booking scheme that includes the following information:

(a) details of how to book the Observatory;

(b) the proposed start date of the scheme;

(c) the proposed hours of operation of the Observatory;

(d) the proposed use(s) of the Observatory;

(e) details of the proposed operator of the scheme;

(f) details of how the scheme will be marketed to Occupiers of the First 2021 Development and members of the public;

(d) the mechanism for changing the operator of the scheme if the original operator is no longer able to operate the scheme; and

(g) the proposed frequency of reporting to the Council details of the use and operation of the scheme throughout the life of the First 2021 Development;

Occupation means (as the context permits) beneficial occupation for the purposes permitted by the First 2021 Permission, the Second 2021 Permission and/or the Third 2021 Permission of any Building (or part of a Building) constructed on any Plot (including the refurbished Existing Car Park on Plot G) within the Development PROVIDED THAT, for the avoidance of any doubt, occupation for the purposes of construction, fitting out and marketing shall not constitute Occupation (and **Occupy**, **Occupied** and **Occupier** shall be construed accordingly);

Open Space (Office Related) Contribution means the aggregate sum Index Linked calculated by multiplying the sum of one pound ninety nine pence (£1.99) by the total Gross External Floor Space of office floor space in square metres of each Building erected on each of Plot A, Plot B, Plot C and Plot D subject to a maximum contribution of two hundred and forty two thousand two hundred and five pounds (£242,205) to be used towards the provision of and/or improvements to leisure and open space infrastructure at Forbury Gardens and/or the Abbey Quarter;

Open Space (Residential Related) Contribution means the sum of two hundred and eighty three thousand pounds (£283,000) Index Linked to be used by the Council towards the provision of and/or improvements to local parks within Abbey Ward;

Party means each party to this Agreement and its respective successors and those deriving title under it (and **Parties** shall be construed accordingly);

Partner Organisation means the economic development company Reading UK CIC (Co. Registration No. 5671172) mandated by the Council and the Reading 2021 Local Strategic Partnership to lead on economic development (Memorandum of Understanding dated 5 February 2008) whose registered office is at 5th Floor, Thames Tower, Station Road, Reading, Berkshire, England, RG1 1LX or any successor or similar organisation or organisations having similar objectives to Reading UK CIC and nominated by the Council

in writing to the Owner (or nominated in writing by the Owner to the Council and approved in writing by the Council) from time to time as the partner organisation for the purposes of an Approved ESP;

Phase 2 means that part of the First 2021 Development known as 'Phase 2' and shown hatched in green on Plan 6;

Phase 3 means that part of the First 2021 Development known as 'Phase 3' and shown hatched in blue on Plan 6;

Plan means a plan appended to this Agreement at Schedule 4 and labelled 'Plan X';

Plot means unless otherwise stated in this Agreement:

(a) in respect of the Third 2021 Development, each of Plot A, Plot B, Plot C, Plot D, Plot F and/or Plot G as shown on Plan 3; and

(b) in respect of the First 2021 Development and the Second 2021 Development, each of Plot A, Plot B, Plot C, Plot D, Plot E and/or Plot G as shown on Plan 12;

Plot E Additional Affordable Housing Payment means a sum that equates to the cost to the Council of providing the equivalent of the Plot E Affordable Housing Units elsewhere in the Borough such sum to be agreed between the Owner and the Council (or determined by an Expert in accordance with Clause 21);

Plot E Affordable Housing Units means thirty (30) of the Housing Units comprising:

(a) twenty one (21) x two (2) bed units; and

(b) nine (9) x one (1) bed units,

to be constructed on Plot E and **Plot E Affordable Housing Unit** shall be construed accordingly;

Plot E Affordable Housing Management Strategy means, in respect of the Plot E Affordable Housing Units, a management strategy that includes the following:

(a) details of the individual weekly rent and Service Charge (noting that all rents are inclusive of Service Charges);

(b) management, maintenance and servicing agreements for the Plot E Affordable Housing Units/occupiers (e.g. on-site presence hours, bin disposal, visitor parking); and

(c) details as to how the Plot E Affordable Housing Units will be marketed to prospective tenants (for both first and subsequent lettings) and the different forms of media proposed to be used;

Plot E Affordable Housing Market Valuation means an independent valuation provided to the Council (procured by the Owner at its own expense) detailing the valuation of the Plot E Affordable Housing Units for the purposes of determining the quantum of the Plot E Additional Affordable Housing Payment;

Plot E Affordable Housing PC Notice means the written notification to be provided by the Owner to the Council that sets out the expected dates when the Plot E Affordable Housing Units will be available and either a typical Plot E Affordable Housing Unit, a show apartment or the marketing suite for will be available for viewings;

Practical Completion means complete in all material respects such that it is fit for its intended purpose and available for use and **Practically Completed** shall be construed accordingly;

Prescribed Period means the period commencing on the date of receipt by the Council of the relevant payment pursuant to and in accordance with this Agreement and expiring at the end of ten (10) full financial years (ending 31 March) following the financial year in which the payment is received by the Council;

Public Art and Cultural Strategy (Phase 2) means a scheme for the provision (at the Owner's cost) of public art, cultural and community benefits as part of Phase 2 at a total cost of not less than five hundred thousand pounds (£500,000) (exclusive of value added tax) Index Linked until the date on which the scheme is required to be submitted to the Council for Approval in accordance with this Agreement PROVIDED THAT:

(a) the scheme shall include a timetable for the provision of the proposed public art, cultural and community benefits including (without limitation) artistic lighting, landscaping, street furniture and children's play features integrated with and informed by local heritage assets including the Abbey Quarter;

(b) at least two hundred thousand pounds (£200,000) of the monies shall be used on providing sculptures within Phase 2; and

(c) a reasonable sum (but no more than ten percent (10%)) for design fees may be included in the overall cost of five hundred thousand pounds (£500,000.00);

Public Art and Cultural Strategy (Phase 2) Agreement Date means the date that is twelve (12) months after submission of the Public Art and Cultural Strategy (Phase 2) to the Council in accordance with this Agreement;

Public Art and Cultural Strategy (Phase 3) means a scheme for the provision (at the Owner's cost) of public art, cultural and community benefits as part of Phase 3 at a total cost of not less than five hundred thousand pounds (£500,000) (exclusive of value added tax) Index Linked until the date on which the scheme is required to be submitted to the Council for Approval in accordance with this Agreement PROVIDED THAT:

(a) the scheme shall include a timetable for the provision of the proposed public art, cultural and community benefits including (without limitation) artistic lighting, landscaping, street furniture and children's play features integrated with and informed by local heritage assets including the Abbey Quarter; and

(b) a reasonable sum (but no more than ten percent (10%)) for design fees may be included in the overall cost of five hundred thousand pounds (£500,000);

Public Art and Cultural Strategy (Phase 3) Agreement Date means the date that is twelve (12) months after submission of the Public Art and Cultural Strategy (Phase 3) to the Council in accordance with this Agreement;

Public Art and Cultural Default Contribution (Phase 2) means the sum of five hundred thousand pounds (£500,000) Index Linked until the date on which the sum is required to be paid pursuant to this Agreement that is payable by the Owner to the Council if the Public Art and Cultural Strategy (Phase 2) is not agreed and implemented pursuant to this Agreement to be used by the Council (or its agents) towards the provision of public art, cultural and community benefits within the vicinity of the Application Land including (without limitation) artistic lighting, landscaping, street furniture and children's play features integrated with and informed by local heritage assets including the Abbey Quarter within Abbey Ward;

Public Art and Cultural Default Contribution (Phase 3) means the sum of five hundred thousand pounds (£500,000) Index Linked until the date on which the sum is required to be paid pursuant to this Agreement that is payable by the Owner to the Council if the Public Art and Cultural Strategy (Phase 3) is not agreed and implemented pursuant to this Agreement to be used by the Council (or its agents) towards the provision of public art, cultural and community benefits within the vicinity of the Application Land including (without limitation) artistic lighting, landscaping, street furniture and children's play features integrated with and informed by local heritage assets including the Abbey Quarter within Abbey Ward;

Public Art Default Contribution (North Site) means the sum of one million two hundred and ninety thousand pounds (£1,290,000) Index Linked as a contribution towards the provision of public art on the North Site (201536) and/or such other location(s) within the Borough as may be Approved by the Council from time to time;

Public Art Default Contribution (South Site) means the sum of three hundred and twenty two thousand five hundred pounds (£322,500) Index Linked as a contribution towards the provision of public art on the South Site and/or such other location(s) within the Borough as may be Approved by the Council from time to time;

Public Art Scheme (South Site) means a scheme for the provision of works of art to be provided within the South Site in positions where they can be seen from a public vantage point to be provided at the Owner's cost and expense at a total cost of not less than three hundred and twenty two thousand five hundred pounds (£322,500) (exclusive of value added tax) Index Linked such scheme to include a timetable for the provision of the works of art PROVIDED THAT for the avoidance of any doubt: (i) a reasonable sum for design fees may be included in the overall cost as set out above; and (ii) the scheme may provide for some of the art to be on external walls of a Building(s) and as lighting installations provided they are in addition to lighting required for the proper functioning and floodlighting of that Building(s) and any related Public Realm Areas;

Public Art Scheme (North Site) means a scheme for the provision of works of art to be provided within the North Site (201536) in positions where they can be seen from a public vantage point to be provided at the Owner's cost and expense at a total cost of not less than one million two hundred and ninety thousand pounds (£1,290,000) exclusive of value added tax and Index

Linked such scheme to include a timetable for the provision of the works of art PROVIDED THAT for the avoidance of any doubt: (i) a reasonable sum for design fees may be included in the overall cost as set out above; and (ii) the scheme may provide for some of the art to be on external walls of a Building(s) and as lighting installations provided they are in addition to lighting required for the proper functioning and floodlighting of that Building(s) and any related Public Realm Areas;

Public Realm Areas means areas of public realm which, for the avoidance of doubt, do not include any public highway;

Public Realm Areas (North Site (201536)) means the Public Realm Areas in the North Site (201536) as shown shaded peach on Plan 15;

Public Realm Areas (South Site) means the Public Realm Areas in the South Site as shown shaded peach on Plan 15;

Public Realm Phase 2 Contribution means the sum of twenty thousand pounds (£20,000) Index Linked as a contribution towards the relocation and/or provision of interpretation and wayfinding signage required for improved interpretation of and enhanced accessibility to the Abbey Quarter;

Public Realm Phase 3 Contribution means the sum of twenty thousand pounds (£20,000) Index Linked as a contribution towards the relocation and/or provision of interpretation and wayfinding signage required for improved interpretation of and enhanced accessibility to the Abbey Quarter;

Public Realm Areas Phase 2 Plan means Plan 19 which identifies hatched in blue and hatched in red the Public Realm Areas to be provided within Phase 2 in accordance with the First 2021 Permission and any related Reserved Matters Approval which shall be accessible to the public on foot and by cycle twenty four (24) hours per day except as specified within this Agreement;

Public Realm Areas Phase 3 Plan means, in respect of each Plot in Phase 3, a plan that identifies the Public Realm Areas to be provided within that Plot in accordance with the First 2021 Permission and any related Reserved Matters Approval each of which shall be accessible to the public on foot and by cycle twenty four (24) hours per day except as specified within this Agreement;

Public Toilet Scheme means, in respect of Phase 3, a scheme that includes the following information:

(a) details of the public toilets to be provided within Phase 3 which may include the provision of suitable public access to commercial toilets within Phase 3;

(b) a timetable for the provision of the proposed public toilets;

(c) access arrangements; and

(d) proposed operating hours of the public toilets;

Reasonable Endeavours means that (subject to the other terms of this Agreement) the Party under such an obligation will be bound to attempt to fulfil the relevant obligation by the expenditure of such reasonable and proportionate effort and/or sums of money and the engagement of such

professional or other advisors as in all the circumstances may be reasonable to expect PROVIDED THAT the Party will not be required to issue proceedings (including any appeal) in any court, public inquiry or other hearing;

Registered Provider means an affordable housing provider as provided for in the Housing and Regeneration Act 2008;

Renewable Energy Source means any of the following: wind power, solar power, geothermal power, wave power, tidal power, hydro power and power produced from biomass, landfill gas, sewage treatment plant gas and biogases;

Reserved Matters Approval means each and every reserved matters approval that is granted pursuant to the First 2021 Permission, Second 2021 Permission or Third 2021 Permission (as the context permits);

Residential Institution means any Building in the First 2021 Development that is used as a residential institution (Class C2);

Residential Institution Scheme means, in respect of each Residential Institution, a scheme that includes the following details:

(a) a full and detailed description of the nature of the proposed use of the Residential Institution;

(b) the type and amount of care to be provided at the Residential Institution;

(c) the proposed hours of operation;

(d) the proposed range of communal facilities and ancillary functions to be provided at the Residential Institution;

(e) the proposed number of bed spaces to be provided at the Residential Institution;

(f) the proposed number of staff (full time equivalent) to be employed at the Residential Institution; and

(g) the proposed number, location and arrangement of parking spaces to be allocated and made available at all times for staff and Occupiers of the Residential Institution;

RUAP Contribution means the aggregate sum calculated by multiplying the sum of twenty pounds (£20.00) Index Linked by the total Gross External Floor Space of office floor space in square metres of each Building erected on each of Plot A, Plot B, Plot C and Plot D to be used towards integrated transport projects (including (without limitation) the upgrading of radial routes, premier bus routes, park and ride schemes and the Borough bike hire scheme) as set out in the Local Transport Plan for the time being in force at the time each tranche of the RUAP Contribution is payable;

Second 2016 Development means a section 73 application to vary conditions 2, 5, 6, 54 and 57 of the 2015 Permission to remove reference to Plot E;

Second 2016 Permission means the planning permission (application reference number 151427) for the Second 2016 Development;

Second 2019 Development means an outline application with all matters reserved for the mixed use redevelopment of Plot E of the Station Hill site and neighbouring Telecom House site (48 to 51 Friar Street & 4 to 20 Garrard Street) to comprise the demolition of existing buildings and erection of new buildings/ structures to provide residential units (Use Class C3), a range of town centre uses including retail and related uses (Use Class A1 - A5), associated infrastructure, public realm works and ancillary development as permitted by the First 2016 Permission but without complying with conditions 3, 5, 6, 7, 8, 16, 17, 21, 37 and 50;

Second 2019 Permission means the planning permission (reference number 190442) for the Second 2019 Development;

Second 2021 Development means the development set out at Schedule 2;

Second 2021 Permission means planning permission (reference number 201532) for the Second 2021 Development, a draft of which is at Appendix B;

Second Monitoring Contribution means the sum of ten thousand pounds (£10,000.00) as a contribution towards the Monitoring Officer's costs of monitoring the provisions of this Agreement;

Second Owner means Reading Borough Council in its capacity as owner of part of the Application Land;

Services means foul and surface water sewers, water, gas mains, electricity, telephone and any other cables, sewers, drains, soakaways, conduits, wires, gutters, downpipes, watercourses or pipes serving or intended to serve the Application Land (and each Building erected on the Application Land including for the avoidance of doubt the Affordable Housing Units, the Family Leisure Facility, the Neighbourhood Police Office, the Biscuit Tin Replacement Unit, the Observatory, and the public toilets that form part of the Public Toilet Scheme as Approved by the Council);

Service Charge means the service charges levied by the Owner and/or any management company for the provision of Services to the Development and/or the Buildings (including any part of them) or the maintenance, repair and/or management of each of them (or any part of them) (excluding for the avoidance of doubt rates, council tax, water rates or the cost of supply of such services);

Service Media means media for the supply to or provision to the Application Land (including each Building erected on the Application Land) of any foul and surface water sewers, water, gas mains electricity, telephone or any other cables, sewers, drains, conduits, wires, gutters, downpipes, watercourses or pipes serving or intended to serve the Application Land (and each Building erected on the Application Land including for the avoidance of doubt the Affordable Housing Units, the Family Leisure Facility, the Biscuit Tin Replacement Unit, the proposed public toilets and the Neighbourhood Police Office);

Shared Building Amenity Space means those parts of a Building located on an upper floor (not being the ground floor or the first floor) outside of a tenant's demised area which are accessible to Occupiers of the Building for amenity purposes and may include (without limitation) a lounge, cafeteria, restaurant, bar and/or viewing areas;

Shared Ownership Unit means an Affordable Housing Unit which is to be made available to people in housing need (according to the Council's eligibility criteria) and who may initially buy a percentage of not more than seventy five percent (75%) of the equity in that Affordable Housing Unit and rent the remaining percentage from a Registered Provider (at an initial annual rent of no more than three percent (3%) of the unsold equity) and who may also (for the avoidance of doubt) staircase to one hundred percent (100%) ownership;

Shell and Core means (in relation to a Building or part of a Building) the structure of the Building (or the relevant part) constructed to a wind and watertight state to include all external windows and doors and all internal structural elements of the Building (or the relevant part) and with Services and Service Media connected to the Building (or the relevant part);

South Site means that part of the Application Land shown edged in red and labelled 'South Site' on Plan 5;

South Site Development means together the Second 2021 Development and that part of the Third 2021 Development to be carried out on the South Site;

South Site Obligations means each and every one of the obligations, restrictions and covenants on the part of the Owner to be carried out in respect of the South Site (and each and every part of it) as set out in Schedule 7 to this Agreement;

SPD means the Sustainable Design and Construction SPD as adopted by the Council in 2019;

Sports Pitch and Running Track means the sports pitch and running track together with landscaping to be provided as part of the Third 2021 Development on Plot G in accordance with the Third 2021 Permission and any related Reserved Matters Approval;

Sports Pitch and Running Track Management Plan means a plan showing details of how the Sports Pitch and Running Track is to be maintained and managed including the days and times that it will be made available for public use;

Standards means the core standards in relation to the internal environment, sustainability and external environment of the Affordable Housing Units as set out in the document entitled "Design and Quality Standards 2007", as published by the then Homes and Communities Agency, or such other design standards that are published by Homes England and in force at the time when the relevant Phase is Commenced PROVIDED THAT in the event of any conflict between the Standards and the plans approved pursuant to the First 2021 Permission the approved plans shall take priority;

Station Underpass Contribution means the sum of two hundred thousand pounds (£200,000.00) Index Linked to be used by the Council towards the cost of such improvement works on the station underpass as may be reasonably required to facilitate the use of the underpass by cyclists and pedestrians;

Statutory Consents means any statutory approvals, consents or licences or permissions required from any local or competent authority to enable the Owner to carry out and complete the Development;

Temporary Public Viewing Gallery means the temporary public viewing gallery to be provided on one of the top five (5) floors of the Building on Plot C (such viewing gallery to comprise an unoccupied unfurnished floor of the Building that has been (whether temporarily or otherwise) fitted out to a standard suitable for use as a temporary publicly accessible viewing gallery) for one (1) continuous seven (7) day period between 09:00 hours and 21:00 hours (inclusive) prior to Practical Completion of that Building;

Third 2021 Development means the development set out at Schedule 2;

Third 2021 Permission means planning permission (reference number 201536) for the Third 2021 Development, a draft of which is at Appendix C;

Training Output means:

(a) in respect of a Construction ESP, the relevant outputs for that Construction ESP as listed in Appendix 1 to the Employment Skills and Training SPD; and

(b) in respect of an End User ESP, the relevant outputs for that End User ESP listed in in Appendix 2 to the Employment Skills and Training SPD;

Transfer means:

(a) the completion of the transfer of the freehold interest; or

(b) the grant of a leasehold interest (for a term of not less than one hundred and twenty five (125) years),

and for the avoidance of doubt Transfer shall not mean the exchange of contracts (and **Transferred** shall be construed accordingly);

Transfer Date means the anticipated date of Practical Completion of the relevant Affordable Housing Unit(s);

Travel Plan means a travel plan to be prepared by the Owner and submitted to the Council for Approval PROVIDED THAT the travel plan shall:

(a) incorporate the parameters included within the Framework Travel Plan and/or the Framework Travel Plan (192032) (as the case may be); and

(b) be informed by such survey and/or other studies as may reasonably be required properly to establish the methods of transport used by relevant Occupiers at the time of submission of the travel plan;

(c) include the relevant principles and measures set out in Schedule 6 in respect of the First 2021 Development and Schedules 7 and 8 in respect of the Second 2021 Development and the Third 2021 Development;

(d) set targets and provide for the implementation of the above principles and measures to promote the use of more sustainable modes of transport by Occupiers of each Building to and from the Application Land (including their employees and visitors) with particular emphasis on encouraging a modal change away from the use of private motor vehicles where this can reasonably be achieved;

Travel Plan Co-ordinator means the person(s) for the time being designated by the Owner as the person(s) appointed to:

(a) submit each Travel Plan for Approval by the Council; and

(b) thereafter, implement and monitor each Travel Plan, as Approved by the Council, in accordance with the provisions of this Agreement;

UCO means the Town and Country Planning (Use Classes) Order 1987 as amended by the Town and Country Planning (Use Classes) (Amendment) Order 2005 and the Town and Country Planning (Use Classes)(Amendment)(England) Regulations 2020 and any other amendments to the UCO that are made on or before the date of this Agreement but (for the avoidance of doubt) excluding any statutory revision, amendment or re-enactment of the UCO that is made after the date of this Agreement;

Use Class means a use class specified in the UCO and references in this Agreement to any one or more of 'Use Class(es)' or 'Class(es)' C3, E, F.1 and F.2 shall be construed accordingly;

Working Days means any day (other than Saturdays Sundays or public holidays in England) when banks in London are open for business; and

Zero Carbon Offset Contribution means the sum calculated as set out below:

- 65% of TER x total sqm = 'Total Excess CO2 Emissions Annually';
- 'Total Excess CO2 Emissions Annually' x one thousand eight hundred pounds (£1800) = Zero Carbon Offset Contribution,

such sum Index Linked to be used towards any of the carbon offset projects identified in the SPD.

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 successors in title and assigns and personal representatives.

2.7 References in this Agreement to the Council shall include any successor to its functions as the local planning authority in relation to the Application Land and any body to which all or part of its functions may lawfully have been transferred.

2.8 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 and an obligation on a

person to do something includes an obligation to procure that thing to be done.

2.9 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.

2.10 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.

2.11 Save as specified to the contrary 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.

2.12 A reference to writing or written does not include faxes or e-mail.

2.13 References to Clauses, Plans, Schedules, Paragraphs and Appendices are to the Clauses, Plans, Schedules, Paragraphs and Appendices of this Agreement.

3 Legal Effect

3.1 This Agreement is made pursuant to sections 106 and 106A of the 1990 Act, section 1 of the Localism Act 2011, section 278 of the 1980 Act, section 111 of the Local Government Act 1972 and all other enabling powers with an intent to bind the Owner's interest in the Application Land (and each and every part of it) subject to the provisions of Clauses 4 (conditionality), 5 (the Owner's obligations), 8 (lapse) and 12 (release).

3.2 This Agreement is a planning obligation within the meaning of sections 106 and 106A of the 1990 Act and the obligations contained within it shall, subject to the provisions of the Agreement, be enforceable by the Council against the Owner (including its successors in title and those deriving title from the Owner).

3.3 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

4.1 This Agreement shall come into force on the Effective Date.

4.2 The Owner and the Council agree that the obligations, restrictions and covenants in this Agreement shall not take effect so as to duplicate the obligations, restrictions and covenants in the 2019 Agreement so that any obligations, restrictions and covenants already discharged by the Council pursuant to (and in accordance with) the 2019 Agreement on the Commencement Date of the Second 2021 Development or the Third 2021 Development shall be considered to be discharged for the purposes of this Agreement.

4.3 It is further agreed that, with effect from the Commencement Date of the Second 2021 Development or the Third 2021 Development (whichever is earlier), the Owner shall be released from any obligation to pay the

'Affordable Housing Off Site First Contribution' and the 'Affordable Housing Off Site Third Contribution' (each as defined in the 2019 Agreement) even though each of the said 'Affordable Housing Off Site First Contribution' and the 'Affordable Housing Off Site Third Contribution' was required to be paid to the Council on or prior to Commencement of the First 2019 Development or the Second 2019 Development in accordance with the terms of the 2019 Agreement PROVIDED THAT for the avoidance of doubt:

(a) the Owner shall be required to pay the Affordable Housing Off Site First Contribution and Affordable Housing Off Site Second Contribution pursuant to this Agreement; and

(b) the Council reserves its right to recover from the Owner the interest that accrues from the failure by the Owner to pay any sum (including the 'Affordable Housing Off Site First Contribution' and the 'Affordable Housing Off Site Third Contribution', each as defined in the 2019 Agreement) in accordance with the terms of the 2019 Agreement ON THE BASIS THAT such interest shall be payable in accordance with Clause 11 of the 2019 Agreement from the date when such sum is payable pursuant to the 2019 Agreement BUT PROVIDED THAT upon the Commencement of the Second 2021 Development and the Third 2021 Development the Council agrees that it shall not be entitled to recover the said interest from the Owner.

5 **The Owner's Obligations**

5.1 The Owner covenants with the Council, so as to bind the entirety of its interest in the Application Land, to comply with the restrictions and requirements in Schedules 3 and 5 of this Agreement.

5.2 The Owner covenants with the Council, so as to bind the North Site (192032) and each and every part of it, not to carry out the First 2021 Development otherwise than in strict accordance with the North Site Obligations (192032) PROVIDED THAT, for the avoidance of any doubt:

(a) the North Site Obligations (192032) shall not bind the South Site (or any part of it);

(b) any of the North Site Obligations (192032) which relate to Phase 2 only shall not be enforceable against anyone without an interest in Phase 2;

(c) any of the North Site Obligations (192032) which relate to Phase 3 only shall not be enforceable against anyone without an interest in Phase 3;

(d) any of the North Site Obligations (192032) which relate only to an individual Plot in the North Site (192032) shall not be enforceable against anyone without an interest in that individual Plot; and

(e) nothing in this Clause shall prevent the Council from enforcing the requirements of Paragraph 1 of Schedule 6 against any person with an interest in Phase 2 and/or Phase 3 even if such person does not have an interest in both Phase 2 and Phase 3.

5.3 The Owner covenants with the Council, so as to bind the North Site (201536) and each and every part of it, not to carry out the Third 2021 Development on the North Site (201536) otherwise than in strict accordance with the North Site Obligations (201536) PROVIDED THAT, for the avoidance of any doubt:

(a) the North Site Obligations (201536) shall not bind the South Site (or any part of it); and

(b) the North Site Obligations (201536) shall not be triggered by the Commencement of the Third 2021 Development on the South Site.

5.4 The Owner covenants with the Council, so as to bind the South Site and each and every part of it, not to carry out:

(a) the Second 2021 Development; and

(b) the Third 2021 Development on the South Site,

otherwise than in strict accordance with the South Site Obligations PROVIDED THAT, for the avoidance of any doubt, the South Site Obligations shall not bind the North Site (192032) and the North Site (201536) (or any part of each of them).

5.5 The Owner covenants with the Council:

(a) not to Commence each Phase and/or Plot unless and until it has served a Commencement Notice in respect of that Phase or Plot; and

(b) not to encumber nor deal with the Application Land (or any part of it) in any manner pursuant to which the Owner may be prevented from carrying out its covenants and obligations contained in this Agreement.

6 **The Council's Obligations**

6.1 The Council covenants with the Owner to observe and perform the obligations on its part contained in the Schedules to this Agreement.

7 **Fees**

7.1 Subject to Clause 7.2 below, the Owner covenants with the Council to pay on the Effective Date:

(a) the Council's reasonable legal costs and expenses incurred in the preparation and completion of this Agreement; and

(b) the First Monitoring Contribution.

7.2 The Council acknowledges that it has already received advance payment of the First Monitoring Contribution.

8 **Lapse**

8.1 The North Site Obligations (192032) shall cease to have effect (insofar only as they have not already been complied with) if the First 2021 Permission is quashed, revoked or modified (without the consent of the Owner) or is withdrawn or expires prior to the Commencement of the First 2021 Development.

8.2 The North Site Obligations (201536) shall cease to have effect (insofar only as they have not already been complied with) if:

(a) the Third 2021 Permission is quashed, revoked or modified (without the consent of the Owner) or is withdrawn or expires prior to the Commencement of the Third 2021 Development on the North Site (201536); or

(b) if no application(s) for all necessary Reserved Matters Approvals has been submitted to the Council pursuant to the Third 2021 Permission in respect of the North Site (201536) by 9 January 2022 such that the Owner is no longer lawfully able to Commence the Third 2021 Development on the North Site (201536); or

(c) if Paragraph 3.1(b) of Schedule 5 applies.

8.3 The South Site Obligations, insofar as they relate to and/or form part of the Second 2021 Development, shall cease to have effect (insofar only as they have not already been complied with) if the Second 2021 Permission is quashed, revoked or modified (without the consent of the Owner) or is withdrawn or expires prior to the Commencement of the Second 2021 Development.

8.4 The South Site Obligations, insofar as they relate to and/or form part of the Third 2021 Development, shall cease to have effect (insofar only as they have not already been complied with) if the Third 2021 Permission is quashed, revoked or modified (without the consent of the Owner) or is withdrawn or expires prior to the Commencement of the Third 2021 Development on the South Site.

8.5 The Council shall, at the written request of the Owner, confirm in writing if the Third 2021 Permission has lapsed or expired insofar as it relates to the North Site Obligations (201536) further to Clause 8.2(b).

9 Future Development

9.1 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 First 2021 Permission, the Second 2021 Permission and the Third 2021 Permission) granted (whether or not on appeal) after the date of this Agreement.

10 Future Mortgagees

10.1 The obligations in this Agreement shall not be enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any parts of part of the Application Land or any receiver appointed by such charge or mortgagee or any person deriving title through such chargee mortgagee or receiver unless and until such charge mortgagee receiver or person has entered into possession of the Application Land (or any part of it to which such obligation relates) in which case it shall be liable as if it were a successor in title to the Owner in relation to the Application Land (or the relevant part of it) but only insofar as those obligations relate to the relevant part of the Application Land it has entered into possession of.

10.2 For the avoidance of doubt:

(a) the North Site Obligations (192032) and the North Site Obligations (201536) shall not be enforceable against any mortgagee or chargee of the South Site only or any receiver appointed by such chargee or mortgagee or any person deriving title from such mortgagee or chargee or receiver;

(b) any of the North Site Obligations (192032) relating to Phase 2 only shall not be enforceable against any mortgagee or chargee without an

interest in Phase 2 PROVIDED THAT, for the avoidance of any doubt, nothing in this Clause shall prevent the Council from enforcing the requirements of Paragraph 1 of Schedule 6 against a mortgagee or chargee with an interest in Phase 2 even if such mortgagee or chargee does not have an interest in Phase 3;

(c) the North Site Obligations (192032) relating to Phase 3 shall not be enforceable against any mortgagee or chargee without an interest in Phase 3 PROVIDED THAT, for the avoidance of any doubt, nothing in this Clause shall prevent the Council from enforcing the requirements of Paragraph 1 of Schedule 6 against a mortgagee or chargee with an interest in Phase 3 even if such mortgagee or chargee does not have an interest in Phase 2;

(d) the South Site Obligations shall not be enforceable against any mortgagee or chargee of the North Site (192032) only or any receiver appointed by such chargee or mortgagee or any person deriving title from such mortgagee or chargee or receiver; and

(e) the South Site Obligations shall not be enforceable against any mortgagee or chargee of the North Site (201536) only or any receiver appointed by such chargee or mortgagee or any person deriving title from such mortgagee or chargee or receiver.

11 **Statutory Undertakers and Individual Occupiers**

11.1 This Agreement shall not be enforceable against any statutory undertakers (including their successors in title) that shall acquire an interest in the Application Land for the purpose of providing services to or for the Development or neighbouring developments.

11.2 This Agreement shall not be enforceable against any individual occupiers or tenants of Housing Units or any individual occupiers or tenants of Non-Residential Floorspace of less than six hundred square metres (600 sqm) Gross Internal Area.

12 **Release**

12.1 The Owner shall upon parting:

(a) with its interest in any part of the Application Land be released from all obligations and duties under the terms of this Agreement insofar as they relate to, or are binding on, that part of the Application Land; and

(b) with the entirety of its interest in the Application Land be released from all liabilities whatsoever under the terms of this Agreement.

12.2 The releases provided for in this Clause 12 shall not apply to any prior or existing breach of this Agreement as at the date of disposal.

13 **Right of access**

13.1 Without prejudice to the Council's statutory rights of entry the Owner 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.

14 **No waiver**

14.1 No waiver (whether express or implied) by the Council of any breach of or default by the Owner 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 of any of them by the Owner.

15 **Severance**

15.1 If any provision of this Agreement shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be deemed to have been affected or impaired.

16 **Indexation**

16.1 The amount of each Contribution and any other sum payable under this Agreement shall be Index Linked.

16.2 Except as set out in Clause 16.3 below or expressly indicated in this Agreement, the Index Start Date for each Contribution payable under this Agreement or any other sum referred to in this Agreement as Index Linked shall be the Effective Date.

16.3 The Index Start Date for all Contributions or sums referred to in Schedule 7 and Schedule 8 shall be 8 January 2015 except for the Affordable Housing Off Site Second Contribution and the Approved Construction ESP Monitoring Fee (South Site) for which the Index Start Date shall be the Effective Date.

17 **Interest on unpaid monies**

17.1 If any Contribution and/or other sum due under this Agreement is paid late the Owner shall pay to the Council interest at the rate of four percent (4%) per annum above the base rate of the Bank of England for the time being in force on the sum of the Contribution due or (as the case may be) on any amount of that Contribution which may be outstanding from the date on which the Contribution (or the relevant part of it, as the case may be) is due to be paid in accordance with the terms of this Agreement up to the date of actual payment of the Contribution (or the relevant part of it, as the case may be).

18 **Payments to the Council**

18.1 All Contributions and other sums due to the Council under the terms of this Agreement shall (unless otherwise notified in writing by the Council to the Owner) 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

Account: Reading Borough Council quoting reference: Station Hill or other reference quoted in relevant S106 Demand Notice issued in respect of the obligation,

and the Council will not alter the account details without giving formal notice to such effect in accordance with Clause 19.

19 **Notices**

19.1 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 specified in Clause 19.2 or such other address as may from time to time be notified for the purpose by notice in writing by any Party to the other Party 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.

19.2 The address for any notice or other written communication is as follows:

(a) in respect of the Council

Civic Offices, Bridge Street, Reading RG1 2LU

(b) in respect of the Owner

1st Floor Senator House 85 Queen Victoria Street London EC4V 4AB

or such other address as has been notified to the other Party as set out in this Clause 19.

19.3 The Owner shall ensure that any notice or other written communication that is required to be served on the Partner Organisation pursuant to this Agreement shall be copied to the Council (at the address specified in Clause 19.2 above) at the same time.

20 **Consents and Approvals**

20.1 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.

21 **Dispute resolution**

21.1 In the event of any dispute arising between the Parties (which cannot be resolved by the Parties) in respect of this Agreement either Party may at any time require by notice in writing to the other Party an independent expert (the **Expert**) to resolve the dispute in accordance with the provisions of this Clause 21 and as follows:

(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;

(b) in the case of a dispute regarding physical 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.

21.2 The Expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant to this Clause.

21.3 The Expert shall be appointed within one (1) month of an application being made by one of the Parties pursuant to Clause 21.1.

21.4 Subject to Clause 21.8, the Expert shall be entitled to invite written representations from each of the Parties.

21.5 The Expert shall act as an expert and not as an arbitrator.

21.6 The costs of the dispute shall be payable by the Parties in such proportion as may be determined by the Expert and failing such determination to be borne in equal shares by the Parties.

21.7 The decision of the Expert shall be final and binding on the Parties save in the case of manifest error.

21.8 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties 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.

21.9 Nothing in Clauses 21.1 – 21.8 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Agreement.

22 Historic Agreements

22.1 The Council hereby agrees that the 2015 Agreement and the 2016 Agreement have ceased to have any further effect.

22.2 Subject to Clause 4.3(b), following the Commencement Date of the Second 2021 Development or Third 2021 Development (whichever is earlier), the 2019 Agreement shall cease to have any further effect save for any antecedent breach.

23 Third party rights

23.1 Except in relation to:

(a) successor bodies of the Council; and

(b) successors in title of and those deriving title under the Owner,

it is not 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.

24 Local land charge

24.1 This Agreement is and shall be registered as a local land charge by the Council.

25 **Jurisdiction**

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

In witness whereof the Parties have executed this Agreement as a deed the day and year first above written.

Schedule 1 - Ownership of the Application Land

Part 1: The Owner's Interests

North Site (192032)

The Owner is the freehold owner of that part of the North Site (192032) registered at the Land Registry under title numbers BK383737, BK142687, BK136464, BK107791 and BK37916

North Site (201536)

The Owner is the freehold owner of that part of the North Site (201536) registered at the Land Registry under title numbers BK383737, BK142687, BK136464, BK107791 and BK37916

South Site

The Owner is the freehold owner of the South Site registered at the Land Registry under title numbers BK183963, BK385587 and BK475798

Part 2: The Second Owner's Interests

North Site (192032)

The Second Owner is the freehold owner of that part of the North Site (192032) registered at the Land Registry under title numbers BK59246, BK429301, BK17961, BK436216, BK517, BK436155, BK466540, BK65642, BK62314, BK70376, BK434752 and BK428791.

Schedule 2 - The Development

First 2021 Development means hybrid application comprising:

(i) Application for full planning permission for Phase 2 (Plot G and public realm) including demolition of existing structures, erection of an 18 storey building containing office use (Class B1) and flexible retail, non-residential institution and assembly and leisure uses (Class A1, A2, A3, A4, A5, D1 and D2). Provision of podium deck, vehicular access and parking. New public open space and landscaping. Bridge link of Garrard Street; and

(ii) Application for Outline Planning Permission for Phase 3 (all matters reserved) for four building plots (A, B, C and D). Demolition of existing buildings and structures. Mixed-use redevelopment comprising residential dwellings (Class C3), hotel (Class C1), residential institutions (Class C2), office use (Class B1). Flexible Retail, financial and professional services, restaurants and cafes, drinking establishments, hot food takeaways, non-residential institutions and assemble and leisure (Class A1, A2, A3, A4, A5, D1 and D2). Provision of podium deck and basement storey running beneath Phase 2 and 3. Formation of pedestrian and vehicular access. Means of access and circulation car parking within the site. Provision of new public open space and landscaping.

[Reference Number 192032]

Second 2021 Development means the mixed use redevelopment of Plot E of the Station Hill site and neighbourly Telecom House site (48-51 Friar Street & 4-20 Garrard Street) to comprise the demolition of existing buildings and erection of new buildings/structures to provide residential units (Use Class C3), a range of town centre uses, including retail and related uses (Use Class E(a), (b) and (c); drinking establishments (sui generis) and Hot food takeaways (sui generis)), and leisure uses (Use Class E(d), (e) and (f); Class F.1; Class F.2; and Theatres; Cinemas; Concert Halls; Bingo Halls; Dance Halls (sui generis)), associated infrastructure, public realm works and ancillary development.

[Reference Number 201532]

Third 2021 Development means mixed use redevelopment of the site through the demolition and alteration of existing buildings and erection of new buildings and structures to provide Offices (Use Class E(g)(i) and (g)(ii)), a range of town centre uses including retail and related uses (Use Class E(a), (b) and (c); Drinking Establishments (sui generis) and Hot food takeaways (sui generis), leisure and community (Use Class E(d), (e) and (f); Class F.1; Class F.2; and Theatres; Cinemas; Concert Halls; Bingo Halls; Dance Halls (sui generis), and residential units (Use Class C3), associated infrastructure, public realm works and ancillary development (all matters reserved).

[Reference Number 201536]

Schedule 3 - Triggers and Notifications

1 Notification

1.1 Subject to Paragraph 1.2 below, to provide the Council with no less than ten (10) Working Days prior written notice of the following events:

Commencement Events

(a) Commencement of the First 2021 Development;

(b) Commencement of the Second 2021 Development;

(c) Commencement of the Third 2021 Development on the South Site;

(d) Commencement of the Third 2021 Development on the North Site (201536);

(e) Commencement of each of Phase 2 and Phase 3;

(f) Commencement of each Phase;

(g) Commencement of each Plot;

Practical Completion Events

(h) the date that is three (3) months before Practical Completion of any Affordable Private Rent Unit in a Build to Rent Plot;

(i) Practical Completion of Phase 2;

(j) Practical Completion of Phase 3;

(k) Practical Completion of the first Building in Phase 2 and Phase 3;

(l) Practical Completion of each Housing Unit;

(m) Practical Completion of the Public Realm Areas (North Site (201536));

(n) Practical Completion of the Public Realm Areas (South Site);

(o) Practical Completion of the car parking and retail uses in the Building on Plot G pursuant to the Third 2021 Development;

(p) Practical Completion of the Neighbourhood Police Office;

(q) Practical Completion of the Building on Plot C pursuant to the Third 2021 Development;

Occupation Events

(r) the projected Occupation of thirty thousand square metres (30,000 sqm) Gross External Floor Space of office floorspace within the Third 2021 Development;

(s) the projected Occupation of sixty thousand square metres (60,000 sqm) Gross External Floor Space of office floorspace within the Third 2021 Development;

(t) first Occupation of each Building (or part of each Building);

(u) Occupation of eighty percent (80%) of the Gross Internal Area of the Building in Phase 2;

(v) Occupation of eighty percent (80%) of the Gross Internal Area of the Observatory Building in Phase 3 (if the Observatory Building is provided in Phase 3);

(w) Occupation of ninety percent (90%) of the Market Housing Units in each General Housing Unit Plot;

(x) the date that is three (3) months prior to any Transfer Date;

(y) Occupation of seventy five percent (75%) of the Market Rent Units in each Build to Rent Plot;

(z) Occupation of ninety percent (90%) of the Market Rent Units in the South Site;

(aa) Occupation of two hundred and seven (207) Market Rent Units in Plot E; and

(bb) Occupation of the fiftieth (50th) Housing Unit in Plot F.

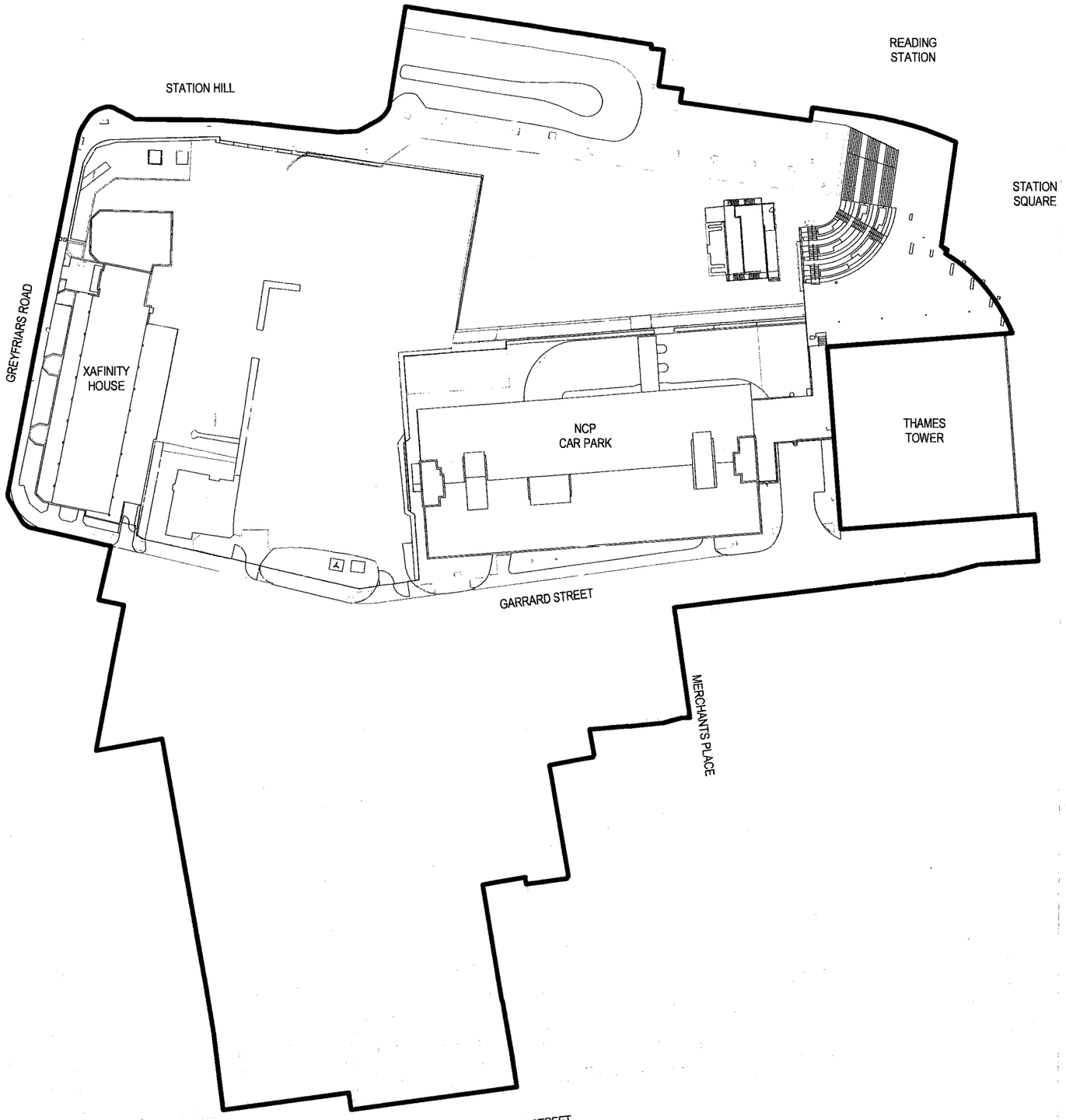
1.2 If any of the events listed in Paragraph 1.1 above are to occur within ten (10) Working Days of the Effective Date, to provide the Council with prior written notice of that event as soon as possible but it is agreed that such notice does not need to be given ten (10) Working Days in advance.

Schedule 4 - Plans and Drawings

Plan Number	Drawing Number	Description
1	A-1027-P10	Application Land
2	A-100-139-P10	Arcade
3	A-100-140-P10	Central Square Plots A, B, C, D, F and G in respect of the Third 2021 Development
4A 4B 4C	A-100-132-P50 A-100-133-P50 A-100-134-P50	Communal Facilities
5	A-100-135-P50	North Site (201536) South Site
6	A-0115-P01	North Site (192032) Phase 2 Phase 3
7	A-100-137-P10	Interface Area
8A 8B 8C	A-100-127-P13 44470/5501/010B 44470/5501/011A	Highway Works (South Site)
9	A-0123-P10	Biscuit Tin
10	A-100-128-P14	Highway Works (North Site)
11A 11B	A-100-130-P12 A-100-131-P12	Family Leisure Facility
12	A-1026-P10	Plots A – G in respect of the First 2021 Development and the Second 2021 Development
13A 13B	A-1025-P10 A-3105-P01	North Site Lift (Phase 2) Garrard Street Bridge Works Garrard Street Podium Works Garrard Street Podium Works
14	A-1028-P10	North Site Lift (Phase 3)

15	A-100-143-P50	Lift Public Realm Areas (North Site (201536)) Public Realm Areas (South Site)
16A 16B	A-100-141-P50 A-100-142-P50	Plot E Affordable Housing Units
17	44470/5502/TA/01D	Highway Works (Phase 2)
18	44470/5502/TA/02E	Highway Works (Phase 3)
19	A-0121-P10	Public Realm Areas Phase 2 Plan
20	A-100-145-P50	Garrard Street Steps Works
21A 21B	SHRN-HL-BG-16-GA-M-531-0012 T1 SHRN-HL-BG-XX-SM-M-590-0002 T1	Connection points between Phase 2 and Phase 3

PLAN 1



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KEY

APPLICATION SITE BOUNDARY

REV No.	DATE	DESCRIPTION	DWN	CHK
P10	23/06/2021	FIRST ISSUE	AR	

KEY PLAN

N

PROJECT

STATION HILL NORTH, READING

CLIENT

SH READING MASTER LLP

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CALLISONRTKL

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SHEET IDENTIFICATION

TITLE

PHASE 2 - S106 - APPLICATION BOUNDARY (NORTH & SOUTH SITES)

STATUS

FOR PLANNING

PROJECT NUMBER	DATE DRAWN:	08/03/21
050-170073	SCALE @ A1:	As Indicated
STATUS	DRAWN BY:	AR
	CHECKED BY:	MD

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHRN	CRL	S2	ZZ	PL

ROLE	NUMBER	REVISION
A	1027	P10

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IIM 360/CH1X2-EMEUK-050-170073-Station Hill North Site-Reading/SHRN-CRL-ZZ-M3-A-1027.rvt 23/06/2021 07:30:05

23/06/2021 07:30:05

PLAN 2

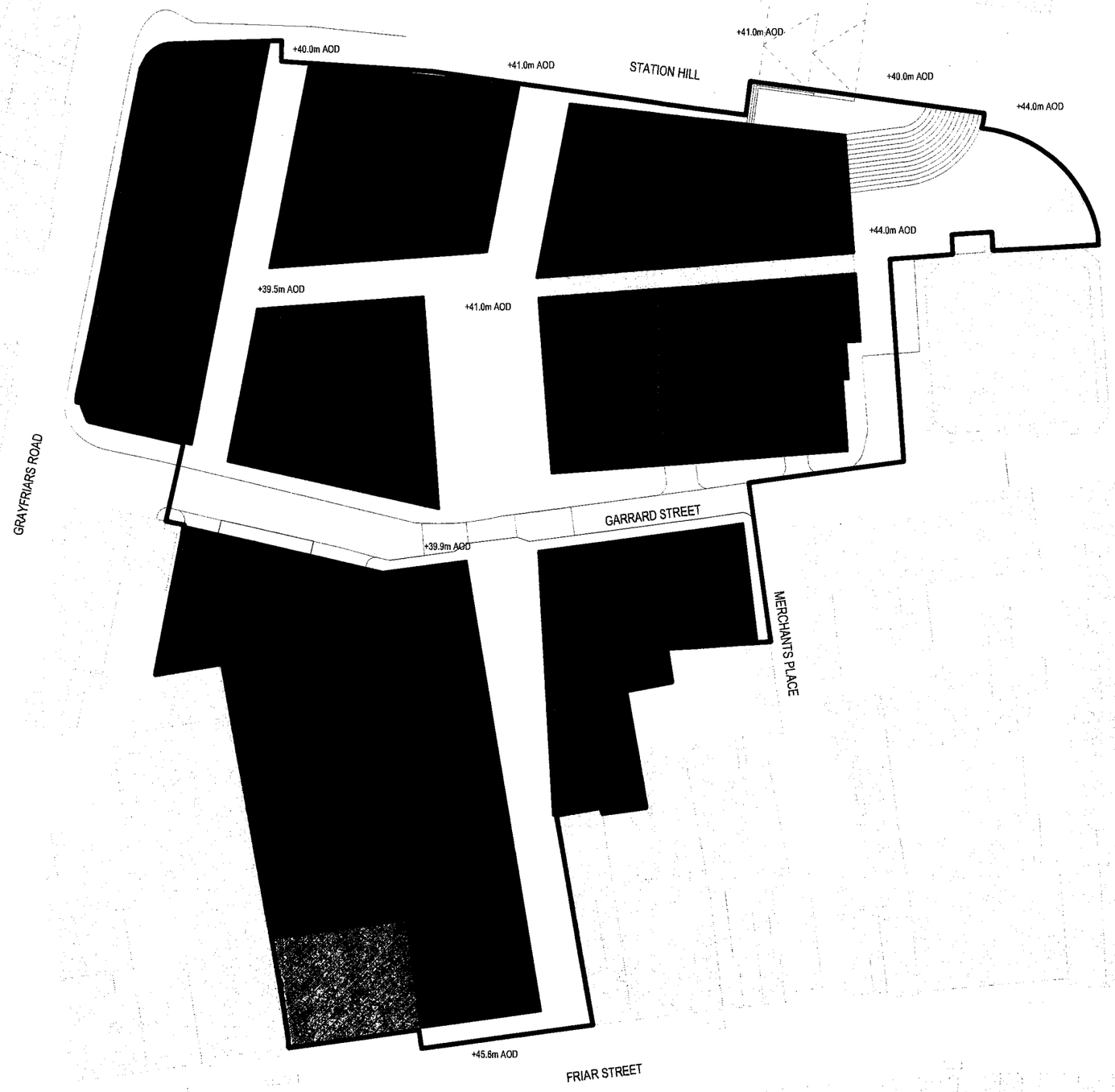
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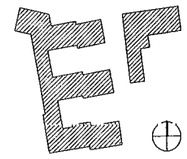
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HERE



REV No	DATE	DESCRIPTION	DWN	CHK
P10	2019-08-16	Issued for Planning		

KEY PLAN



PROJECT

Station Hill, Reading

CLIENT

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SHEET IDENTIFICATION

TITLE

Building Parameters - PLAN 2 - Arcade

STATUS

Planning

PROJECT NUMBER	DATE DRAWN	08/16/18
050-170073	SCALE @ A1	As Indicated
	DRAWN BY	AR
	CHECKED BY	MD

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHR	CRL	SB	ZZ	PL

ROLE	NUMBER	REVISION
A	100-139	P10

16/08/2019 18:18:38

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Parameter Plan - PLAN 2 - Arcade
1 : 500

KEY

- APPLICATION BOUNDARY
- DEVELOPMENT PLOTS
  NOTE: DARKER SHADING REFLECTS TALLER PERMISSIBLE HEIGHTS
- ZONE FOR THE ARCADE

N

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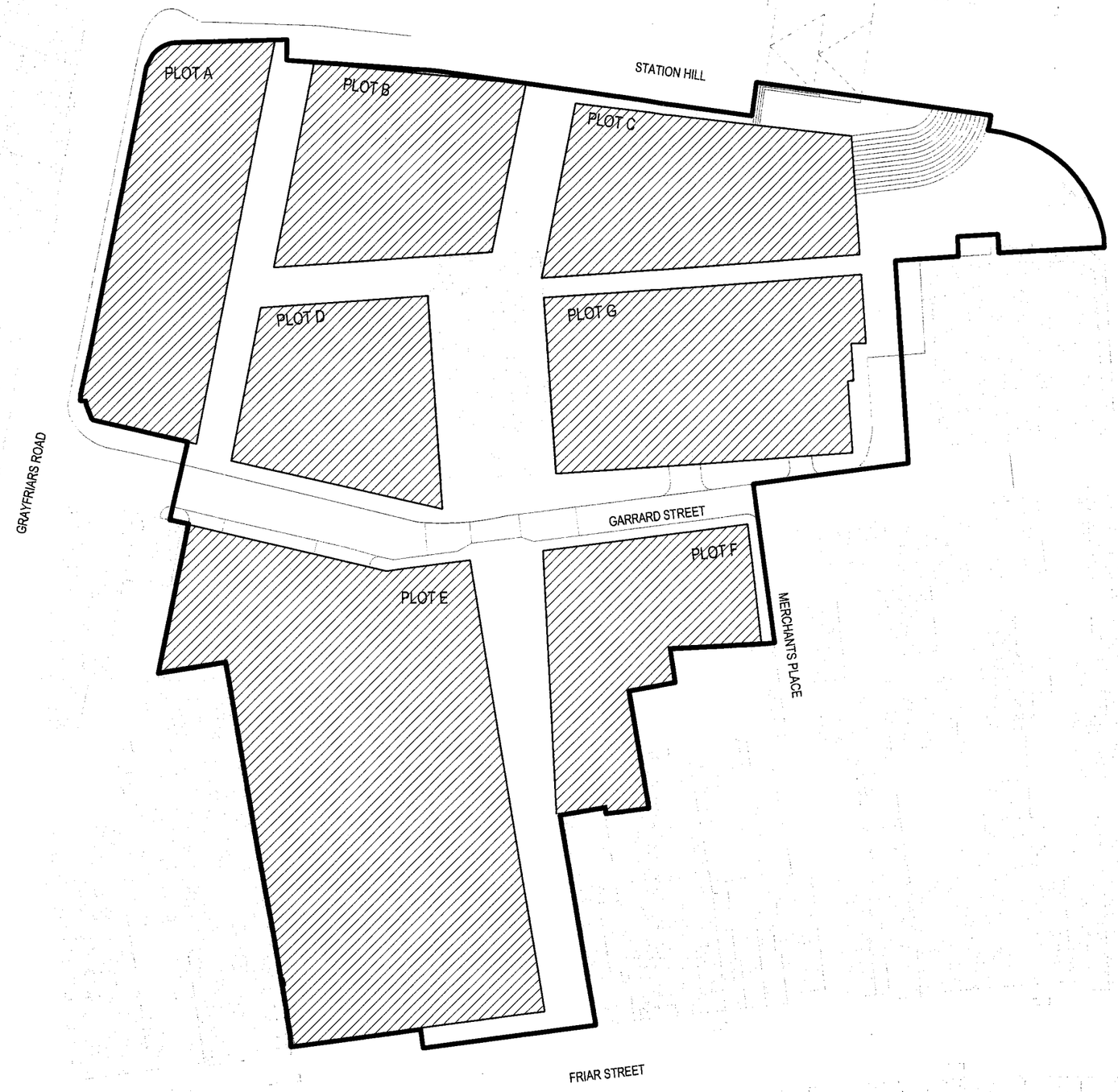
PLAN 3

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Parameter Plan - PLAN 3 - Central Square
1 : 500

KEY

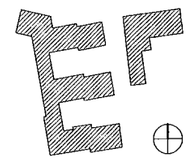
- APPLICATION BOUNDARY
- DEVELOPMENT PLOT
- ZONE FOR CENTRAL SQUARE

N

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REV No.	DATE	DESCRIPTION	DWN	CHK
P10	2019-0816	Issued for Planning		

KEY PLAN



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SHEET IDENTIFICATION

TITLE
Building Parameters - PLAN 3 - Central Square

STATUS
Planning

PROJECT NUMBER	DATE DRAWN:	08/16/19
050-170073	SCALE @ A1:	As indicated
	DRAWN BY:	AR
	CHECKED BY:	MD

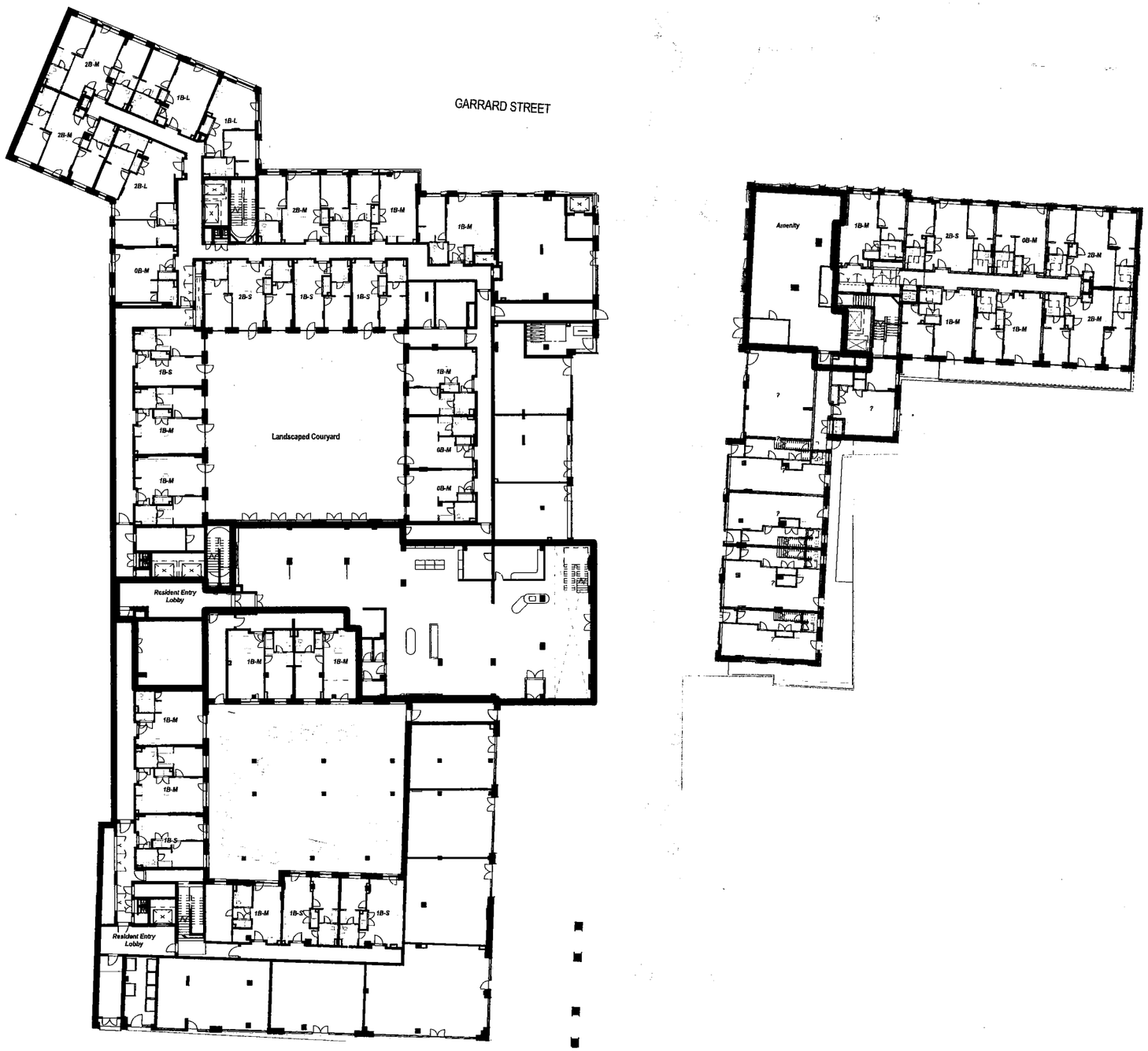
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SHR	CRL	SB	ZZ	PL

ROLE	NUMBER	REVISION
A	100-140	P10

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PLAN 4A



Parameter Plan - PLAN 4a - Ground Floor Level
1 : 250

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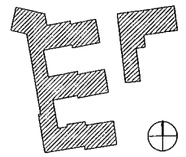
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Communal Facilities

REV No.	DATE	DESCRIPTION	DWN	CHK
P50	2021-0823	Updated to revised scheme	AR	

KEY PLAN



PROJECT

Station Hill, Reading

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SHEET IDENTIFICATION

TITLE

Building Parameters - PLAN 4a - Communal Facilities - Ground Floor Level (45.7 AOD)

STATUS

PLANNING

PROJECT NUMBER	DATE DRAWN	03/10/19
050-170073	SCALE @ A1:	1 : 250
	DRAWN BY:	AR
	CHECKED BY:	MD

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHR	CRL	SB	GF	PL

ROLE	NUMBER	REVISION
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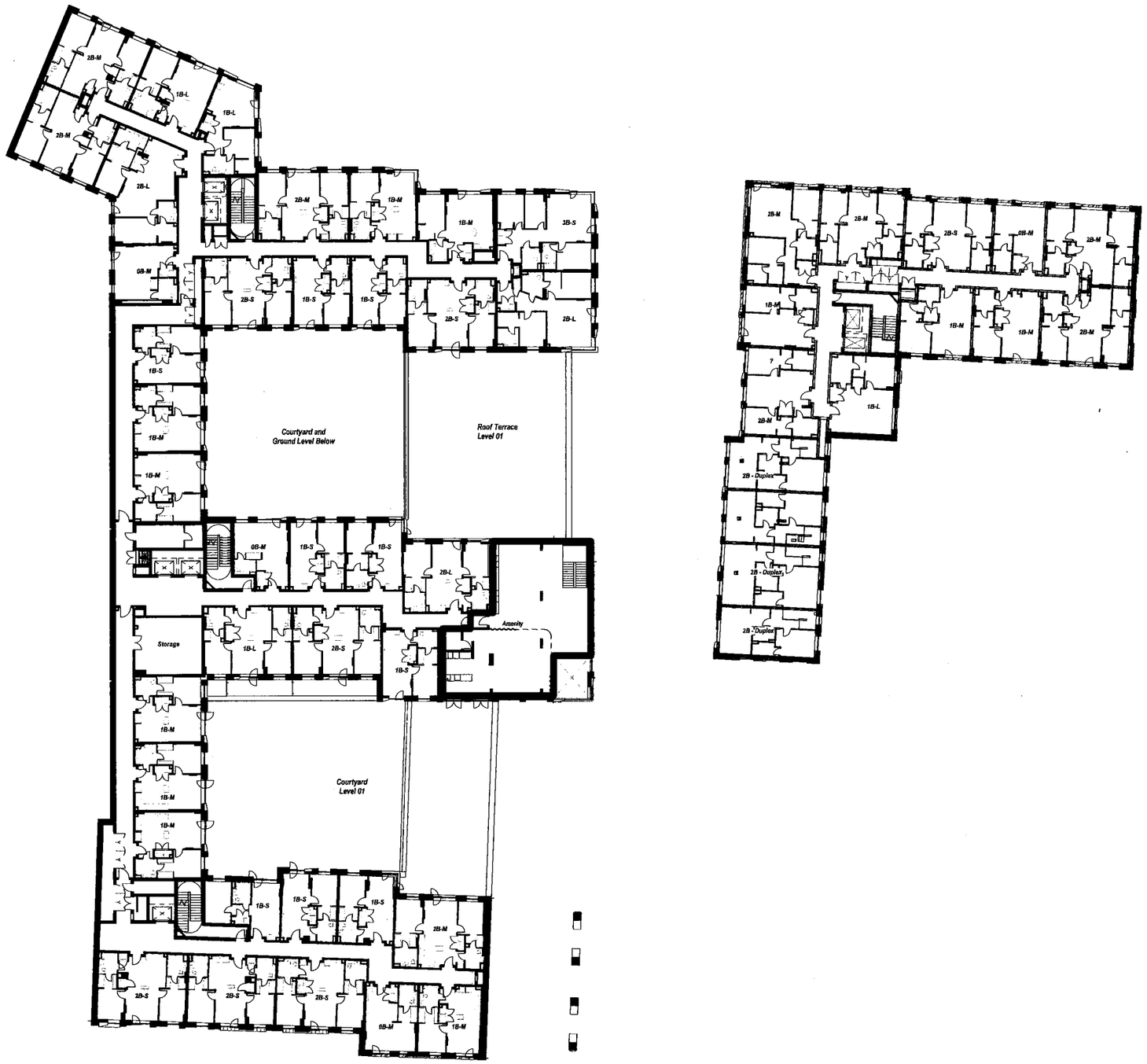
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PLAN 4B



Parameter Plan - PLAN 4b - Level 01
1 : 250

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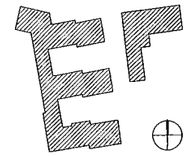
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Communal Facilities

REV No.	DATE	DESCRIPTION	DWN	CHK
P50	2021-0623	Updated to revised scheme	AR	

KEY PLAN



PROJECT

Station Hill, Reading

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SHEET IDENTIFICATION

TITLE

Building Parameters - PLAN 4b - Communal Facilities - First Floor Level

STATUS

PLANNING

PROJECT NUMBER	DATE DRAWN:	06/10/19
050-170073	SCALE @ A1:	1 : 250
	DRAWN BY:	AR
	CHECKED BY:	MD

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHR	CRL	SB	01	PL

ROLE	NUMBER	REVISION
A	100-133	P50

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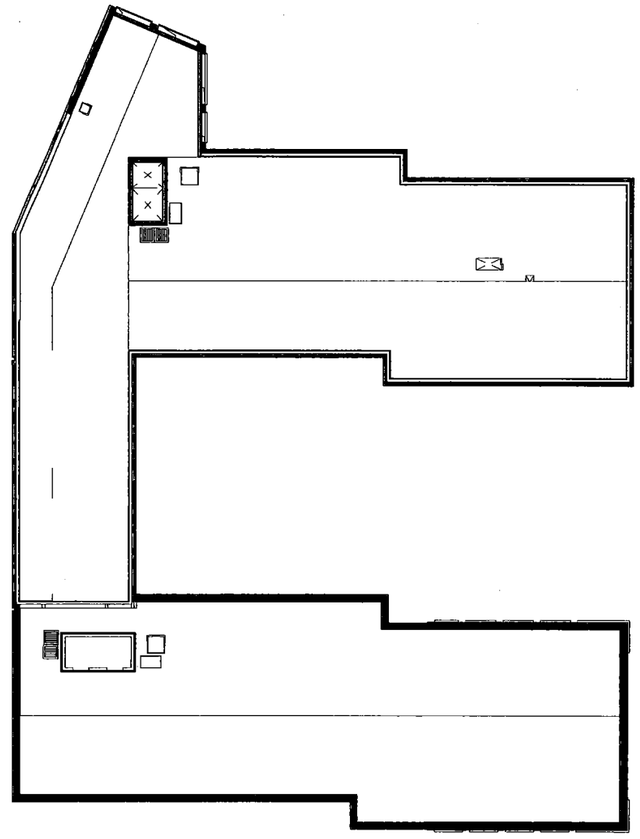
PLAN 4C

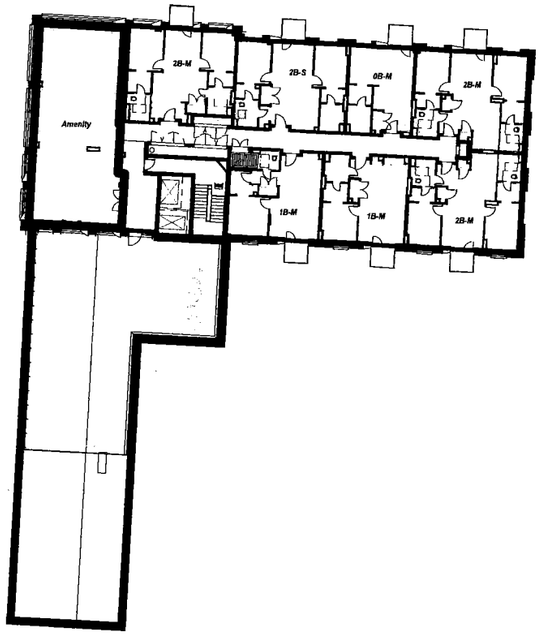
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Communal Facilities

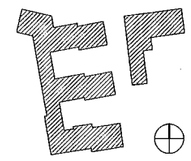




Parameter Plan - PLAN 4c - Level 12
1 : 250

REV No.	DATE	DESCRIPTION	DWN	CHK
P50	2021-0823	Updated to revised scheme	AR	

KEY PLAN



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SHEET IDENTIFICATION

TITLE
Building Parameters - PLAN 4c - Communal Facilities - Level 12

STATUS
PLANNING

PROJECT NUMBER	DATE DRAWN:	08/10/19
050-170073	SCALE @ A1:	1 : 250
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	CHECKED BY:	MD

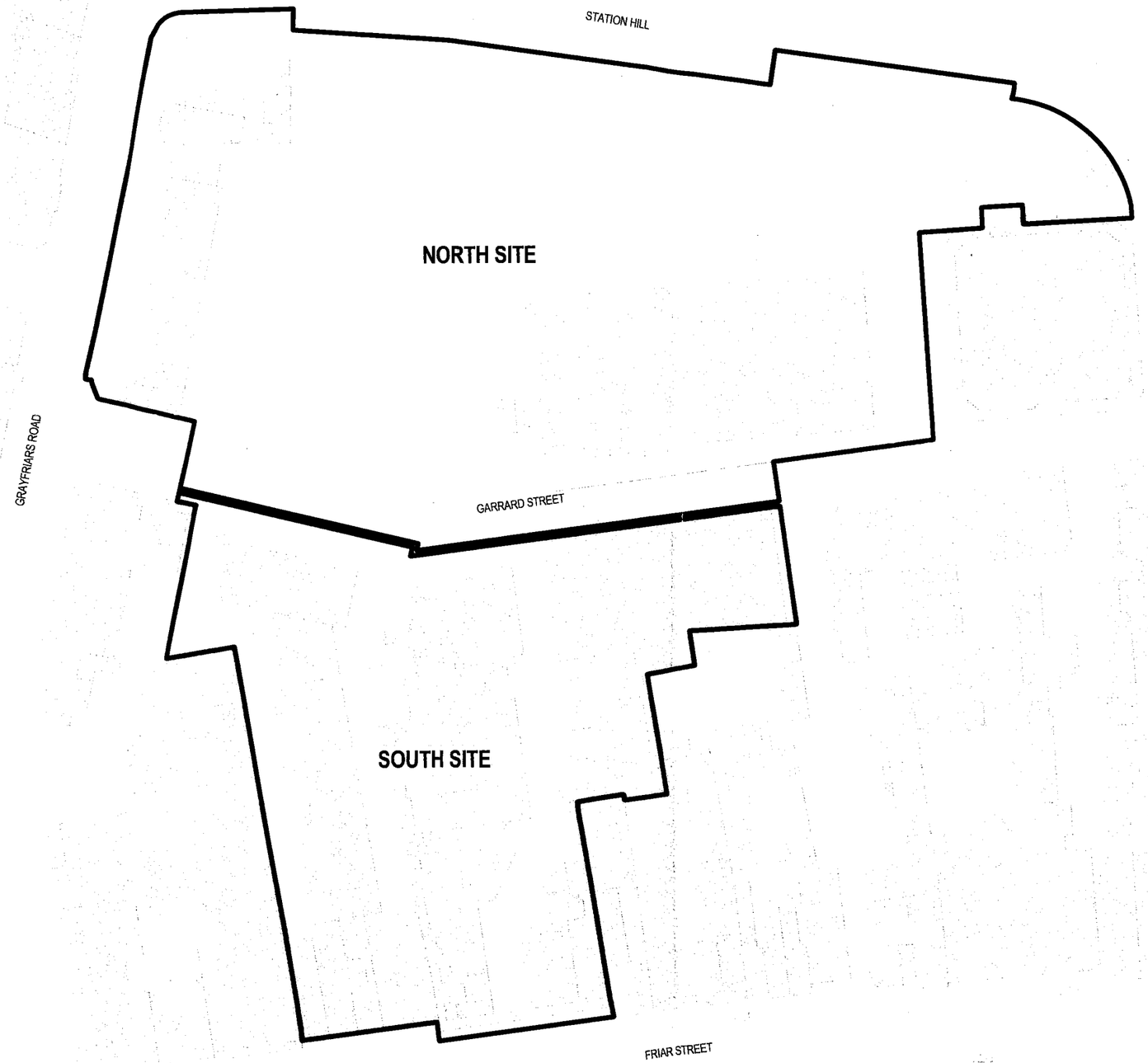
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SHR	CRL	SB	11	PL

ROLE	NUMBER	REVISION
A	100-134-	P50

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23/06/2021 07:47:58



Parameter Plan - PLAN 5 - Site Location
1 : 500

KEY

- SOUTH SITE APPLICATION BOUNDARY
- NORTH SITE (201536) APPLICATION BOUNDARY

N

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PLAN 5

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Application Boundary

REV No.	DATE	DESCRIPTION	DWN	CHK
P50	2021-0629	Updated plan		AR

KEY PLAN

PROJECT

Station Hill, Reading

CLIENT

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SHEET IDENTIFICATION

TITLE

Building Parameters - PLAN 5 - Location Plan

STATUS

PLANNING

PROJECT NUMBER	DATE DRAWN	04/06/19
050-170073	SCALE @ A1	As Indicated
	DRAWN BY:	AR
	CHECKED BY:	MD

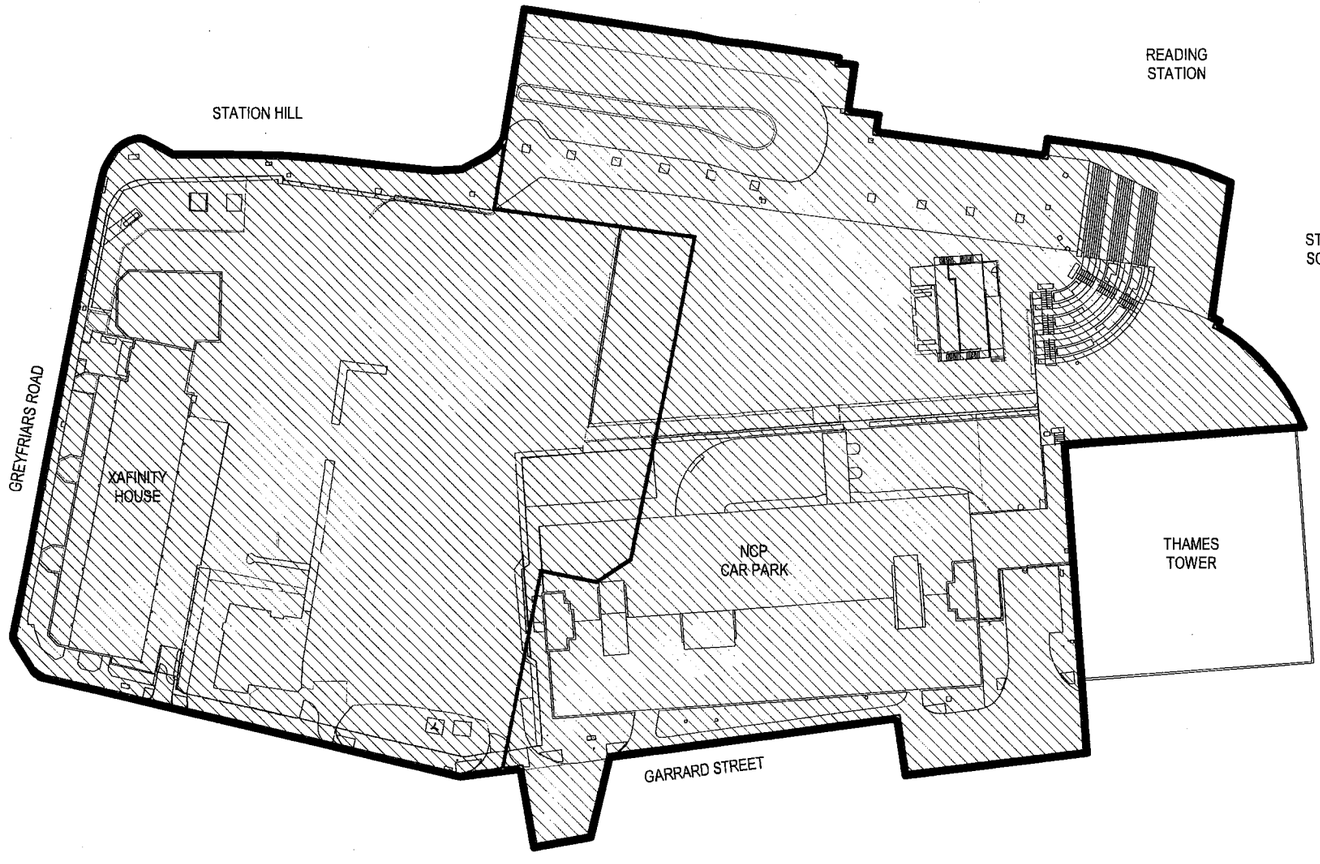
PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHR	CRL	SB	ZZ	PL

ROLE	NUMBER	REVISION
A	100-135	P50

25/06/2021 10:11:34

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PLAN G



KEY

- APPLICATION SITE BOUNDARY
- PHASE 2 DETAILED PLANNING APPLICATION
- PHASE 3 OUTLINE PLANNING APPLICATION

GENERAL NOTES

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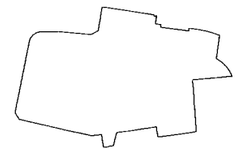
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REV No.	DATE	DESCRIPTION	DWN	CHK
P01	15/05/2020	SECOND ISSUE		
P00	13/12/2019	FIRST ISSUE		

KEY PLAN



0 5 10 15 20 25m

PROJECT

STATION HILL NORTH, READING

CLIENT

SH READING MASTER LLP

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T:+44(0)20 7305 0404

SHEET IDENTIFICATION

TITLE

01 SITE PLANS
EXISTING

PHASING PLAN

STATUS

FOR PLANNING

PROJECT NUMBER		DATE DRAWN:	21/08/19
050-170073		SCALE @ A1:	1 : 500
		DRAWN BY:	AJ
		CHECKED BY:	YL

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHRN	CRL	SW	ZZ	PL

ROLE	NUMBER	REVISION
A	0115	P01

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20/05/2020 22:18:27

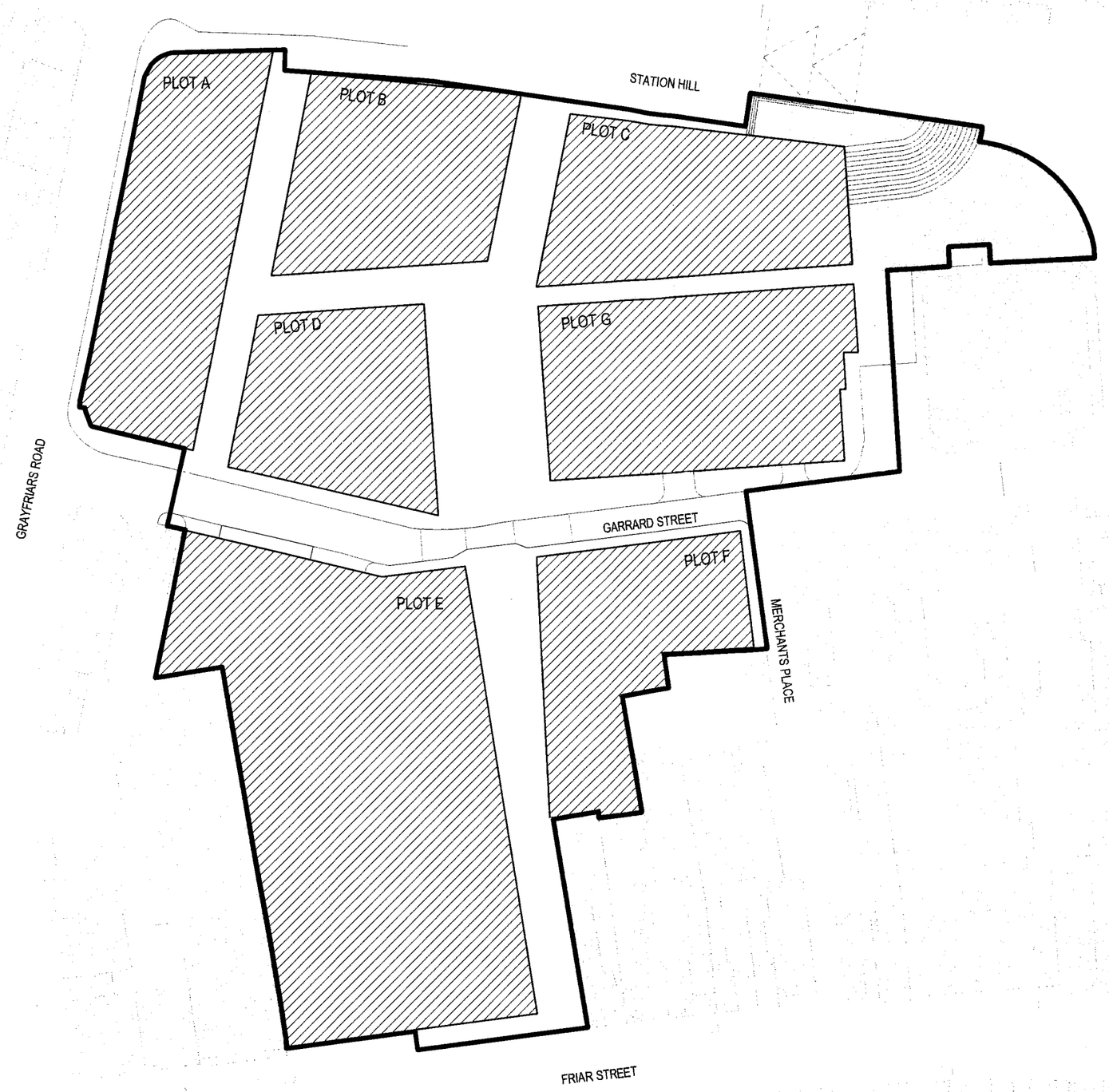
PLAN 7

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Parameter Plan - PLAN 7 - Interface Area
1 : 500

KEY

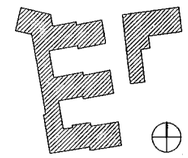
- APPLICATION BOUNDARY
- DEVELOPMENT PLOT
- INTERFACE AREA

N

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REV No.	DATE	DESCRIPTION	DWN	CHK
P10	2019-0816	Issued for Planning		

KEY PLAN



PROJECT

Station Hill, Reading

CLIENT

SH Reading Master LLP

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CallisonRTKL - UK Ltd.

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SHEET IDENTIFICATION

TITLE

Building Parameters - PLAN 7 - Interface Area

STATUS

Planning

PROJECT NUMBER	DATE DRAWN:	08/16/19
050-170073	SCALE @ A1:	As indicated
	DRAWN BY:	AR
	CHECKED BY:	MD

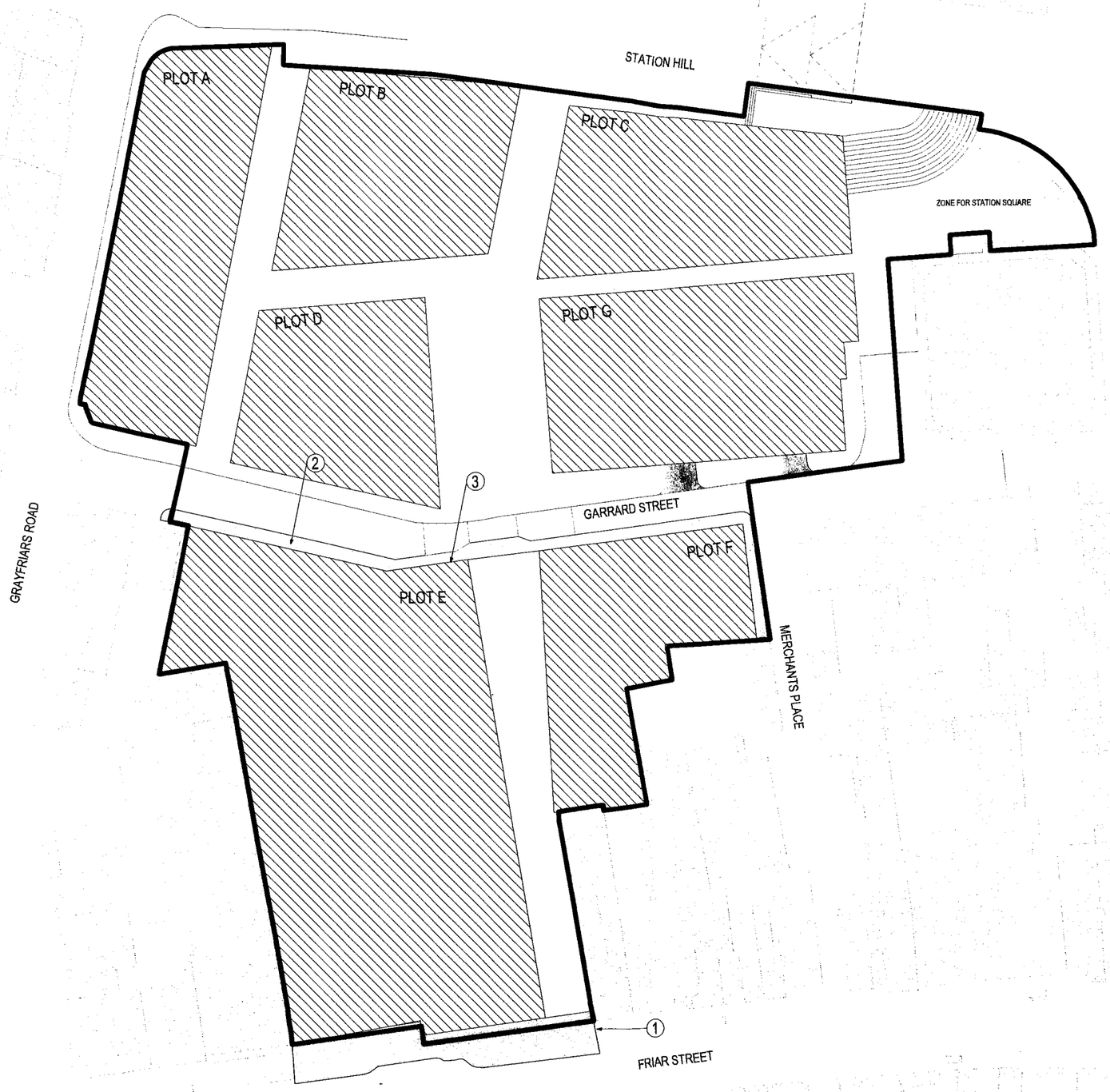
PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHR	CRL	SB	ZZ	PL

ROLE	NUMBER	REVISION
A	100-137-	P10

16/08/2019 18:15:35

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PLAN 8A



00 Parameter Plan_PLAN 8b - S106 Highways Works Plan B South Site
1 : 500

APPLICATION BOUNDARY
DEVELOPMENT PLOTS
HIGHWAY WORKS

1. FOOTWAY UPGRADE IN VICINITY OF FRIARS WALK.
2. UPGRADE GARRARD STREET TO INCLUDE NEW FOOTWAY, NEW KERBS AND CARRIAGEWAYS , RESURFACING WHERE NECESSARY AND ALTERATIONS TO ROAD MARKINGS.
3. ALTERATIONS TO ACCESS.

GENERAL NOTES

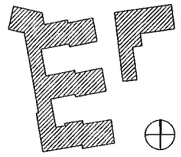
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REV No.	DATE	DESCRIPTION	DWN	CHK
P13	2019-10-18	Updated for Planning		
P12	2019-08-16	Updates for Planning		
P11	2019-09-05	Updates for Planning		
P10	2019-07-29	Updates for Planning		

KEY PLAN



PROJECT

Station Hill, Reading

CLIENT

SH Reading Master LLP

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London EC4A 4AB

T:+44(0)20 7305 0404

SHEET IDENTIFICATION

TITLE

Building Parameters - PLAN 8b - S106 Highway Works Plan B South Side

STATUS

Planning

PROJECT NUMBER	DATE DRAWN:	04/28/19
050-170073	SCALE @ A1:	As Indicated
	DRAWN BY:	Author
	CHECKED BY:	Checker

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHR	CRL	SB	ZZ	PL

ROLE	NUMBER	REVISION
A	100-127	P13

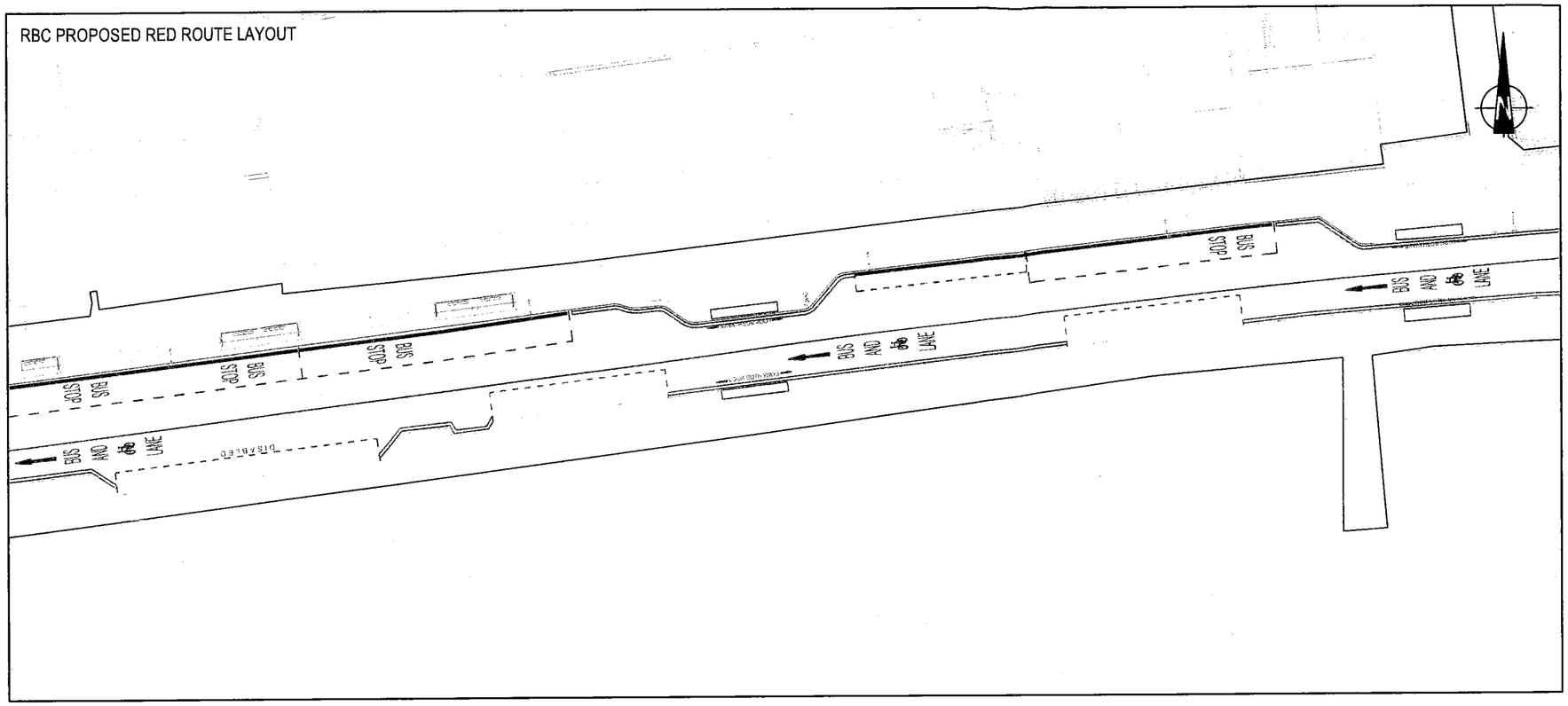
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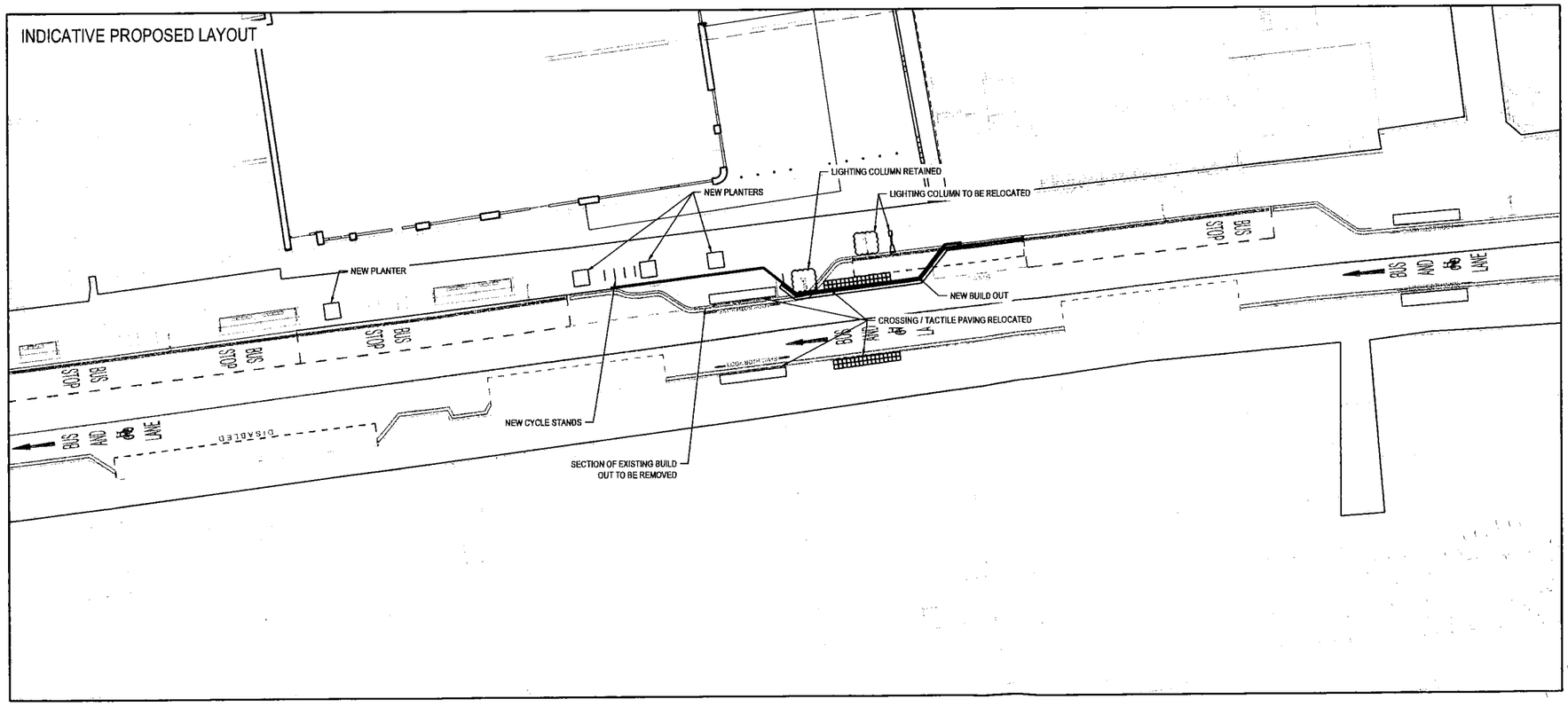
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PLAN 8B

RBC PROPOSED RED ROUTE LAYOUT



INDICATIVE PROPOSED LAYOUT



KEY:

HIGHWAY BOUNDARY

EXISTING SCHEME:
RED ROUTE ROAD MARKINGS

STATION HILL SCHEME:
PROPOSALS
RED ROUTE ROAD MARKINGS
ROAD MARKINGS

Mark	Revision	Date	Drawn	Chkd	Appd
B	INDICATIVE LIGHTING COLUMN LOCATION	05.09.19	CE	CB	CB
A	PLAN FOR 106 AGREEMENT	16.08.19	CE	CB	CB

SCALING NOTE: Do not scale from this drawing. If in doubt, ask.
UTILITIES NOTE: The position of any existing public or private sewers, utility services, plant or apparatus shown on this drawing is believed to be correct, but no warranty to this is expressed or implied. Other such plant or apparatus may also be present but not shown. The Contractor is therefore advised to undertake their own investigation where the presence of any existing sewers, services, plant or apparatus may affect their operations.

Drawing Issue Status: INDICATIVE

STATION HILL 4
FRIAR STREET
INDICATIVE HIGHWAY ALTERATIONS
PLAN 9A

Client: LINCOLN MGT

Date of 1st Issue	Designed	Drawn
27/06/19	-	JHC
A3 Scale	Checked	Approved
1:500	CB	CB

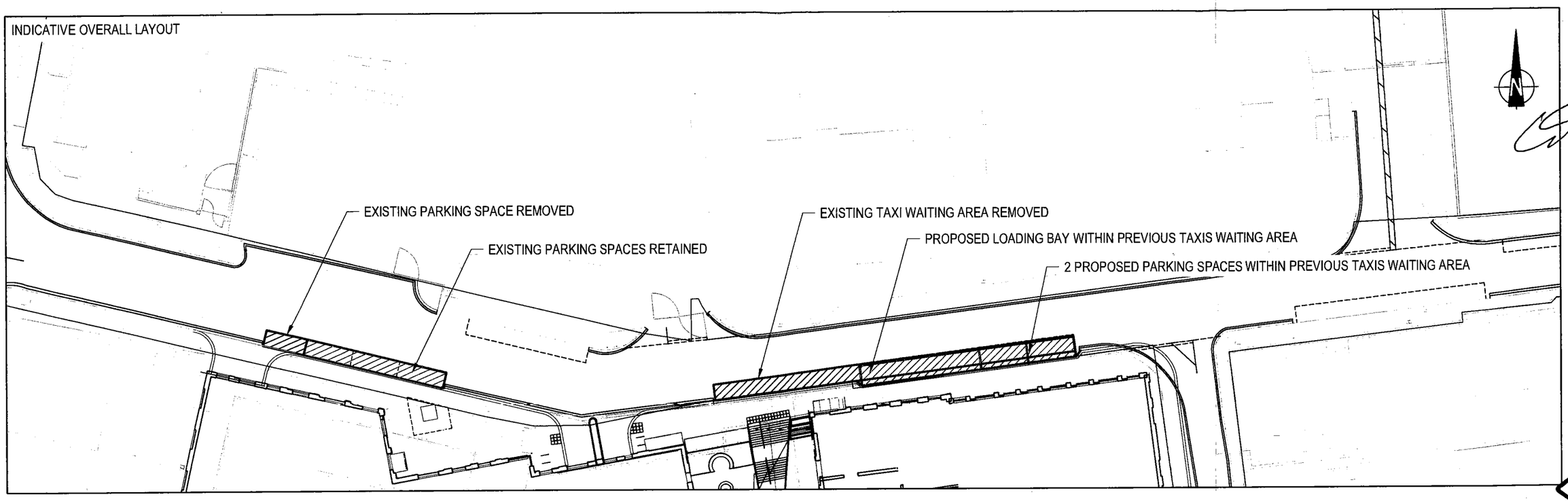
Drawing Number: 44470/5501/010
Revision: B

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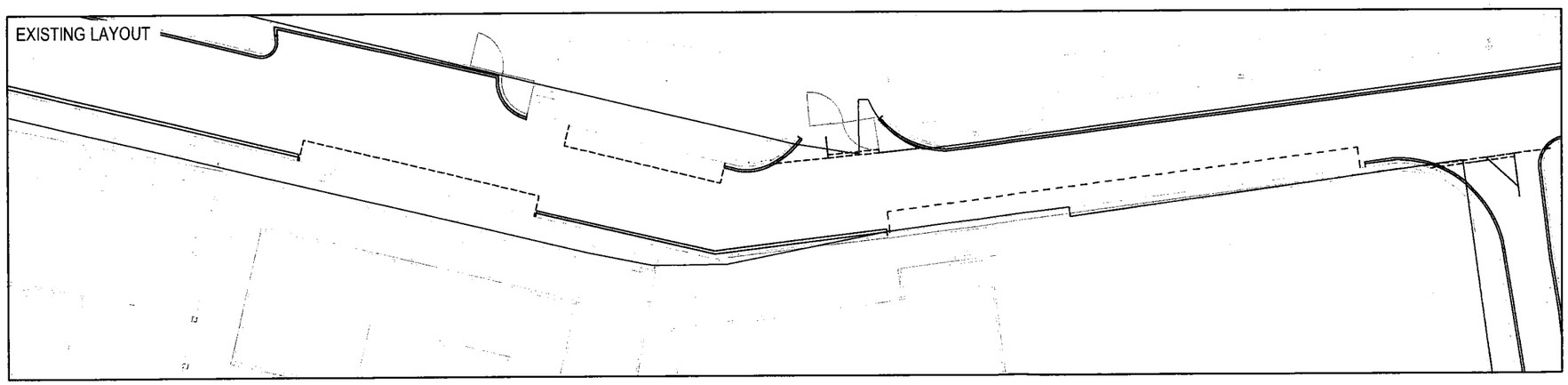
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PLAN 8C

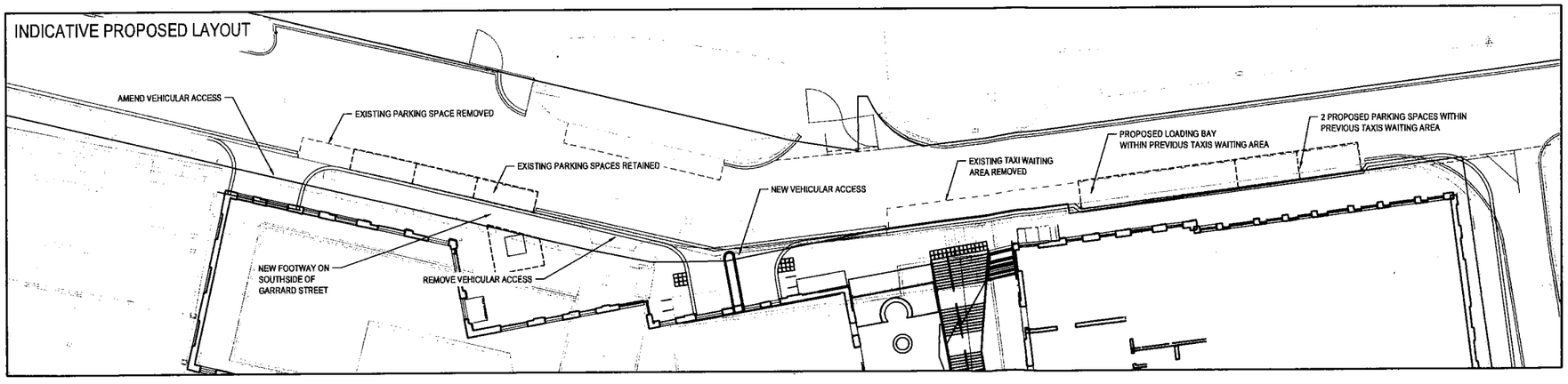
INDICATIVE OVERALL LAYOUT



EXISTING LAYOUT



INDICATIVE PROPOSED LAYOUT



KEY:

- HIGHWAY BOUNDARY
- PROPOSED ON-STREET ARRANGEMENT
- REMOVAL OF EXISTING ON-STREET ARRANGEMENT
- PROPOSED BUILDING LINE

Mark	Revision	Date	Drawn	Chkd	Appd
A	PLAN FOR 106 AGREEMENT	16.08.19	CE	CB	CB

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Drawing Issue Status: INDICATIVE

STATION HILL 4
GARRARD STREET
INDICATIVE HIGHWAY ALTERATIONS
PLAN 9B

Client: LINCOLN MGT

Date of 1st Issue	Designed	Drawn
27/06/19	-	JHC
A3 Scale	Checked	Approved
1:500	DJW	CB

Drawing Number: 44470/5501/011 — Revision: A

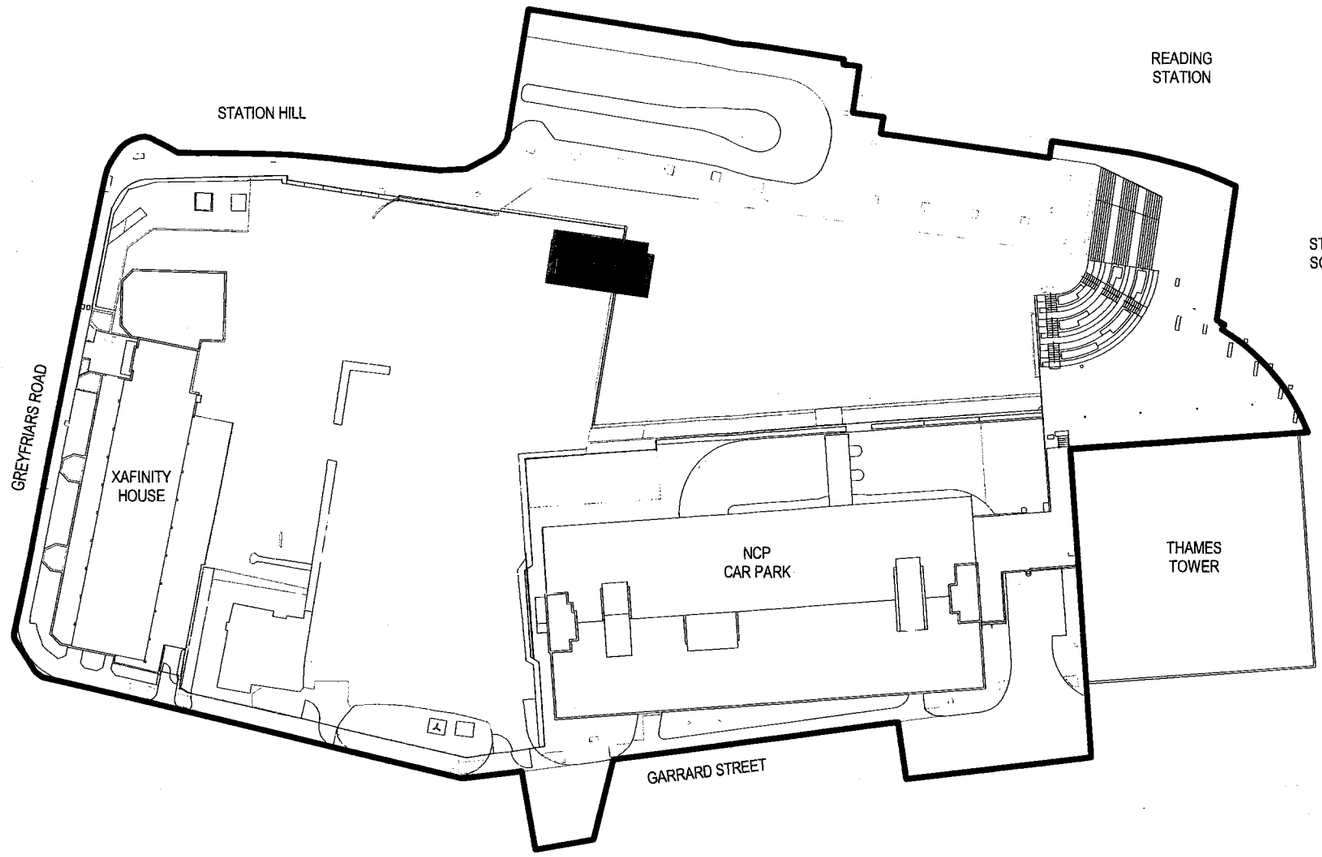
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PLAN 9



KEY
- APPLICATION SITE BOUNDARY
- BISCUIT TIN LOCATION

GENERAL NOTES
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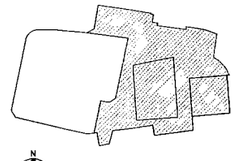
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REV No.	DATE	DESCRIPTION	DWN	CHK
P10	29/04/2021	ISSUED FOR COMMENT	AR	

KEY PLAN



PROJECT
STATION HILL NORTH, READING

CLIENT
SH READING MASTER LLP

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CALLISONRTKL

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SHEET IDENTIFICATION

TITLE
01 SITE PLANS

PHASE 2 - S106 - BISCUIT TIN

STATUS
FOR PLANNING

PROJECT NUMBER	DATE DRAWN:	04/23/21
050-170073	SCALE @ A1:	1 : 500
	DRAWN BY:	AR
	CHECKED BY:	JB

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHRN	CRL	SW	ZZ	PL

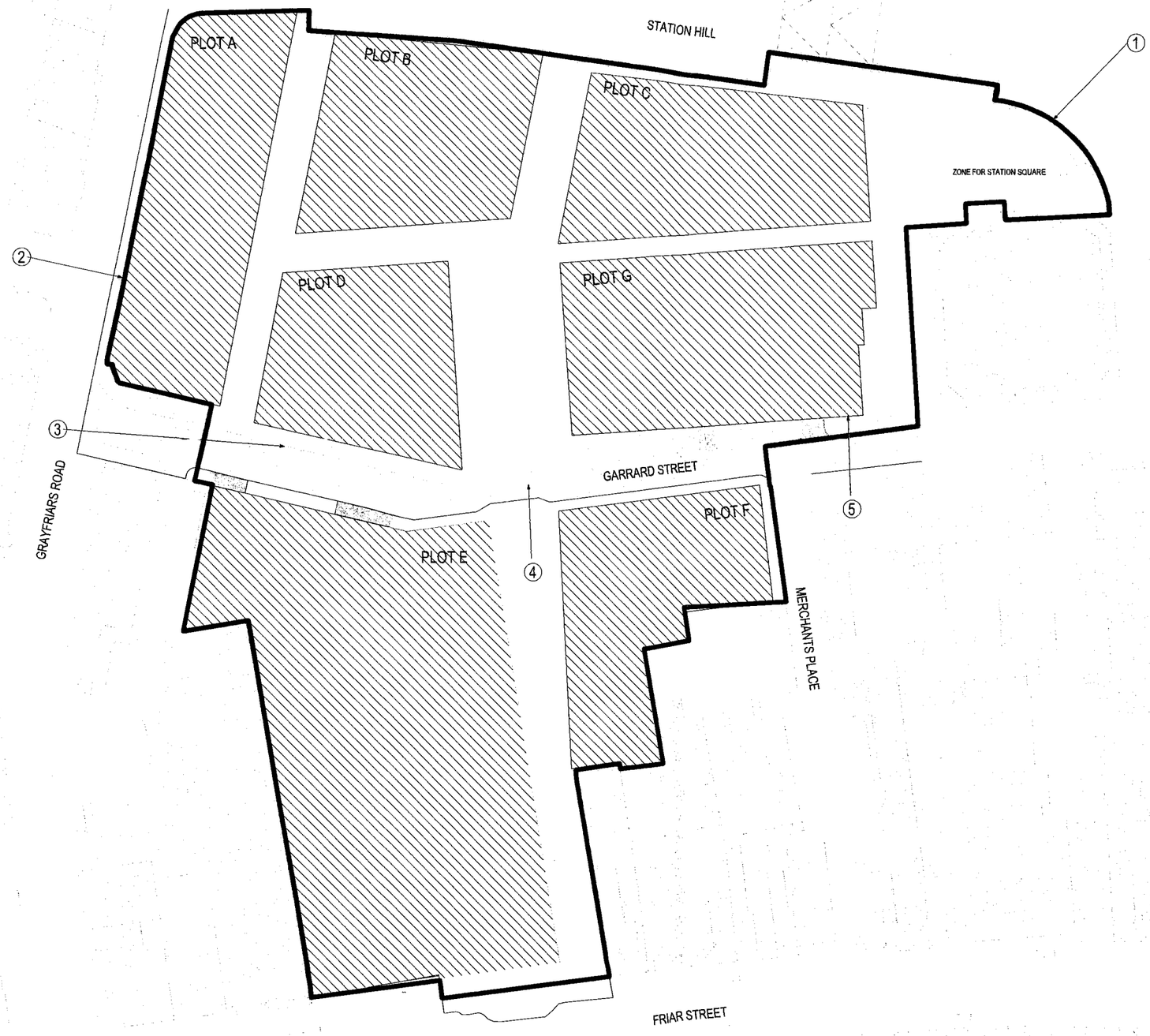
ROLE	NUMBER	REVISION
A	0123	P10

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29/04/2021 12:02:41

PLAN 10



00 Parameter Plan_PLAN 8a - S106 Highways Works Plan A North Site
1 : 500

APPLICATION BOUNDARY
DEVELOPMENT PLOTS
HIGHWAY WORKS

1. INTERCHANGE BETWEEN THE DEVELOPMENT AND HIGHWAY ALONG THE APPLICATION BOUNDARY.
2. FOOTWAY UPGRADE ALONG GREYFRIARS ROAD.
3. UPGRADE GARRARD STREET TO INCLUDE NEW FOOTWAY, NEW KERBS AND CARRIAGEWAY, RESURFACING WHERE NECESSARY.
4. CREATION OF PEDESTRIAN CROSSING.
5. ALTERATIONS TO CAR PARK ACCESS/EGRESS.

N

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GENERAL NOTES

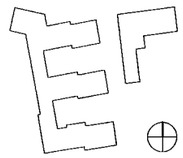
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REV No.	DATE	DESCRIPTION	DWN	CHK
P14	2019-1024	Updated following RBC comments		
P13	2019-1015	Updated for Planning		
P12	2019-0816	Updates for Planning		
P11	2019-0808	Updates for Planning		
P10	2019-0729	Updates for Planning		

KEY PLAN



PROJECT
Station Hill, Reading

CLIENT
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London EC4A 4AB

T:+44(0)20 7306 0404

SHEET IDENTIFICATION

TITLE
Building Parameters - PLAN 8a - S106 Highway Works Plan A North Site

STATUS
Planning

PROJECT NUMBER	050-170073	DATE DRAWN:	04/28/19
		SCALE @ A1:	As Indicated
		DRAWN BY:	Author
		CHECKED BY:	Checker

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHR	CRL	NS	ZZ	PL

ROLE	NUMBER	REVISION
A	100-128	P14

24/10/2018 14:59:33

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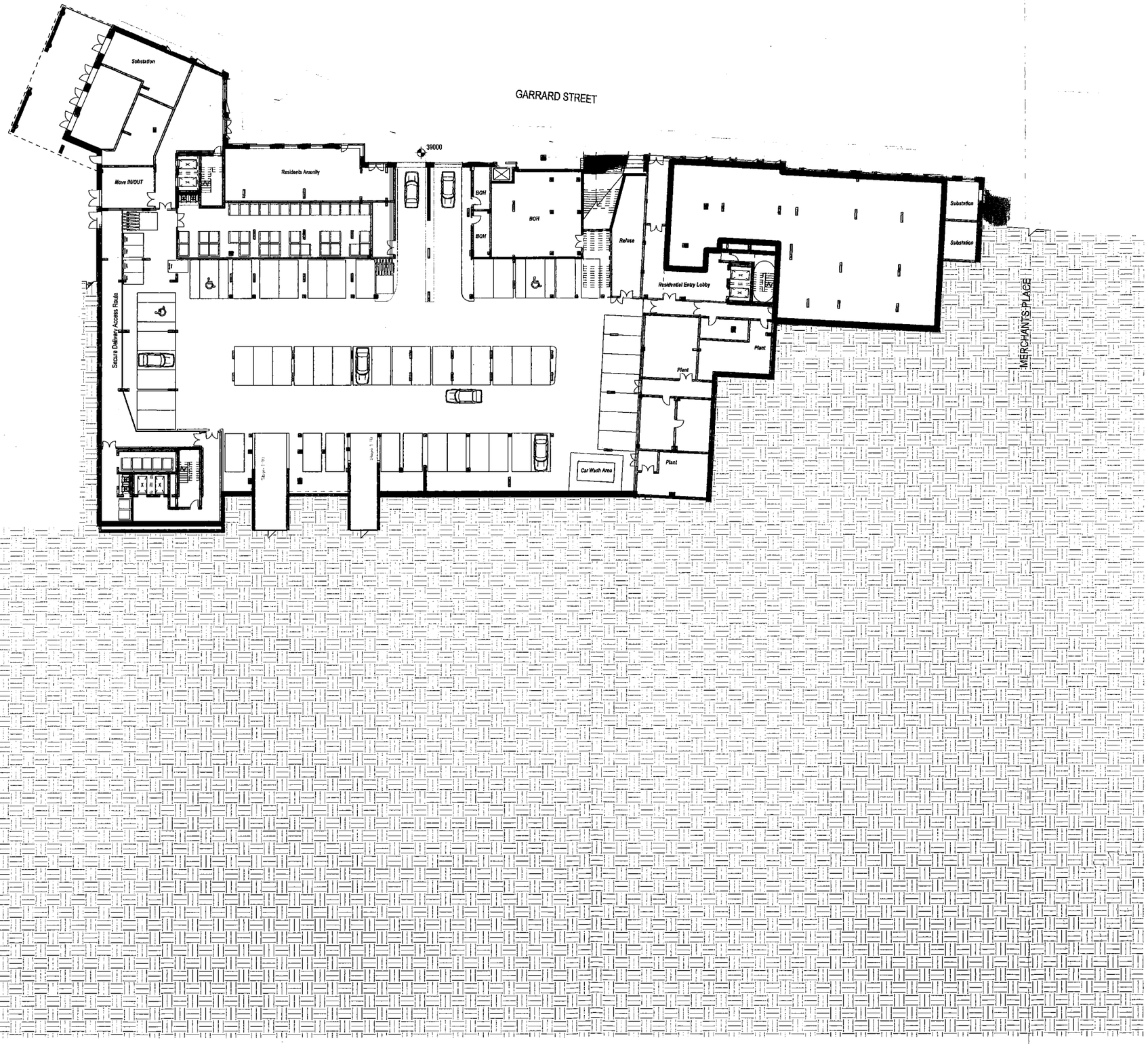
PLAN 11A

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Family Leisure Facilities

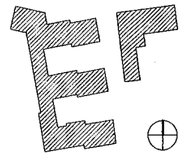


Parameter Plan - PLAN 11a - Lower Ground Floor Level
1 : 250

N

REV No.	DATE	DESCRIPTION	DWN	CHK
P12	2019-1004	Updated for Planning		
P11	2019-0816	Updates for Planning		
P10	2019-0806	Issued for Planning		

KEY PLAN



PROJECT
Station Hill, Reading

CLIENT
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SHEET IDENTIFICATION

TITLE
Building Parameters - PLAN 11a - Family Facilities - Lower Ground Floor Level (39 AOD)

STATUS
Planning

PROJECT NUMBER	DATE DRAWN:	06/08/19
050-170073	SCALE @ A1:	1 : 250
	DRAWN BY:	AR
	CHECKED BY:	AR

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHR	CRL	SB	LG	PL

ROLE	NUMBER	REVISION
A	100-130	P12

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PLAN 11B

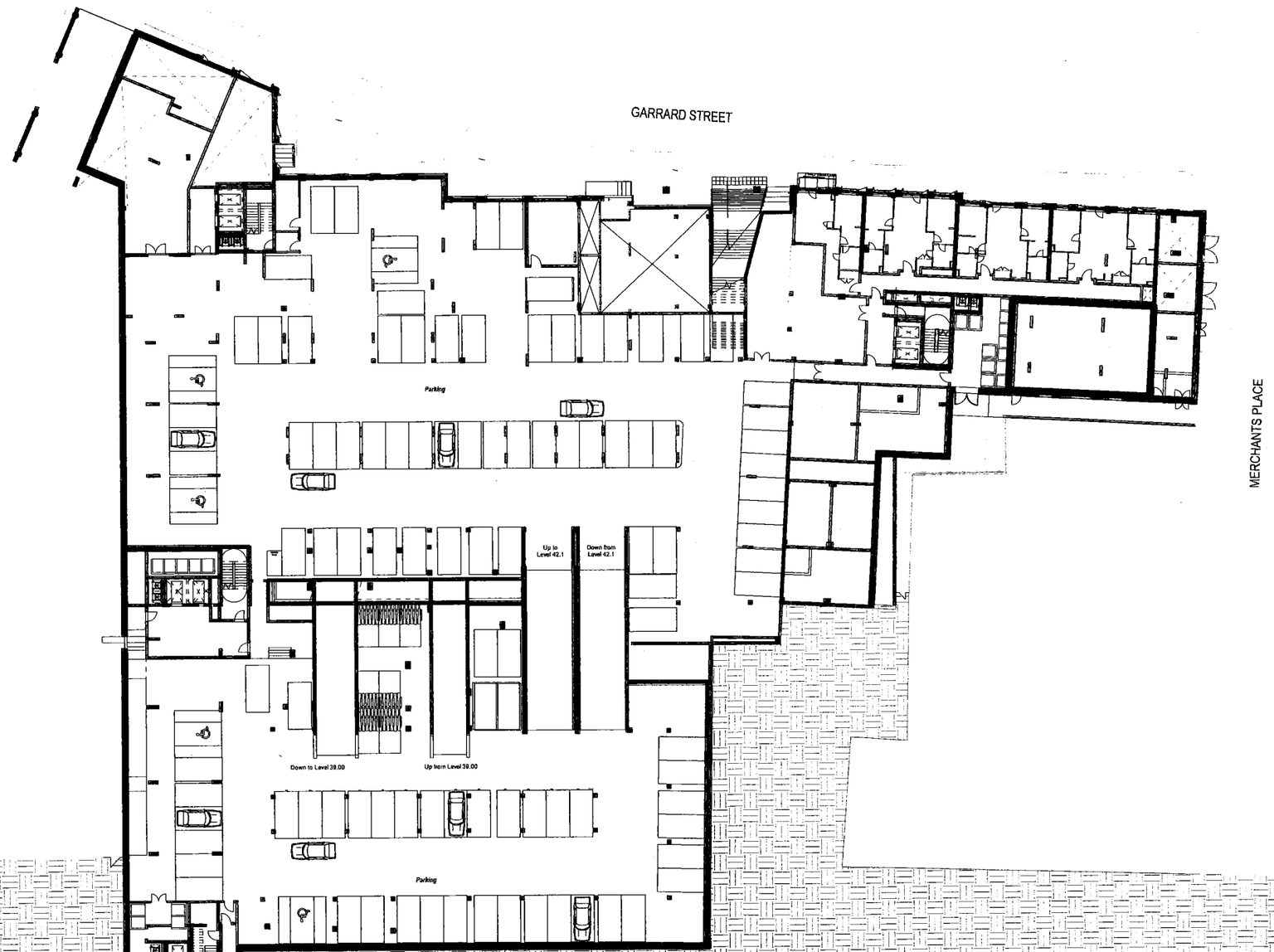
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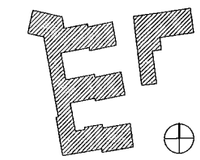
Family Leisure Facilities



Parameter Plan - PLAN 11b - Mezzanine Floor Level
1 : 250

REV No.	DATE	DESCRIPTION	DWN	CHK
P12	2019-1004	Updated for Planning		
P11	2019-0815	Updates for Planning		
P10	2019-0808	Issued for Planning		

KEY PLAN



PROJECT
Station Hill, Reading

CLIENT
SH Reading Master LLP

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SHEET IDENTIFICATION

TITLE
Building Parameters - PLAN 11b - Family Facilities - Mezzanine Floor Level (42.1 AOD)

STATUS
Planning

PROJECT NUMBER	050-170073	DATE DRAWN:	05/09/19
		SCALE @ A1:	1 : 250
		DRAWN BY:	AR
		CHECKED BY:	AR

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHR	CRL	SB	MZ	PL

ROLE	NUMBER	REVISION
A	100-131	P12

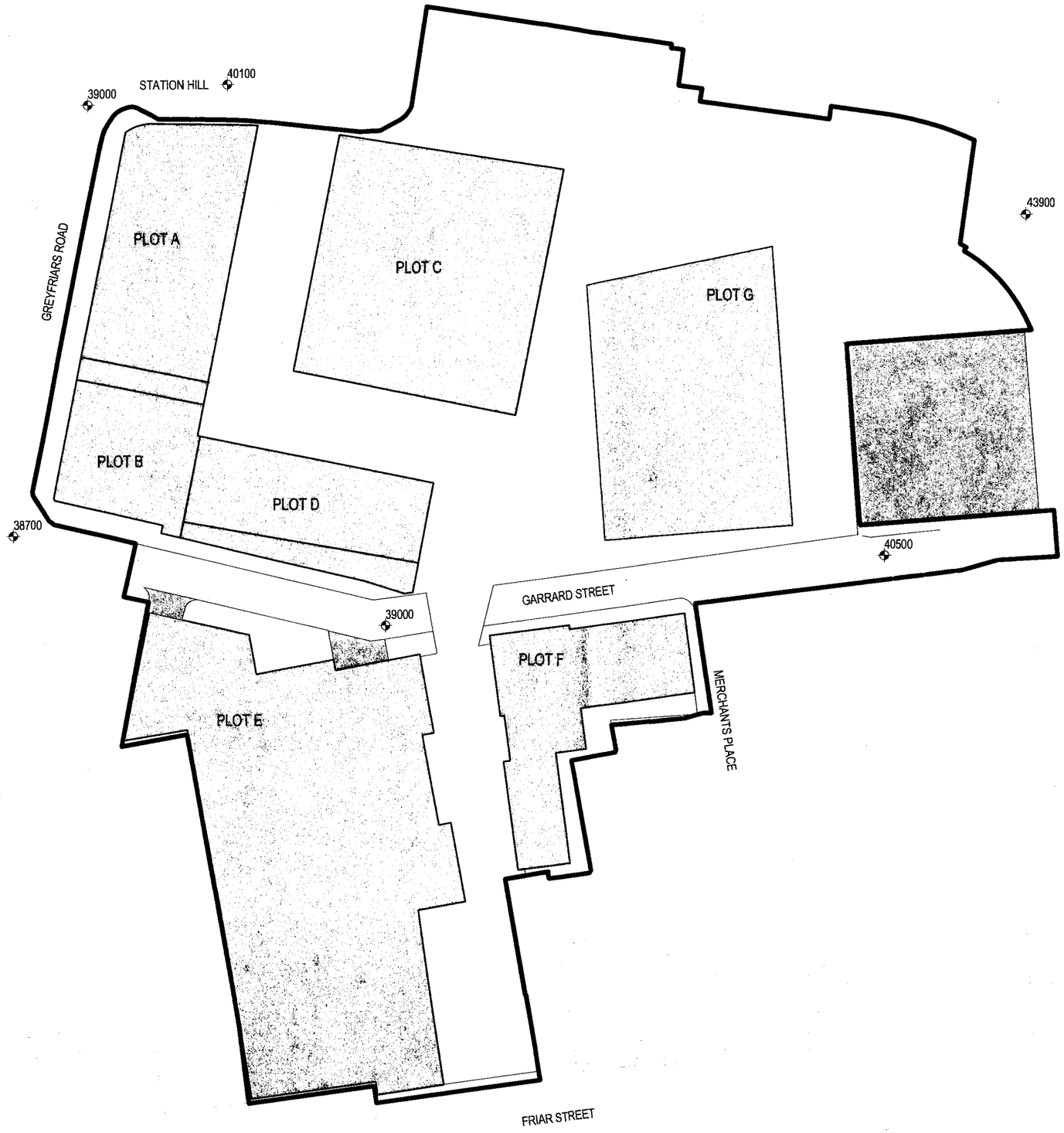
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15/10/2019 17:12:50

PLAN 12



KEY

APPLICATION SITE BOUNDARY

DEVELOPMENT PLOTS

NOTE:
THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH THE DESIGN CODE SUBMITTED AS PART OF THE PLANNING APPLICATION

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REV No.	DATE	DESCRIPTION	DWN	CHK
P10	23/06/2021	FIRST ISSUE	AR	

KEY PLAN

PROJECT

STATION HILL NORTH, READING

CLIENT

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SHEET IDENTIFICATION

TITLE

PHASE 2 - S106 - BUILDING PLOTS

STATUS

FOR PLANNING

PROJECT NUMBER	DATE DRAWN:	06/23/21
050-170073	SCALE @ A1:	1 : 500
STATUS	DRAWN BY:	AR
	CHECKED BY:	MD

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHRN - CRL - S2 - 00 - PL				

ROLE	NUMBER	REVISION
A - 1026 - P10		

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23/06/2021 07:23:44

PLAN 13A

READING STATION

STATION ENTRANCE

SUBWAY ACCESS

STATION SQUARE

44600

44100

45000

47500

THAMES TOWER

GARRARD STREET

KEY

- APPLICATION SITE BOUNDARY
- DETAILED APPLICATION (BUILDING)
- PUBLIC LIFT
- GARRARD STREET BRIDGE & STEPS ACCESS
- PODIUM WORKS

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REV NO.	DATE	DESCRIPTION
P10	23/06/2021	FIRST ISSUE

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SHEET IDENTIFICATION

TITLE

PHASE 2 - S106 - PUBLIC REALM ACCESS

STATUS

FOR PLANNING

PROJECT NUMBER
050-170073

DATE DRAWN: 06/23/21
SCALE @ A3: 1 : 500
DRAWN BY: AR
CHECKED BY: MD

DRAWING NUMBER

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHRN	CRL	S2	00	PL

ROLE	NUMBER	REVISION
A	1025	P10

23/06/2021 06:46:23

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PLAN 13B

REFER TO
GENSLER
DETAILED
DRAWING SET

APPLICATION BOUNDARY (INDICATIVE)

APPLICATION BOUNDARY (INDICATIVE)

STATION HILL

GARRARD STREET

SITE

GENERAL NOTES

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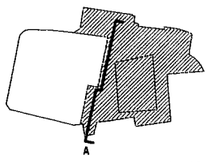
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REV No.	DATE	DESCRIPTION	DWN	CHK
P01	22/05/2020	SECOND ISSUE		
P00	13/12/2019	FIRST ISSUE		

KEY PLAN



PROJECT

STATION HILL NORTH, READING

CLIENT

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SHEET IDENTIFICATION

TITLE

31 GA SECTIONS 1:250

PHASE 2: DETAILED PLANNING APPLICATION

PROPOSED SECTION A

STATUS

FOR PLANNING

PROJECT NUMBER	DATE DRAWN	22/05/20
060-170073	SCALE @ A1	1 : 250
	DRAWN BY	WS
	CHECKED BY	YL

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHRN - CRL - S2 - ZZ - PL				

ROLE	NUMBER	REVISION
A - 3105 - P01		

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5/21/2020 10:03:20 PM

PLAN 14

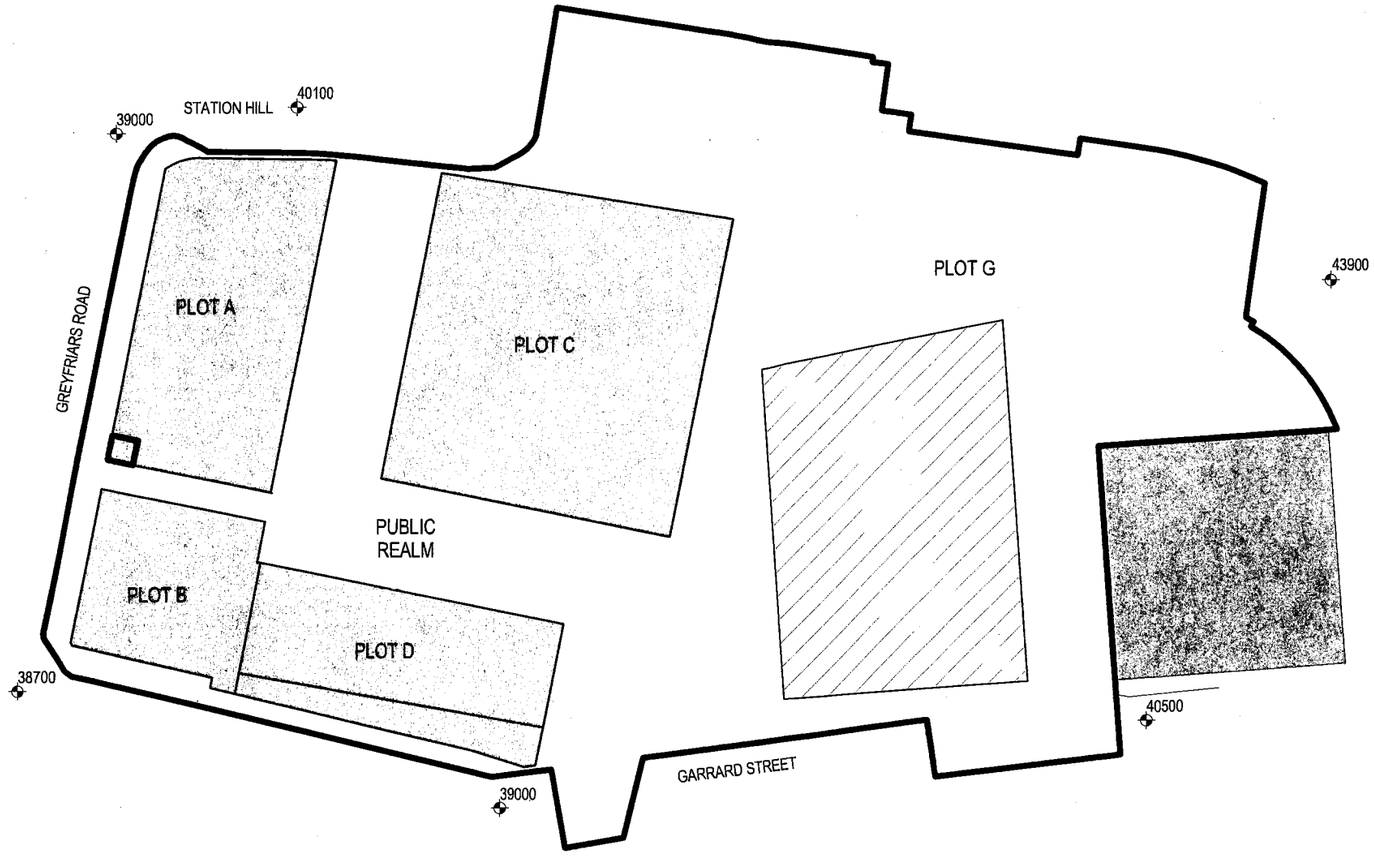
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KEY

- APPLICATION SITE BOUNDARY
- BUILDING PLOTS
- PUBLIC LIFT (INDICATIVE LOCATION)
- DETAILED APPLICATION (BUILDING)

REV No.	DATE	DESCRIPTION	DWN	CHK
P10	23/06/2021	FIRST ISSUE		AR

KEY PLAN

PROJECT

STATION HILL NORTH, READING

CLIENT

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London EC4A 4AB

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SHEET IDENTIFICATION

TITLE

PHASE 3 - S106 - PUBLIC LIFTS

STATUS

FOR PLANNING

PROJECT NUMBER	DATE DRAWN:	06/23/21
050-170073	SCALE @ A1:	1 : 500
STATUS	DRAWN BY:	AR
	CHECKED BY:	MD

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHRN	CRL	S2	ZZ	PL

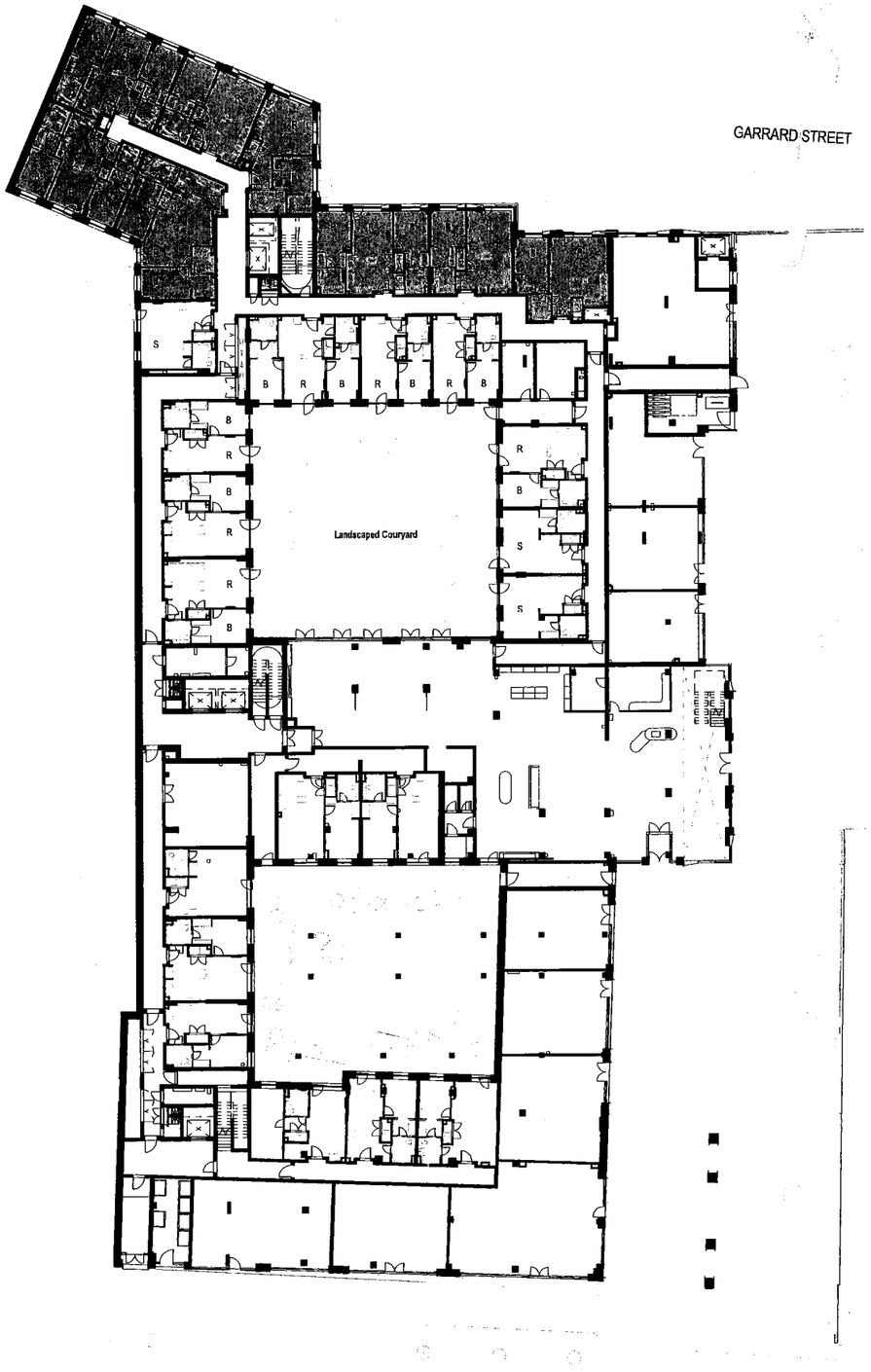
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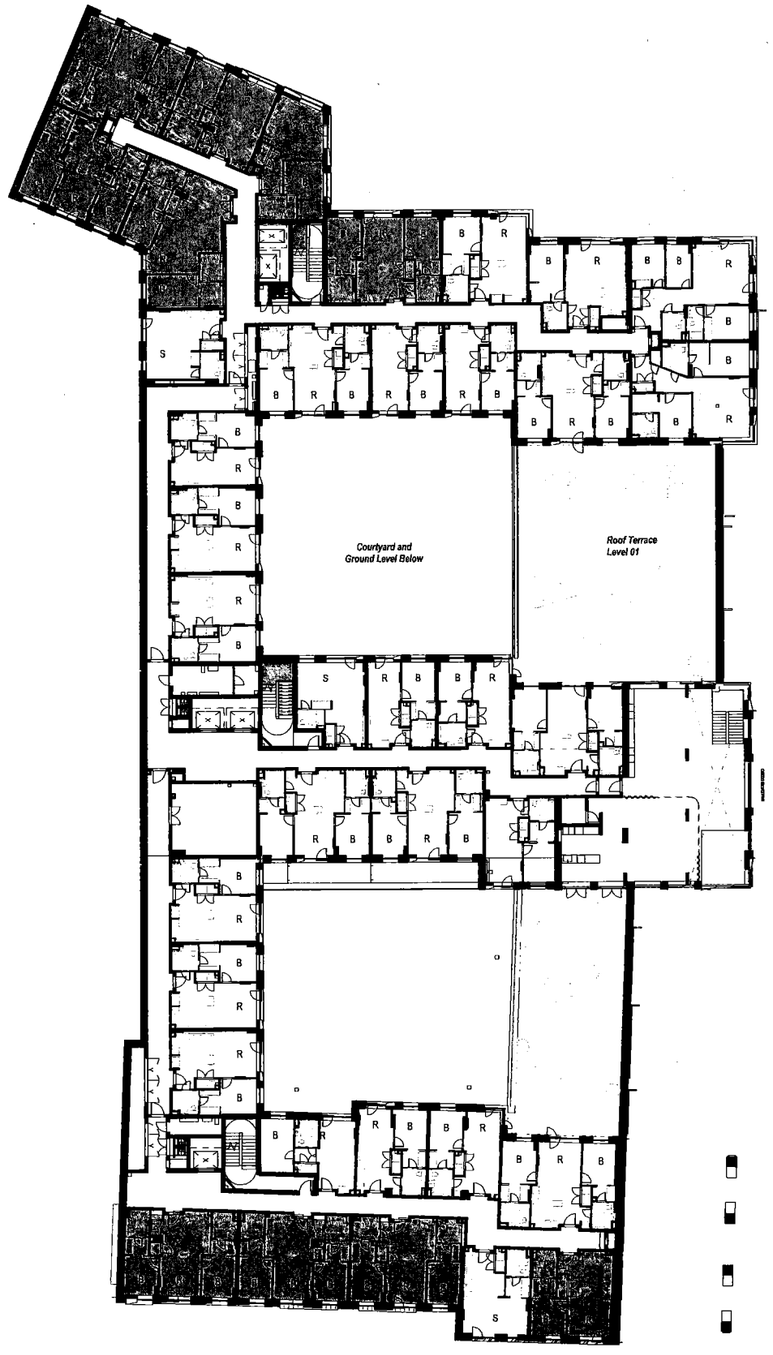
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BIM 360:\CRTKL-EMEUK-050-170073-Station Hill -North Site- Reading\SHRN-CRL-PH-ZZ-M3-A-0001.rvt 23/06/2021 07:59:00

PLAN 16A



Paramter Plan - PLAN 10a - Ground Floor Level (45.7 AOD)
1 : 250



Paramter Plan - PLAN 10b - Level 01
1 : 250

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Notes and material designations are typical for similar conditions unless otherwise indicated.

KEY

AFFORDABLE UNIT LOCATIONS

5% TOTAL No. 30

70% 2 BEDS (21)
30% 1 BEDS (09)

LEVEL 0 AFFORDABLE SUMMARY

1 BEDS: 4 No.
2 BEDS: 4 No.

TOTAL: 8 No..

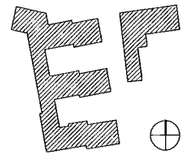
LEVEL 1 AFFORDABLE SUMMARY

1 BEDS: 3 No.
2 BEDS: 7 No.

TOTAL: 10 No.

REV No.	DATE	DESCRIPTION	DWN	CHK
P50	2021-0823	Updated to revised scheme	AR	

KEY PLAN



PROJECT
Station Hill, Reading

CLIENT
SH Reading Master LLP

CALLISONRTKL
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CallisonRTKL - UK Ltd.

25 Farringdon Street, 10th Floor
London EC4A 4AB

T:+44(0)20 7306 0404

SHEET IDENTIFICATION

TITLE
Building Parameters - PLAN 10a - Affordable Housing - Ground Floor & Level 01

STATUS
PLANNING

PROJECT NUMBER	DATE DRAWN:	08/10/19
050-170073	SCALE @ A1:	As Indicated
	DRAWN BY:	AR
	CHECKED BY:	MD

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHR	CRL	SB	ZZ	PL

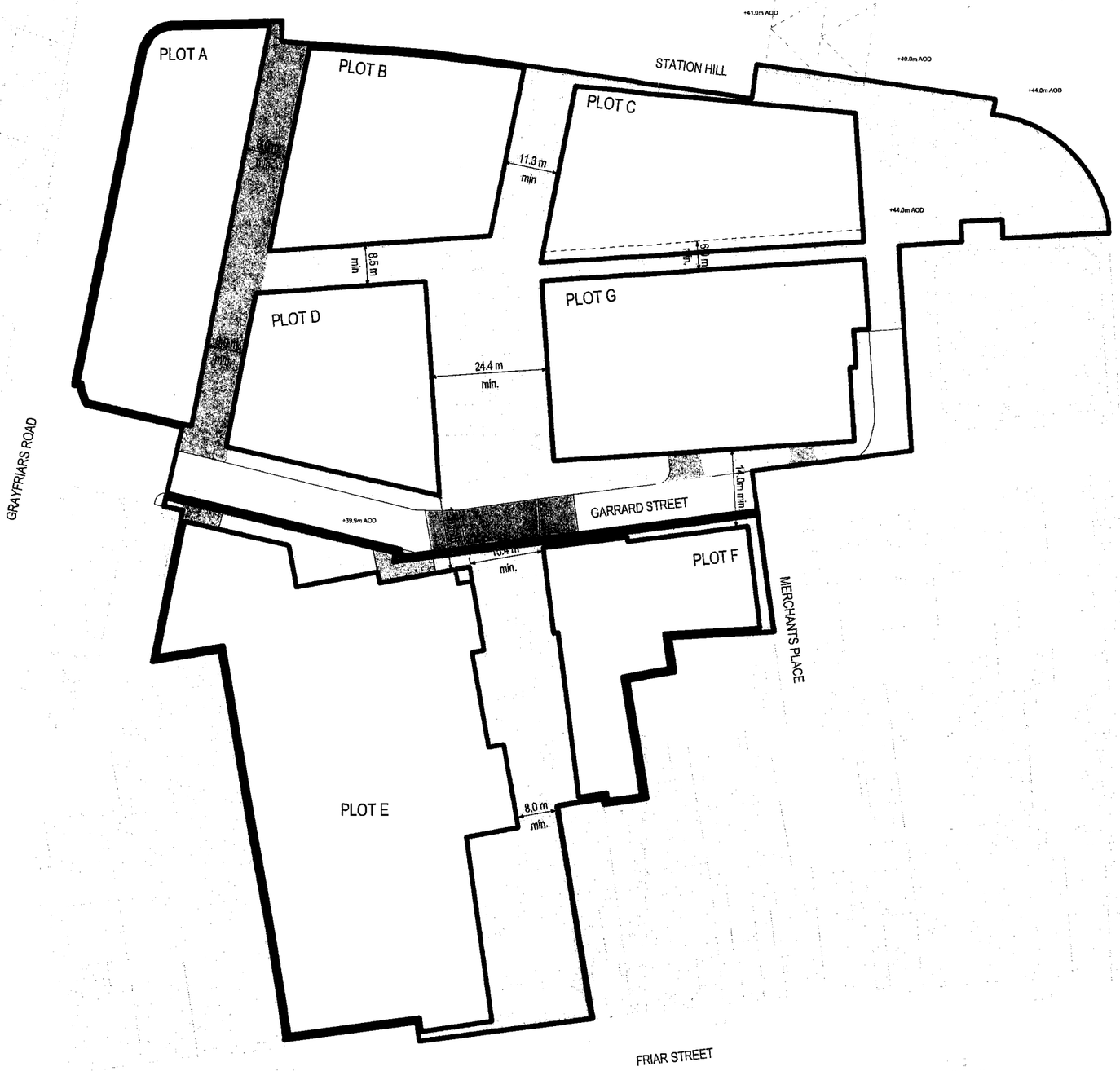
ROLE	NUMBER	REVISION
A	100-141	P50

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BIM 360://CRTKL-EMEIA-052-170073-Station Hill -South Shr-Reading/SHR-CRL-MA-ZZ-MO-A-000001-AReactPre-SB-Optimisation.rvt 23/06/2021 08:59:37

23/06/2021 08:59:37

PLAN 15



Parameter Plan_PLAN 12 - Public Realm and Public Lift Access
1 : 500

KEY

- SOUTH SITE APPLICATION BOUNDARY
- NORTH SITE (201536) APPLICATION BOUNDARY
- DEVELOPMENT PLOTS
- PUBLIC REALM
- SHARED PEDESTRIAN AND SERVICING AREA
- SHARED SURFACE/ CROSSING ZONE
- PUBLIC LIFT FROM GARRARD STREET TO FRIARS WALK
- ZONE FOR ARCADE

NOTE: ALL DIMENSIONS REFER TO A MINIMUM WIDTH TO BE MAINTAINED BETWEEN PLOTS.

0 5m 10m 20m 50m
Scale 1:500

N

BIM 360:acRTKL-EMEUK-050-170073-Station Hill -South Site-Reading/SHR-CRL-MA-ZZ-M3-A-000001-SheetFile-SB-Optimisation.rvt 29/09/2021 10:34:34

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REV No.	DATE	DESCRIPTION	DWN	CHK
P50	2021-0629	Updated plan		AR

KEY PLAN

PROJECT

Station Hill, Reading

CLIENT

SH Reading Master LLP

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CallisonRTKL - UK Ltd.

25 Farringdon Street, 10th Floor
London EC4A 4AB

T:+44(0)20 7308 0404

SHEET IDENTIFICATION

TITLE

Building Parameters - PLAN 12 - Public realm and public lift access

STATUS

PLANNING

PROJECT NUMBER	DATE DRAWN:	09/09/19
050-170073	SCALE @ A1:	As indicated
	DRAWN BY:	AR
	CHECKED BY:	AR

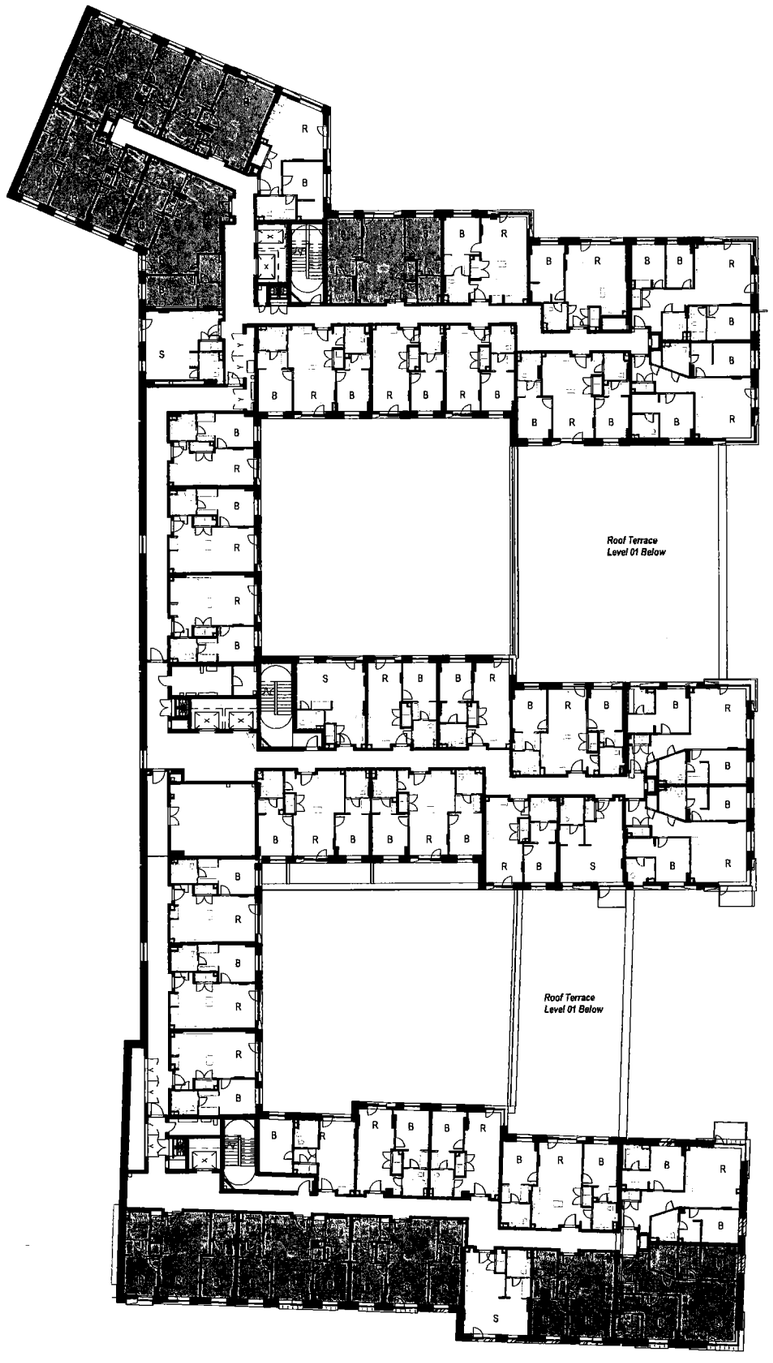
PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHR	CRL	SB	ZZ	PL

ROLE	NUMBER	REVISION
A	100-143	P50

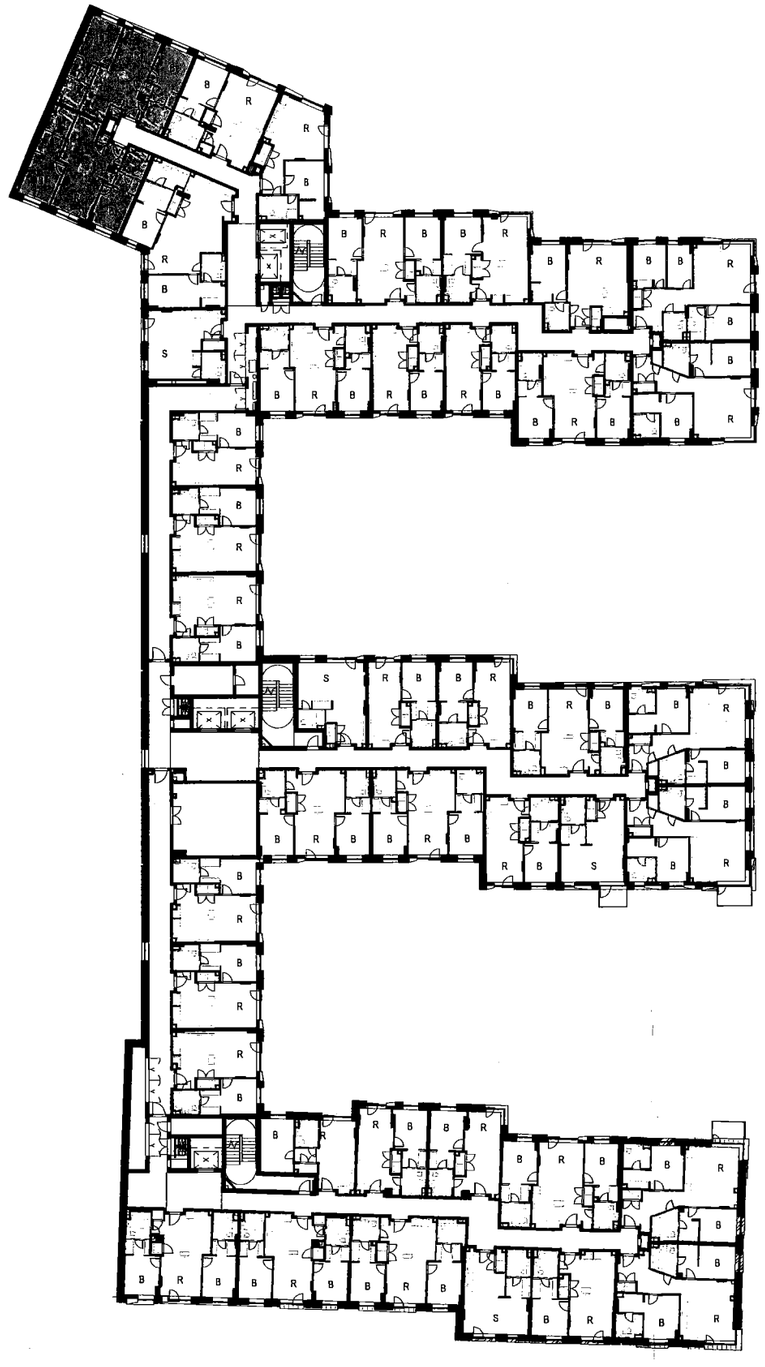
29/09/2021 10:34:34

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PLAN 16B



Paramter Plan - PLAN 10b - Level 02
1 : 250



Paramter Plan - PLAN 10b - Level 03
1 : 250

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Notes and material designations are typical for similar conditions unless otherwise indicated.

KEY

AFFORDABLE UNIT LOCATIONS

5% TOTAL No. 30

70% 2 BEDS (21)
30% 1 BEDS (09)

LEVEL 2 AFFORDABLE SUMMARY

1 BEDS: 2 No.
2 BEDS: 8 No.

TOTAL: 10 No.

LEVEL 3 AFFORDABLE SUMMARY

2 BEDS: 2 No.

TOTAL: 2 No.

REV No.	DATE	DESCRIPTION	DWN	CHK
P50	2021-0823	Updated to revised scheme	AR	

KEY PLAN

PROJECT
Station Hill, Reading

CLIENT
SH Reading Master LLP

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CallisonRTKL - UK Ltd.

25 Farringdon Street, 10th Floor
London EC4A 4AB

T:+44(0)20 7306 0404

SHEET IDENTIFICATION

TITLE
Building Parameters - PLAN 10b - Affordable Housing - Levels 02-03

STATUS
PLANNING

PROJECT NUMBER	DATE DRAWN:	05/10/19
050-170073	SCALE @ A1:	As Indicated
	DRAWN BY:	AR
	CHECKED BY:	MD

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHR	CRL	SB	ZZ	PL

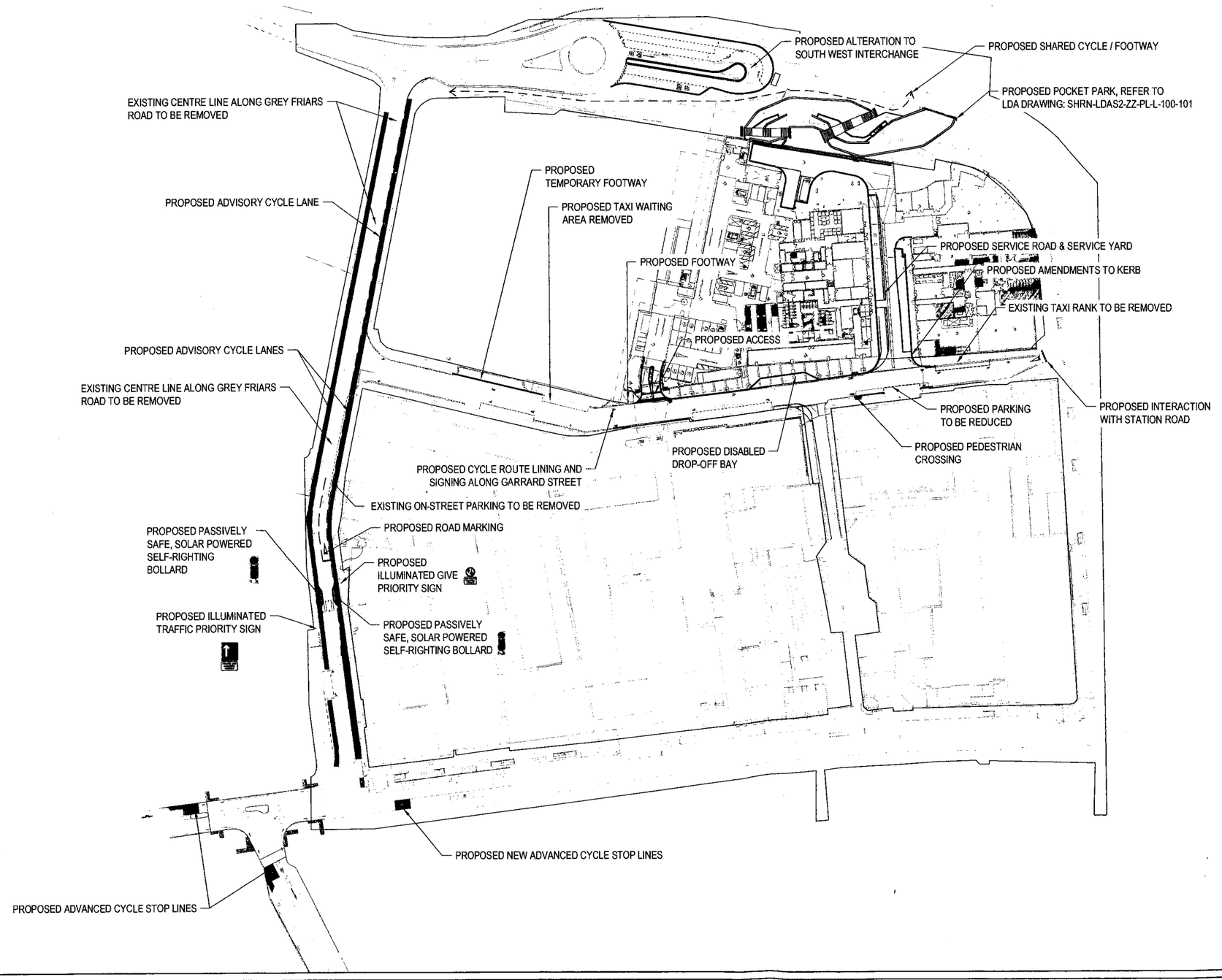
ROLE	NUMBER	REVISION
A	100-142	P50

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BIM 360://CRTKL-EMEIA-050-170073-Station Hill -South Site-Reading/SHR-CRL-AA-ZZ-M3-A-000001-SheetFile-SB-Optimization.rvt 23/08/2021 09:20:59

23/08/2021 09:20:59

PLAN 17



KEY:
- - - PROPOSED SHARED FOOTWAY / CYCLEWAY
—— HIGHWAY BOUNDARY
PROPOSED ADVISORY CYCLE LANE AREA. MATERIALS TO BE IN ACCORDANCE TO READING BOROUGH COUNCIL REQUIREMENTS

Mark	Revision	Date	Drawn	Chkd	Appd
D	UPDATED TRAFFIC CALMING	17.12.20	RC	CB	CB
C	UPDATED PROPOSED ALIGNMENT	21.09.20	SF	CB	
B	UPDATED SCHEME PHASING	16.07.20	RC	CB	
A	UPDATED SCHEME	03.06.20	RC	CB	

SCALING NOTE: Do not scale from this drawing. If in doubt, ask.
UTILITIES NOTE: The position of any existing public or private sewers, utility services, plant or apparatus shown on this drawing is believed to be correct, but no warranty to this is expressed or implied. Other such plant or apparatus may also be present but not shown. The Contractor is therefore advised to undertake their own investigation where the presence of any existing sewers, services, plant or apparatus may affect their operations.

Drawing Issue Status
FOR INFORMATION

STATION HILL READING
PHASE 2 (DETAILED APPLICATION) HIGHWAYS PROPOSALS

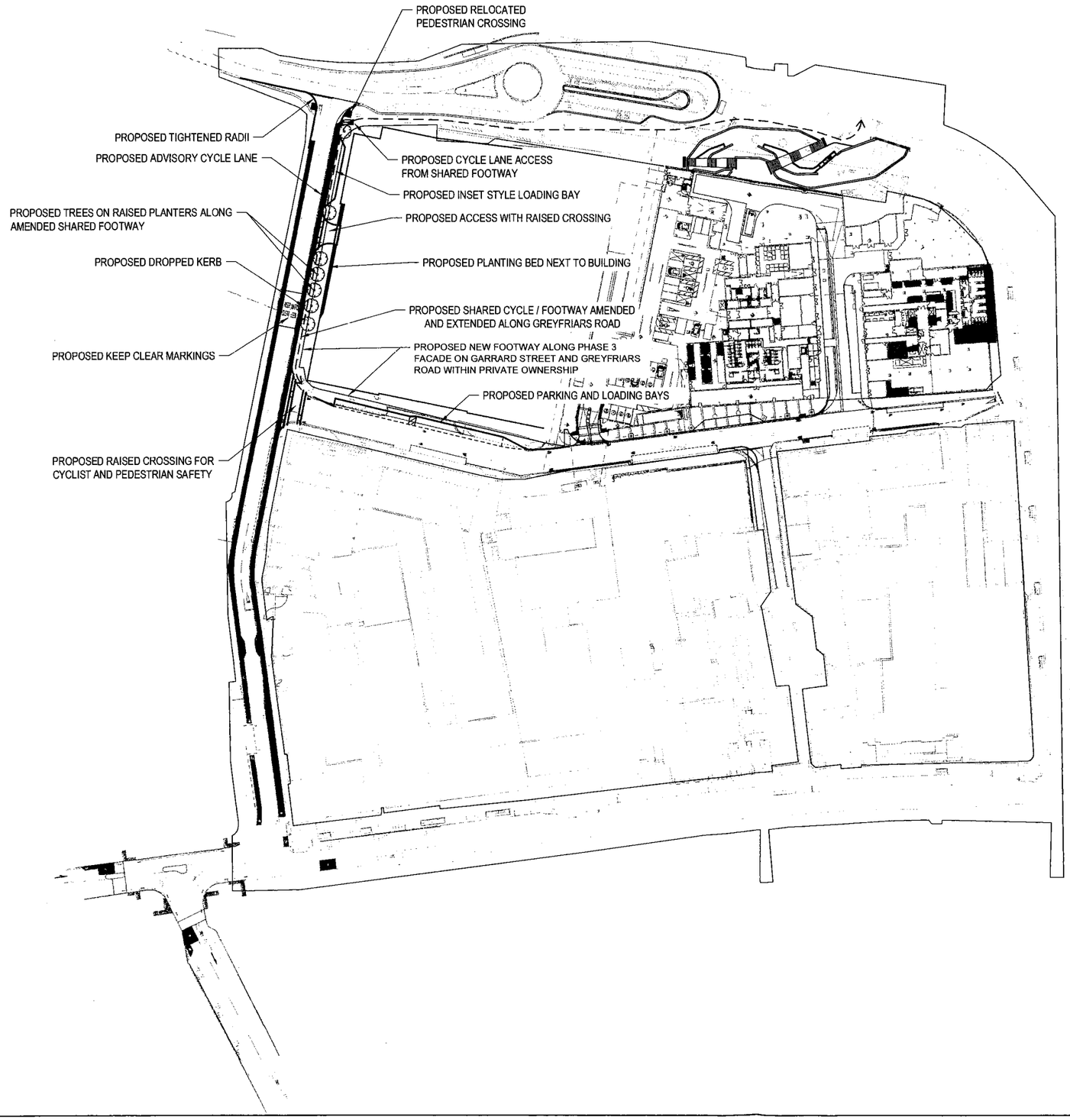
Client
SH READING MASTER LLP

Date of 1st Issue	Designed	Drawn
16.09.19	-	RC
A2 Scale	Checked	Approved
1:500	CB	-
Drawing Number		Revision
44470/5502/TA/01		D

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READING
Tel: 01189 500 761

File Location: j:\44470 station hill, reading\transport\drawings, pdfs, gis, photos and video\cad\dwgs\44470 5502 ta 01d.dwg

PLAN 18



KEY:

- - - PROPOSED SHARED FOOTWAY / CYCLEWAY

—— HIGHWAY BOUNDARY

PROPOSED ADVISORY CYCLE LANE AREA. MATERIALS TO BE IN ACCORDANCE TO READING BOROUGH COUNCIL REQUIREMENTS

Mark	Revision	Date	Drawn	Chkd	Appd
E	UPDATED TRAFFIC CALMING	17:12:20	RC	CB	
D	INSET LAY-BY UPDATED	21:09:20	CA	CB	
C	UPDATED PROPOSED ALIGNMENT	21.09.20	SF	CB	
B	UPDATED SCHEME PHASING	16.07.20	RC	CB	
A	UPDATED SCHEME	03.06.20	RC	CB	

SCALING NOTE: Do not scale from this drawing. If in doubt, ask.
UTILITIES NOTE: The position of any existing public or private sewers, utility services, plant or apparatus shown on this drawing is believed to be correct, but no warranty to this is expressed or implied. Other such plant or apparatus may also be present but not shown. The Contractor is therefore advised to undertake their own investigation where the presence of any existing sewers, services, plant or apparatus may affect their operations.

Drawing Issue Status

FOR INFORMATION

STATION HILL
READING
PHASE 3 (OUTLINE APPLICATION)
HIGHWAY PROPOSALS

Client

SH READING MASTER LLP

Date of 1st Issue	Designed	Drawn
12.09.19	-	CE
A2 Scale	Checked	Approved
1:1000	CB	-
Drawing Number		Revision
44470/5502/TA/02		E

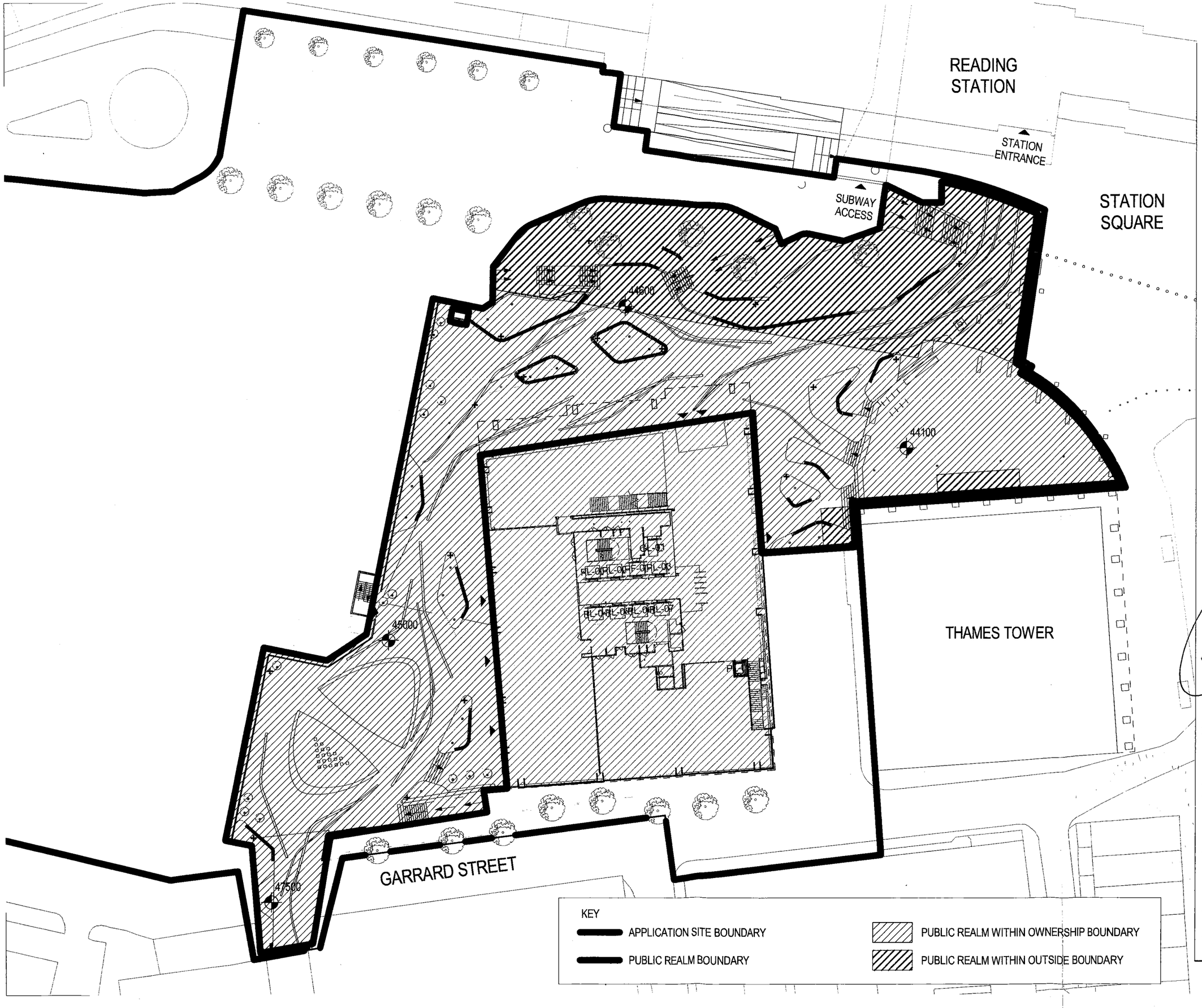
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READING
Tel: 01189 500 761

File Location: j:\44470 station hill, reading\transport\drawings, pdfs, gis, photos and video\cad\dwgs\44470-5502 ta-02a.dwg

PLAN 19



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REV NO.	DATE	DESCRIPTION
P10	29/04/2021	ISSUED FOR COMMENT

PROJECT

STATION HILL NORTH, READING

CLIENT

SH READING MASTER LLP

CALLISONRTKL
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CallisonRTKL,
25 Farringdon Street, 10th Floor, London, EC4A 4AB, T: +44(0)20 7306 0404

SHEET IDENTIFICATION

TITLE

PHASE 2 - S106 - PUBLIC REALM AND PUBLIC LIFTS

STATUS

STAGE 4A

PROJECT NUMBER
050-170073

DATE DRAWN: 04/28/21
SCALE @ A3: 1 : 500
DRAWN BY: AR
CHECKED BY: JB

DRAWING NUMBER

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHRN	CRL	SW	00	PL

ROLE	NUMBER	REVISION
A	0121	P10

29/06/2021 11:35:37

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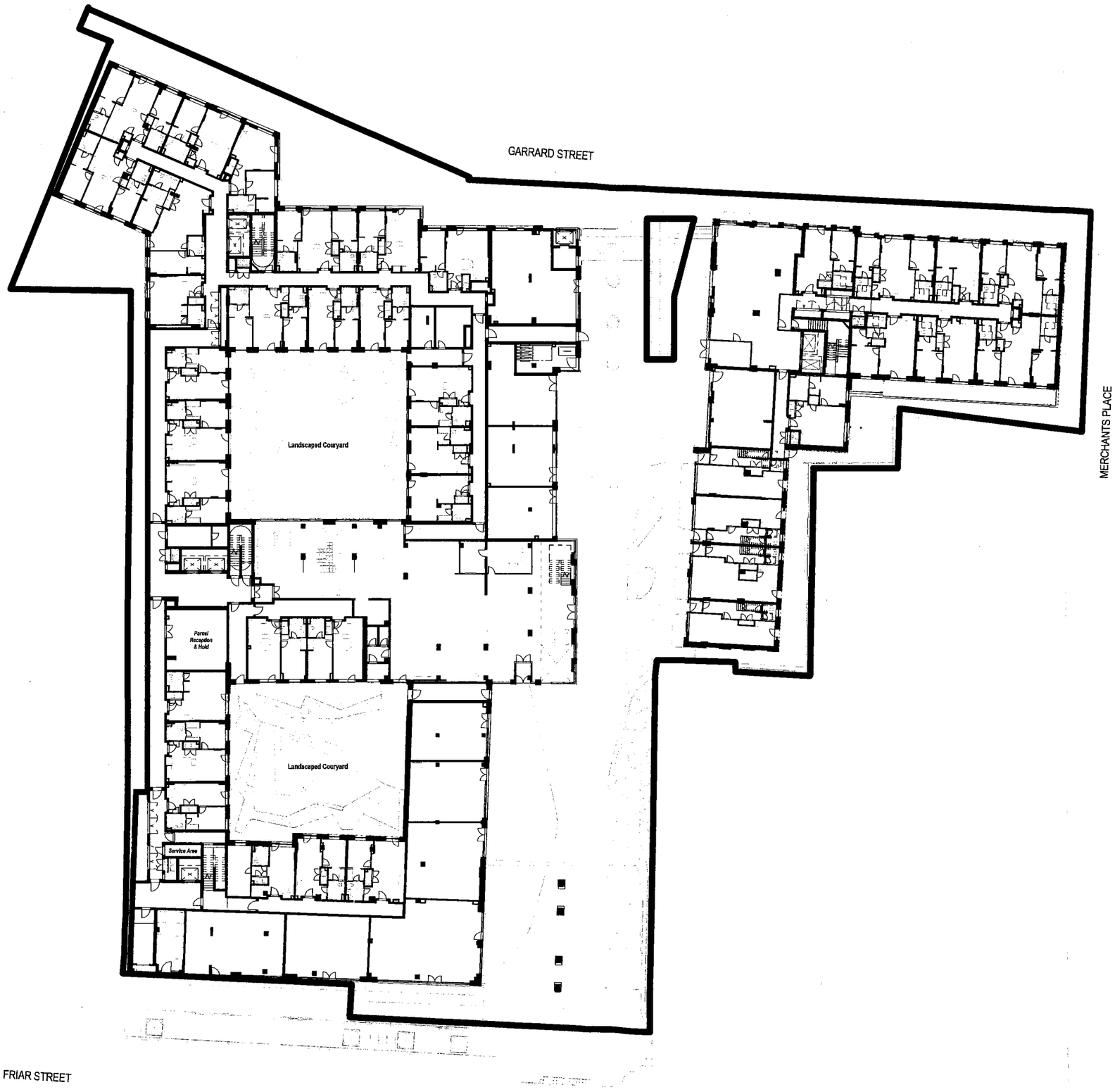
PLAN 20

GRAYFRIARS ROAD

GARRARD STREET

MERCHANTS PLACE

FRIAR STREET



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KEY

- SOUTH SITE APPLICATION BOUNDARY
- GARRARD STREET STEPS

REV No.	DATE	DESCRIPTION	DWN	CHK
P50	2021-0629	First Issue		AR

KEY PLAN

N

BIM 360://CRTKL-EMEUK-050-170073-Station Hill -South Site-Reading/SHR-CRL-AA-ZZ-M3-A-000001-SheetFile-SB-Optimisation.rvt 29/06/2021 10:27:58

PROJECT

Station Hill, Reading

CLIENT

SH Reading Master LLP

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CallisonRTKL - UK Ltd.

25 Farringdon Street, 10th Floor
London EC4A 4AB

T:+44(0)20 7306 0404

SHEET IDENTIFICATION

TITLE

S106 - Garrard Street Steps

STATUS

PLANNING

PROJECT NUMBER	DATE DRAWN:	06/23/21
050-170073	SCALE @ A1:	1 : 250
	DRAWN BY:	AR
	CHECKED BY:	MD

PROJECT	ORIGINATOR	ZONE	LEVEL	TYPE
SHR -	CRL -	SB -	ZZ -	PL

ROLE	NUMBER	REVISION
A -	100-145-	P50

29/06/2021 10:27:58

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PLAN 21A

This drawing shall not be scaled.
Work from the dimensions shown in the drawing or given in relevant specifications

SPACE ALLOWANCE FOR FUTURE INSTALLATION OF PLATE HEAT EXCHANGER FOR HEAT CONNECTION TO PHASE 3

TENANT HEAT REJECTION SPACE

AHU-RF-03

AHU-RF-02

AHU-RF-01

AHU-RF-04

AHU-RF-05

AHU-RF-06

PIPEWORK TO BE INSTALLED ON GOAL POST ARRANGEMENT TO KEEP WALKWAYS CLEAR

P-RF-01 SECONDARY CHW PUMP AHU

P-RF-02 SECONDARY CHW PUMP FCU

P-RF-03 SECONDARY LTHW PUMP AHU

P-RF-04 SECONDARY LTHW PUMP FCU

PRESSURISATION UNIT

15Ø BCWS CAT 5 TO PRESSURISATION UNIT (TYPICAL)

22Ø BCWS FB

15Ø BCWS BIB TAP

200Ø CHWF TB

200Ø CHWR FB

200Ø CT LTHWF TB

200Ø CT LTHWR FB

HEATING BUFFER TANK

HEAT PUMP

CHILLED WATER BUFFER TANK

PIPEWORK TO BE INSTALLED ON GOAL POST ARRANGEMENT TO KEEP WALKWAYS CLEAR

FCU-16-01

LEGEND

CT LTHWF	-	CONSTANT TEMPERATURE LOW TEMPARATURE HOT WATER FLOW
CT LTHWR	-	CONSTANT TEMPERATURE LOW TEMPARATURE HOT WATER RETURN
CHWF	-	CHILLED WATER FLOW
CHWR	-	CHILLED WATER RETURN
BCWS	-	BOOSTED COLD WATER SERVICES
DHWS	-	DOMESTIC HOT WATER SERVICES
FA	-	FROM ABOVE
FB	-	FROM BELOW
TB	-	TO BELOW
TA	-	TO ABOVE
IV	-	ISOLATION VALVE
DCV	-	DOUBLE CHECK VALVE
DC	-	DRAIN COCK
ST	-	STRAINER
OP	-	ORRIFICE PLATE
NRV	-	NON RETURN VALVE
MV	-	MOTERISED BUTTERFLY VALVE
AAV	-	ATMOSPHIREIC AIR VENT
TP	-	TEST POINT
CFR	-	CONTATNT FLOW REGULATING VALVE
T	-	TEMPERATURE SENSOR

1 Heating & Cooling Treatment - BG 16 FFL - Building G
1 : 100

A SECTION
1 : 50

B SECTION
1 : 50

2 3D-VIEW

3 LIFT MOTOR ROOM
1 : 100

4 NORTH PLANT ROOM
1 : 100

SPACE FOR PHASE 3 LTHW PLATE HEAT EXCHAGER AND PUMPS

CAT 5 WATER TANK FOR PRESURRISATION UNITS AND BMU

Index	Description	Drawn	Reviewed	Authorised	Date
T1	TENDER ISSUE	BB	MW/OP	IG	05.06.2020

REVISIONS:

General Notes:
- The drawing does not necessarily show all the information needed to interpret the design intent or the construction details.
- The drawing contains information from more than one source and must be read in conjunction with all relevant specifications.
- Any apparent drafting errors and differences between other drawings and specifications shall be brought to our attention.

Project Notes:

ARCHITECT: GENSLER

CDM Regulations: In addition to any information included in this drawing or the model from which it is derived, refer also to the project CDM Risk Register for information on residual risks.

CLIENT: SH READING MASTER LLP

PROJECT TITLE: STATION HILL NORTH SITE ONE STATION HILL

DRAWING TITLE: Mechanical Systems Piped Services Layout Level 16

HOARE LEA

TENDER ISSUE

PERSON RESPONSIBLE FOR:		
Design: BB	Review: MW/OP	Authorising Issue: IG
Project No: 0512193	Date: 05.06.2020	Scale @ A1: 1:100
DRAWING NUMBER: SHRN-HL-BG-16-GA-M-531-0012		Revision: T1

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BIM 360://0512193 - Station Hill/SHRN-HL-BG-ZZ-M3-M-0001.rvt 28-05-2020 20:06:50

PLAN 21B

A1

This drawing shall not be scaled.
Work from the dimensions shown in the drawing or given in relevant specifications

ASHP/RF/01
1.1 MW COOLING
0.77 MW HEATING

ASHP/RF/02
1.1 MW COOLING
0.77 MW HEATING

ASHP/RF/03
1.1 MW COOLING
0.77 MW HEATING

AIR SOURCE HEAT PUMP PROVIDING SIMULTANEOUS HEATING AND COOLING.

AHU/RF/02
AHU/RF/03
AHU/RF/06
AHU/RF/05
AHU/RF/01
AHU/RF/04

DETAIL A
DETAIL B
DETAIL C
DETAIL D

REFER TO DRAWING
SHRN-HL-BG-XX-SM-M-590-0001
FOR CONTINUATION RISER TM1

DETAIL I
SIDESTREAM FILTRATION AND VACUUM DE-GASSER

400mm LOW LOSS HEADER.

CHWR
CHWF
CHILLED WATER BUFFER TANK
BV/RF/1
BV/RF/2

P-RF-02
P-RF-01

DETAIL G

PRESSURISATION UNIT

MAINS COLD WATER SUPPLY – FOR CONTINUATION
SEE DOMESTIC WATER SERVICES SCHEMATIC

LTHWR
LTHWF
HEATING BUFFER TANK
BV/RF/3
BV/RF/4

P-RF-04
P-RF-03

PIPEWORK, PUMPS AND PLATE HEAT EXCHANGER SHOWN AS DASHED LINES TO BE INSTALLED IN PHASE 3.

HEATING SUPPLY FOR PHASE 3

DETAIL H

REFER TO DRAWING
SHRN-HL-BG-XX-SM-M-590-0001
FOR CONTINUATION RISER TM2/TM3

FCU/RF/01
FCU/RF/02
FCU/RF/03
FCU/RF/04

DETAIL A — AHU HEATER BATTERY DETAIL END OF LINE
DETAIL B — AHU HEATER BATTERY DETAIL
DETAIL C — TYPICAL AHU COIL CONNECTION END OF LINE
DETAIL D — TYPICAL AHU COIL CONNECTION
DETAIL E — CONNECTION TO TYPICAL FAN COIL UNIT
DETAIL F — CONNECTION TO TYPICAL FAN COIL UNIT
DETAIL G — PUMP ARRANGEMENT
DETAIL H — PLATE HEAT EXCHANGER CONNECTION ARRANGEMENT
DETAIL I — SIDESTREAM FILTRATION AND VACUUM DE-GASSER DETAIL

CDM Regulations:

In addition to any information included in this drawing or the model from which it is derived, refer also to the project CDM Risk Register for information on residual risks.

General Notes:

- The drawing does not necessarily show all the information needed to interpret the design intent or the construction details.
- The drawing contains information from more than one source and must be read in conjunction with all relevant specifications.
- Any apparent drafting errors and differences between other drawings and specifications shall be brought to our attention.

Project Notes:

LEGEND :

- CHILLED WATER FLOW AND RETURN
- LTHW WATER FLOW AND RETURN
- IV — ISOLATION VALVE
- DPCV — DIFFERENTIAL PRESSURE CONTROL VALVE
- CFR — CONSTANT FLOW REGULATOR
- AAV — ATMOSPHERE AIR VENT
- DV — DRAIN VALVE
- FV — FLUSH VALVE
- DPS — DIFFERENTIAL PRESSURE SENSOR
- STRAINER
- NON RETURN VALVE
- PUMP

Index	Description	Designed	Reviewed	Authorised	Date
T1	TENDER ISSUE	MW	OP	IG	15.06.2020

REVISIONS:

HOARE LEA

ARCHITECT:
GENSLER

CLIENT:
SH READING MASTER LLP

PROJECT TITLE:
STATION HILL NORTH SITE
ONE STATION HILL

DRAWING TITLE:
MECHANICAL ENGINEERING SYSTEMS
HEATING AND COOLING PLANTROOM SCHEMATIC

TENDER ISSUE

PERSON RESPONSIBLE FOR:		
Design: MW	Review: OP	Authorising Issue: IG
Project No: 0512193	Date: MAY 2020	Scale @ A1: NTS

DRAWING NUMBER: SHRN-HL-BG-XX-SM-M-590-0002 — Revision: T1

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X:\Projects\0512193 - Station Hill - Lincoln\07 BIM And CAD\7B CAD\7B-2 Mechanical\Mechanical Schematics\SHRN-HL-BG-XX-SM-M-590-0002 - Heating And Cooling Plantroom Schematic.dwg,Ebony Stephenson,03/06/2020 20:44:20

Schedule 5 - Development restrictions and requirements

1 **2015 Development**

1.1 At all times from the Effective Date, not to carry out (or permit to be carried out) any further works, operations or any other form of development pursuant to the 2015 Development.

2 **First 2016 Development and Second 2016 Development**

2.1 At all times from the Effective Date, not to carry out (or permit to be carried out) any works, operations or other development pursuant to the First 2016 Development and the Second 2016 Development.

3 **First 2021 Development**

3.1 Upon, and at all times from, Commencement of the First 2021 Development:

(a) not to carry out (or permit to be carried out) any works, operations or other development pursuant to the First 2019 Development on the North Site (192032) and/or the North Site (201536) or, if the First 2019 Development has already been Commenced on the North Site (192032) and/or the North Site (201536), not to carry out any further works, operations or other development pursuant to the First 2019 Permission on the North Site (192032) and/or the North Site (201536) (as the case may be); and

(b) not to carry out (or permit to be carried out) any works, operations or other development pursuant to the Third 2021 Development on the North Site (192032) and/or the North Site (201536) or, if the Third 2021 Development has already been Commenced on the North Site (192032) and/or the North Site (201536), not to carry out any further works, operations or other development pursuant to the Third 2021 Permission on the North Site (192032) and/or the North Site (201536) (as the case may be).

4 **Second 2021 Development and Third 2021 Development**

4.1 Upon, and at all times from, Commencement of any part of the South Site Development:

(a) not to carry out any further works, operations or other development pursuant to the Second 2019 Permission; and

(b) not to carry out any further works, operations or other development pursuant to the First 2019 Permission on the South Site.

4.2 Upon, and at all times from, Commencement of the Third 2021 Development on the North Site (201536), not to Commence the First 2021 Development or, if the First 2021 Development has already been Commenced, not to carry out any further works, operations or other development pursuant to the First 2021 Permission.

Schedule 6 - Obligations in respect of the North Site (192032)

1 **Phasing**

1.1 Not to Practically Complete any Building in Phase 3 unless and until the Public Realm Areas in Phase 2 have been Practically Completed in accordance with the Public Realm Areas Phase 2 Plan (unless a later date is Approved by the Council).

2 **Hotel**

2.1 To submit the Hotel Scheme for Approval by the Council at the same time as the first application for Reserved Matters Approval for a Hotel in Phase 3 is submitted to the Council.

2.2 Not to Occupy (or permit to be Occupied) any Hotel in Phase 3 unless and until the Hotel Scheme has been Approved by the Council.

2.3 Not to amend the Hotel Scheme, as Approved by the Council pursuant to Paragraph 2.2 above, without the further Approval of the Council.

2.4 Not to Occupy (or permit to be Occupied) any Hotel in Phase 3 otherwise than in accordance with the Hotel Scheme as Approved by the Council pursuant to Paragraph 2.2 or Paragraph 2.3 above (as the case may be).

2.5 Not to Occupy (or permit to be Occupied) the Hotel in Phase 3 for any use other than hotel including (without limitation) use as serviced apartments (Class C1) and/or residential use (Class C3) and/or small or large houses in multiple occupation (Class C4) and/or any sui generis use;

2.6 Notwithstanding Paragraphs 2.4 and 2.5 above:

(a) not to Occupy (or permit to be Occupied) any of the Guest Room(s) for a continuous period of more than three (3) months to the same Customer(s);

(b) not to require any Customer to Occupy (or agree to Occupy) a Guest Room(s) for a minimum period (of whatever duration) unless a policy to apply a minimum period for certain days or times of year (for example, two (2) days at the weekend) is Approved by the Council; and

(c) to provide to the Council within ten (10) Working Days of a written request such evidence as the Council may reasonably require regarding the use or Occupation of the Guest Room(s) (or any of them) in order to monitor compliance with the obligations in this Paragraph 2.

3 **Residential Institution**

3.1 To submit the Residential Institution Scheme for Approval by the Council at the same time as the first application for Reserved Matters Approval for a Residential Institution in Phase 3 is submitted to the Council.

3.2 Not to Occupy (or permit to be Occupied) any Residential Institution in Phase 3 unless and until the Residential Institution Scheme has been Approved by the Council.

3.3 Not to amend the Residential Institution Scheme, as Approved by the Council pursuant to Paragraph 3.2 above, without the further Approval of the Council.

3.4 Not to Occupy (or permit to be Occupied) each Residential Institution in Phase 3 otherwise than in accordance with the Residential Institution Scheme as Approved by the Council pursuant to Paragraph 3.2 or Paragraph 3.3 above (as the case may be).

3.5 Not to Occupy (or permit to be Occupied) each Residential Institution in Phase 3 for any use other than a use in Class C2 including any other residential use (Class C3).

3.6 To provide to the Council within ten (10) Working Days of any written request such evidence as the Council may reasonably require regarding the use or Occupation of each Residential Institution in Phase 3 in order to monitor compliance with the obligations in this Paragraph 3.

4 **Observatory**

4.1 This Paragraph 4 applies if Shared Building Amenity Space is provided in either Phase 2 or Phase 3 (or, as the case may be, in both Phase 2 and Phase 3) and for the avoidance of doubt it does not apply if no Shared Building Amenity Space is provided in both Phase 2 and Phase 3.

4.2 To comply with:

(a) Paragraphs 4.3, 4.4, 4.5, 4.9, 4.10, 4.11, 4.12 and 4.13 below if Shared Building Amenity Space is provided as part of Phase 2 (the **Phase 2 Observatory Obligations**); and

(b) Paragraphs 4.3, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12 and 4.13 below if Shared Building Amenity Space is provided as part of Phase 3 (the **Phase 3 Observatory Obligations**)

PROVIDED THAT the Owner is only required to comply with one of the Phase 2 Observatory Obligations and the Phase 3 Observatory Obligations so that if Shared Building Amenity Space is provided in both Phase 2 and Phase 3, the Owner may choose (at its absolute discretion) to deliver the Observatory within Phase 2 or Phase 3 and shall notify the Council in writing accordingly and the Council shall only be able to enforce the Phase 2 Observatory Obligations and Phase 3 Observatory Obligations (as relevant) in respect of Phase 2 and Phase 3, respectively.

4.3 Not to Occupy any Building in Phase 2 or Phase 3 unless and until it has notified the Council in writing as to whether the Observatory will be delivered in Phase 2 or Phase 3.

4.4 Unless the Owner has notified the Council in writing pursuant to Paragraph 4.3 that it intends to deliver the Observatory in Phase 3, not to Occupy (or permit to be Occupied) any Building in Phase 2 unless and until the location, layout and design of the Observatory within Phase 2 has been submitted for Approval by the Council.

4.5 Unless the Owner has notified the Council in writing pursuant to Paragraph 4.3 that it intends to deliver the Observatory in Phase 3, not to Occupy (or permit to be Occupied) more than eighty percent (80%) of the Gross Internal Area of the Building within Phase 2 unless and until:

(a) the Observatory Booking Scheme has been Approved by the Council; and

(b) the Observatory, as Approved by the Council pursuant to Paragraph 4.4 above, has been Practically Completed and is available for pre-booked use for Community Purposes.

4.6 Unless the Owner has notified the Council in writing pursuant to Paragraph 4.3 that it intends to deliver the Observatory in Phase 2, to submit to the Council for Approval the location, layout and design of the Observatory within Phase 3 at the same time as the submission of the first application for Reserved Matters Approval in respect of Phase 3 (unless a later date is Approved by the Council).

4.7 Unless the Owner has notified the Council in writing pursuant to Paragraph 4.3 that it intends to deliver the Observatory in Phase 2, to ensure that the Observatory Building is the first Building to be Practically Completed and Occupied within Phase 3 (unless otherwise Approved by the Council).

4.8 Unless the Owner has notified the Council in writing pursuant to Paragraph 4.3 that it intends to deliver the Observatory in Phase 2, not to Occupy (or permit to be Occupied) more than eighty percent (80%) of the Gross Internal Area of the Observatory Building within Phase 3 unless and until:

(a) the Observatory Booking Scheme has been Approved by the Council; and

(b) the Observatory, as Approved by the Council pursuant to Paragraph 4.6 above, has been Practically Completed and is available for pre-booked use for Community Purposes.

4.9 To notify the Council in writing within ten (10) Working Days of the date when the Observatory became available for use for Community Purposes.

4.10 Not to amend the Observatory Booking Scheme, as Approved by the Council pursuant to Paragraph 4.5 or Paragraph 4.8 above (as the case may be) without the further Approval of the Council.

4.11 Not to operate and use the Observatory otherwise than in accordance with the Observatory Booking Scheme as Approved by the Council pursuant to Paragraph 4.5 or Paragraph 4.8 above (as the case may be), unless otherwise Approved by the Council and for the avoidance of doubt the location, layout and/or design of the Observatory may be varied at any stage during the lifetime of the First 2021 Development PROVIDED THAT each such variation to the location, layout and/or design of the Observatory must be Approved by the Council prior to that variation coming into effect.

4.12 To ensure the Observatory is made available for use for Community Purposes for a minimum of thirty five (35) days per calendar year throughout the lifetime of the First 2021 Development PROVIDED THAT these days must include:

(a) seven (7) days over the Christmas period in each calendar year (i.e. 24 December - 30 December (inclusive));

(b) seven (7) days over the Easter holiday period in each calendar year;

(c) fourteen (14) days during the summer holiday period (between 1 June and 1 September in each calendar year) of which seven (7) days shall be during periods when state schools in the Borough are closed to their pupils; and

(d) seven (7) days in November in each calendar year that must include 5 November.

4.13 To provide access to, and use of, the Observatory during normal business hours (between 0900 hours and 1700 hours) on each of the days that it is made available for use for Community Purposes.

5 **Public Realm**

5.1 Not to Occupy (or permit to be Occupied) any Building in Phase 2 unless and until the Public Realm Phase 2 Contribution has been paid to the Council.

5.2 Not to Occupy (or permit to be Occupied) any Building in Phase 2 unless and until the Public Realm Areas in Phase 2 have been Practically Completed in accordance with the Public Realm Areas Phase 2 Plan (unless a later date is Approved by the Council).

5.3 To Practically Complete the Public Realm Areas in Phase 2, in accordance with the Public Realm Areas Phase 2 Plan, before Occupation of any Building in Phase 2 (unless a later date is Approved by the Council).

5.4 Not to Occupy (or permit to be Occupied) any Building in Phase 3 unless and until the Public Realm Phase 3 Contribution has been paid to the Council.

5.5 To submit to the Council for Approval the Public Realm Areas Phase 3 Plan in respect of each Plot in Phase 3 at the same time as the first application for Reserved Matters Approval is submitted to the Council in respect of that Plot.

5.6 To Practically Complete the Public Realm Areas in respect of each Plot in Phase 3 in accordance with the relevant Public Realm Areas Phase 3 Plan, as Approved by the Council pursuant to Paragraph 5.5 above, prior to Occupation of any Building within that Plot (unless a later date is Approved by the Council).

5.7 Not to Occupy (or permit to be Occupied) any Building within a Plot in Phase 3 unless and until the Public Realm Areas in respect of that Plot have been Practically Completed in accordance with the relevant Public Realm Areas Phase 3 Plan, as Approved by the Council pursuant to Paragraph 5.5 above (unless a later date is Approved by the Council).

5.8 To maintain the Public Realm Areas to at least the standards reasonably required by the Council.

5.9 Following Practical Completion of the Public Realm Areas (or any part of them), to permit the public pedestrian and cycle access to those Public Realm Areas (or the relevant part of them as the case may be) twenty four (24) hours per day PROVIDED THAT:

(a) it is agreed by the Council and the Owner that there is no intention to create any public rights of way over the Public Realm Areas and that the access of the public to the Public Realm Areas shall be in common with the rights of all persons having rights over them;

(b) notwithstanding anything contained in this Schedule the Owner may from time to time prevent or restrict access to the Public Realm Areas (or any part of them) but only for so long as is reasonably necessary for the following purposes:

(i) the maintenance of the Public Realm Areas (or any part of them);

(ii) the laying, construction, inspection, maintenance, repair or renewal of any Building or any Services or Service Media serving such Building on land adjoining the Public Realm Areas (or any part of them) including the erection of scaffolding;

(iii) the rebuilding or redevelopment of any part(s) of the land adjoining the Public Realm Areas;

(iv) in cases of emergency threatening danger to the public or in the interests of security;

(v) for any other sufficient cause approved by the Council;

(vi) servicing of the First 2021 Development;

(vii) closure for twenty four (24) hours each year to prevent the creation of any public rights of way over the Public Realm Areas (or any part of them);

(viii) closure to allow the Owner and/or its contractors or Occupiers of the First 2021 Development to carry out maintenance, cleaning, remedial works and other necessary works to the relevant areas and/or the parts of the First 2021 Development or other developments abutting such areas (including works of shop-fitting or other structural or non-structural works and/or alterations);

(c) the Owner may:

(i) impose reasonable management procedures so as to ensure that any use of cycles over the Public Realm Areas is safe provided that cyclists are not unreasonably impeded or restricted in their passage over the Public Realm Areas; and

(ii) use parts of the Public Realm Areas in connection with any adjoining commercial units for external furniture (such as tables and chairs) subject to obtaining the prior Approval of the Council.

5.10 Subject to receiving at least six (6) weeks prior notice in writing from the Council, to make available the Public Realm Areas shown on the Public Realm Areas Phase 2 Plan (or such part of the said Public Realm Areas as is agreed between the Owner and the Council) to the Council free of charge for ten (10) days in each calendar year PROVIDED THAT:

(a) the notice to be given to the Owner by the Council shall state:

(i) the part of the said Public Realm Areas for which access is required;

(ii) the times during which access is required; and

(iii) the purpose(s) for which access is required to the Public Realm Areas; and

(b) within ten (10) days of receipt of the notice from the Council pursuant to this Paragraph, the Owner may refuse such a request if there is another event planned on the Public Realm Areas (or the relevant part of it) on the same date but always not so as to prevent the Council having the right to free use of the said Public Realm Areas (or relevant part of them) for ten (10) days in each calendar year;

(c) if the Owner fails to respond within ten (10) days of receiving such notice, the Owner shall be deemed to have agreed to the Council's use of the Public Realm Areas (or the relevant part of them) for the purposes and at the times stated in the notice;

(d) the Council is to comply with any reasonable management procedures that are in place at the relevant time the purpose of which is to ensure the safe use of the Public Realm Areas (or the relevant part(s) of them);

(e) the Council is to be responsible for any reasonable costs and expenses arising directly from its use of the Public Realm Areas (or the relevant part(s) of them); and

(f) for the avoidance of doubt, the Council may use the Public Realm Areas (or part of them) on ten (10) occasions only in each calendar year.

5.11 Not to Occupy (or permit to be Occupied) Phase 2 (or any part of it) unless and until the North Site Lift (Phase 2) has been Practically Completed and is available for use by the public (unless an alternative date for delivery is Approved by the Council).

5.12 Following Practical Completion of the North Site Lift (Phase 2) and the Public Realm Areas adjacent to it, to permit the public pedestrian and cycle access to the North Site Lift (Phase 2) twenty four (24) hours per day PROVIDED THAT:

(a) it is agreed by the Council and the Owner that there is no intention to create any public rights of way in respect of the North Site Lift (Phase 2) and that the access of the public to the North Site Lift (Phase 2) shall be in common with the rights of all persons having rights over it; and

(b) notwithstanding anything contained in this Schedule the Owner may from time to time prevent or restrict access to the North Site Lift (Phase 2) but only for so long as is reasonably necessary for the following purposes:

(i) maintenance of the North Site Lift (Phase 2);

(ii) in cases of emergency threatening danger to the public;

(iii) for any other sufficient cause approved in writing by the Council;

(iv) closure for twenty four (24) hours each year to prevent the creation of any public rights of way in connection with the North Site Lift (Phase 2) subject to written notice of the date being given to the Council at least ten (10) Working Days in advance of such closure;

(v) closure to allow the Owner and/or its contractors or Occupiers of the First 2021 Development to carry out maintenance, cleaning, remedial works and other necessary works to the areas abutting the parts of the First 2021 Development that provide access to the North Site Lift (Phase 2).

5.13 To submit to the Council for Approval details of the location, layout, design and specification of the North Site Lift (Phase 3) at the same time as the first application for Reserved Matters Approval is submitted to the Council in respect of Plot A or Plot B (whichever is earlier).

5.14 Not to Occupy (or permit to be Occupied) any Building in Plot A or Plot B (whichever is earlier) unless and until the North Site Lift (Phase 3) has been Practically Completed in accordance with the details Approved by the Council pursuant to Paragraph 5.13 above (unless an alternative date for delivery is Approved by the Council).

5.15 Following Practical Completion of the North Site Lift (Phase 3) pursuant to Paragraph 5.14 above and the Public Realm Areas adjacent to it, to permit the public pedestrian and cycle access to the North Site Lift (Phase 3) twenty four (24) hours per day PROVIDED THAT:

(a) it is agreed by the Council and the Owner that there is no intention to create any public rights of way in respect of the North Site Lift (Phase 3) and that the access of the public to the lift shall be in common with the rights of all persons having rights over it; and

(b) notwithstanding anything contained in this Schedule the Owner may from time to time prevent or restrict access to the North Site Lift (Phase 3) but only for so long as is reasonably necessary for the following purposes:

(i) maintenance of the North Site Lift (Phase 3);

(ii) in cases of emergency threatening danger to the public;

(iii) for any other sufficient cause approved in writing by the Council;

(iv) closure for twenty four (24) hours each year to prevent the creation of any public rights of way in connection with the North Site Lift (Phase 3) subject to written notice of the date being given to the Council at least ten (10) Working Days in advance of such closure;

(v) closure to allow the Owner and/or its contractors or Occupiers of the First 2021 Development to carry out maintenance, cleaning, remedial works and other necessary works to the areas abutting the parts of the First 2021 Development that provide access to the North Site Lift (Phase 3).

6 **Public Toilets**

6.1 Not to Occupy (or permit to be Occupied) the first Plot within Phase 3 unless and until the Public Toilet Scheme has been Approved by the Council.

6.2 To Practically Complete the public toilets in Phase 3 in accordance with the Public Toilet Scheme as Approved by the Council pursuant to Paragraph 6.1 above.

6.3 Unless otherwise agreed in writing by the Council, all public and/or commercial toilets that are provided within Phase 3 as part of the Public Toilet Scheme shall be retained, monitored, cleaned, daily maintained, kept in good order and repair for the lifetime of the First 2021 Development and be available for public use in accordance with the Public Toilet Scheme as Approved by the Council pursuant to Paragraph 6.1 above (or any revisions made to the Public Toilet Scheme as may be Approved by the Council).

7 **Waste Bins**

7.1 Not to position commercial or residential waste bins within the public highway or Public Realm Areas and to ensure that the collection of commercial and residential waste is carried out from within the service areas of the Buildings.

8 **Zero Carbon Offset**

8.1 To ensure a minimum of thirty five percent (35%) improvement in regulated emissions over the target emissions rate as set out in the 2013 Building Regulations is provided for in each and every Housing Unit that is provided as part of the First 2021 Development.

8.2 No later than six (6) months after first Occupation of each Housing Unit in the First 2021 Development, to submit the standard assessment procedure (as set out in the Building Regulations 2013) calculations for that Housing Unit to the Council for Approval PROVIDED THAT the most up to date carbon factors shall be used in the assessment.

8.3 No later than three (3) months after the Council's Approval of the standard assessment procedure calculation in respect of the relevant Housing Unit in the First 2021 Development pursuant to Paragraph 8.2 above, to pay the Zero Carbon Off-set Contribution in respect of that Housing Unit to the Council.

9 **Decentralised Energy - Phase 2**

9.1 To provide a future connection to a District Heating Network within the boundary of the First 2021 Development in either Phase 2 or Phase 3.

9.2 Not to Commence Phase 2 unless and until details of an air source heat pump system or an alternative ground source system have been submitted to, and Approved by, the Council PROVIDED THAT the details shall be in accordance with the Energy Strategy and shall include the following information:

(a) a timetable for implementation;

(b) a full specification;

(c) details of infrastructure to be provided for future connection to a District Heating Network within the boundary of the First 2021 Development PROVIDED THAT for the avoidance of doubt this connection may be in Phase 3 and does not need to be in Phase 2;

(d) proposals to provide capped off pipework and space in plant rooms within Phase 2; and

(e) proposals to ensure Decentralised Energy Export.

9.3 Not to carry out Phase 2 otherwise than in accordance with the details Approved by the Council pursuant to Paragraph 9.2 above.

9.4 To ensure the connection points between Phase 2 and Phase 3 shall be located as shown on Plan 21A and Plan 21B (unless an alternative location(s) is Approved by the Council).

10 **Decentralised Energy - Phase 3**

10.1 Subject to Paragraphs 10.2 and 10.3 below, not to Commence Phase 3 unless and until full details (including a programme for implementation and a specification) of a Decentralised Energy System (to be heated by a ground

source heat pump) have been submitted to, and Approved by, the Council PROVIDED THAT such details shall be in accordance with the Energy Strategy and the SPD.

10.2 If, before Commencement of Phase 3, a feasibility study that demonstrates that an open loop or closed loop ground source heat pump is not technically possible has been submitted to, and Approved by, the Council, to submit to the Council for Approval full details (including a programme for implementation and a specification) of a Decentralised Energy System (to be heated by an air source heat pump or such other alternative decentralised energy technology as may be Approved by the Council) PROVIDED THAT such details shall be in accordance with the Energy Strategy and the SPD.

10.3 Not to Commence Phase 3 unless and until the details submitted pursuant to Paragraph 10.2 above have been Approved by the Council.

10.4 Unless connection points to a District Heating Network have already been provided as part of Phase 2 pursuant to Paragraph 9 above (in which case this Paragraph shall not apply), not to Commence Phase 3 unless and until a plan identifying the location of connection points from Phase 3 to a District Heating Network has been Approved by the Council (unless it is Approved by the Council that a later date for submission and approval of such plan is appropriate given the status of design of the District Heating Network).

10.5 To provide the Decentralised Energy System in accordance with the details Approved by the Council pursuant to Paragraph 10.1 or Paragraph 10.2 above (as the case may be) PROVIDED THAT:

(a) the Decentralised Energy System in respect of Phase 3 shall first use all Phase 2 exported energy before any heat generated in Phase 3 is utilised; and

(b) the location of any connection points from Phase 3 to a District Heating Network shall be located as shown on the plan Approved by the Council pursuant to Paragraph 10.4 above (or such other plan as is subsequently Approved by the Council).

10.6 To provide sufficient thermal storage capability (aquifer ground or hot water store) within Phase 3 so as to ensure that all heat rejected from Phase 2 can be stored for use within the Decentralised Energy System for Phase 3 regardless of the level of heat demand from time to time within Phase 3.

10.7 To make available for export from Phase 3 all that available energy that would be rejected from use in Phase 3 or otherwise be unused within Phase 3 and export such energy (and energy from Phase 2) to a District Heating Network beyond the boundary of the First 2021 Development where such a District Heating Network (and all necessary connections) exists.

11 **Travel Plans**

11.1 To ensure that any Travel Plan for the First 2021 Development sets out how the Owner will in consultation with the Council:

(a) maximise the accessibility of the North Site (192032) (and the Buildings that are constructed on it) to residents, employees and visitors by modes of travel other than private motor vehicle;

(b) minimise the impact of traffic movements to and from the North Site (192032) (and the Buildings that are constructed on it) in order to improve air quality and reduce traffic congestion;

(c) maximise (using Reasonable Endeavours) cycling, walking and the use of public transport by residents, employees and visitors to and from the North Site (192032) (and the Buildings that are constructed on it) as a practicable and viable alternative to dependency on the private motor vehicle; and

(d) set targets to achieve the principles and measures set out above.

11.2 Not to Occupy (or permit the Occupation of) any part of the First 2021 Development unless and until a Travel Plan Co-ordinator has been appointed.

11.3 To procure that the Travel Plan Co-ordinator shall (in consultation with the Owner and any other occupiers of each Building):

(a) produce a Travel Plan for each Building in the First 2021 Development incorporating the parameters included within the Framework Travel Plan (192032) and the principles and measures set out in this Paragraph; and

(b) submit each Travel Plan to the Council for Approval.

11.4 No later than six (6) months after first Occupation of any Building in the First 2021 Development (or any part of each of them), to submit a Travel Plan in respect of that Building (or the relevant part to be Occupied which may relate also to other Buildings or parts of Buildings Occupied or to be Occupied) to the Council for Approval.

11.5 Once the relevant Travel Plan has been Approved pursuant to Paragraph 11.4 above, not to Occupy (or permit to be Occupied) the relevant Building (or the relevant part of that Building) in the First 2021 Development otherwise than in accordance with the Travel Plan that has been Approved by the Council in respect of that Building (or the relevant part of that Building) including any revisions that are made to it.

11.6 Acting through the Travel Plan Co-ordinator as necessary, to:

(a) monitor and review the operation of each Travel Plan as Approved by the Council pursuant to this Paragraph;

(b) submit a return to the Council, in respect of each Travel Plan as Approved by the Council, on:

(i) the date that is two (2) years after the date when that Travel Plan was first Approved by the Council; and

(ii) thereafter, at two (2) yearly intervals for a minimum period of six (6) years commencing from the date when that Travel Plan was first Approved by the Council

PROVIDED THAT each return shall include full details about how the Travel Plan, to which it relates, has operated during the relevant preceding period including specifically how effective the Travel Plan has been in implementing its recommendations and achieving its targets.

11.7 Where the targets in a Travel Plan, as Approved by the Council, have not been achieved, to ensure that the return that is submitted to the Council pursuant to Paragraph 11.6 above in respect of that Travel Plan, is accompanied by a revised Travel Plan for further Approval by the Council PROVIDED THAT any such revised Travel Plan shall incorporate measures to improve its effectiveness so as to achieve the targets contained within it together with a programme for the implementation of such measures.

11.8 To display on the North Site (192032) at locations that are accessible to employees and visitors up-to-date information, in a format which is easily comprehensible, about the availability of local public transport services and cycling and walking routes to and from the North Site (192032) PROVIDED THAT such displays shall be checked on a regular basis by the Owner and if defaced or if the mechanism by which it is displayed is broken or not working such format or mechanism will be replaced within one (1) month of the Council notifying the Owner in writing.

12 **Highway Works**

12.1 Not to Commence Phase 2 unless and until:

(a) the Station Underpass Contribution has been paid to the Council;

(b) the sum of five thousand pounds (£5,000) Index Linked has been paid to the Council towards the Council's cost of making and giving effect to traffic regulation orders that may be required as a result of Phase 2 PROVIDED THAT the Council reserves the right to request an additional sum to be paid by the Owner if (acting reasonably) it considers that the sum of five thousand pounds (£5,000) is insufficient to cover the Council's said costs.

12.2 No later than six (6) months after the Commencement of Phase 2, to enter into a Highway Agreement in respect of the Highway Works (Phase 2).

12.3 To Practically Complete the Highway Works (Phase 2) in accordance with the Highway Agreement entered into pursuant to Paragraph 12.2 above PROVIDED THAT in any event no Building within Phase 2 shall be Occupied (or permitted to be Occupied) until the access works in respect of that Building have been Practically Completed.

12.4 Not to Commence Phase 3 unless and until the sum of five thousand pounds (£5,000) Index Linked has been paid to the Council to be used towards the cost of making and giving effect to traffic regulation orders that may be required as a result of Phase 3 PROVIDED THAT the Council reserves the right to request an additional sum to be paid by the Owner if (acting reasonably) it considers that the sum of five thousand pounds (£5,000) is insufficient to cover the Council's said costs.

12.5 No later than six (6) months after the Commencement of Phase 3, to enter into a Highway Agreement in respect of the Highway Works (Phase 3).

12.6 To Practically Complete the Highway Works (Phase 3) in accordance with the Highway Agreement entered into pursuant to Paragraph 12.5 above PROVIDED THAT in any event no Building within Phase 3 shall be Occupied (or permitted to be Occupied) until the access works in respect of that Building have been Practically Completed.

13 **CCTV**

13.1 Not to Occupy (or permit to be Occupied) each Building in the First 2021 Development (or any part of each of them) unless and until:

(a) a CCTV Scheme in respect of that Building (or the relevant part of that Building to be Occupied and which may relate also to other Buildings or parts of Buildings and associated Public Realm Areas) has been submitted to the Council and Approved; and

(b) the apparatus referred to in the CCTV Scheme, as Approved by the Council, in respect of that Building (or the relevant part of it, as the case may be, including associated Public Realm Areas) has been installed and is operational.

13.2 Unless otherwise Approved by the Council, not to Occupy (or permit to be Occupied) each Building (or any part of it) in the First 2021 Development otherwise than in accordance with the CCTV Scheme, as Approved by the Council, in respect of that Building.

14 **Car Parking**

14.1 Not to allow, cause or permit access to any car parking space within the First 2021 Development for any non-Occupier or visitor unless and until a Car Parking Management Strategy has been submitted to, and Approved by, the Council PROVIDED THAT for the avoidance of doubt this does not apply to any employees of an End User.

14.2 Not to allow, cause or permit access to any car parking space within the First 2021 Development for any non-Occupier or visitor except in accordance with the Car Parking Management Strategy as Approved by the Council pursuant to Paragraph 14.1 above.

14.3 Not to amend the Car Parking Management Strategy, as Approved by the Council pursuant to Paragraph 14.1 above, without the further Approval of the Council.

14.4 To maintain, repair and keep in good order any such non-Occupier or visitor parking spaces as identified within the Car Parking Management Strategy for the lifetime of the First 2021 Development unless such parking spaces are withdrawn from use by non-Occupiers or visitors PROVIDED THAT it is agreed that any such withdrawal would require an amendment to the Car Parking Management Strategy (as Approved by the Council) pursuant to Paragraph 14.3 above.

15 **Car Club**

15.1 No later than six (6) months after Commencement of Phase 3, to submit the Car Club Strategy (North Site) to the Council for Approval.

15.2 Not to Occupy (or permit to be Occupied) any Housing Units within Phase 3 unless and until:

(a) the Car Club Strategy (North Site) has been Approved by the Council; and

(b) the Car Club has been brought into operation at the First 2021 Development in accordance with the Car Club Strategy (North Site) as Approved by the Council pursuant to this Paragraph.

15.3 To procure the provision of two (2) Car Club Cars to serve the First 2021 Development for a minimum period of five (5) years from the date when the first Housing Unit within the First 2021 Development is Occupied and to ensure that such Car Club Cars are serviced, maintained and kept in good running order and substantial repair for use by members of the Car Club at all times during such period.

15.4 Unless it is agreed by the Council that such spaces are to be on-street, to ensure that two (2) parking spaces at the First 2021 Development are for the lifetime of the First 2021 Development:

(a) reserved for the purpose of parking Car Club Cars and used for no other purpose;

(b) maintained in good and substantial repair; and

(c) marked "Car Club Use Only".

15.5 Unless otherwise Approved by the Council, not to Occupy (or permit to be Occupied) any Housing Units in Phase 3 otherwise than in accordance with the Car Club Strategy (North Site) as Approved by the Council pursuant to Paragraph 15.2 above.

16 **Public Art – Phase 2**

16.1 Not to Commence (or permit to be Commenced) Phase 2 unless and until the Public Art and Cultural Strategy (Phase 2) has been submitted to the Council for Approval unless a later date for submission is Approved by the Council.

16.2 To use Reasonable Endeavours to agree the Public Art and Cultural Strategy (Phase 2) with the Council before the Public Art and Cultural Strategy (Phase 2) Agreement Date.

16.3 Subject to Paragraph 16.5 below, to Practically Complete the Public Art and Cultural Strategy (Phase 2), as Approved by the Council, or such revised scheme as may be agreed in writing by the Council.

16.4 If the Public Art and Cultural Strategy (Phase 2) is not Approved before the Public Art and Cultural Strategy (Phase 2) Agreement Date (or such other date as Approved by the Council), to pay to the Council the Public Art and Cultural Default Contribution (Phase 2) within ten (10) Working Days of the Public Art and Cultural Strategy (Phase 2) Agreement Date.

16.5 If the Owner pays the Public Art and Cultural Default Contribution (Phase 2) in accordance with Paragraph 16.4 above, the obligations in this Paragraph 16 shall absolutely determine and cease to be of any further legal effect.

17 **Public Art – Phase 3**

17.1 No later than six (6) months after the Commencement of Phase 3 to submit the Public Art and Cultural Strategy (Phase 3) to the Council for Approval unless a later date for submission is Approved by the Council.

17.2 To use Reasonable Endeavours to agree the Public Art and Cultural Strategy Phase 3 with the Council before the Public Art and Cultural Strategy (Phase 3) Agreement Date.

17.3 Subject to Paragraph 17.5 below, to Practically Complete the Public Art and Cultural Strategy (Phase 3), as Approved by the Council, or such revised scheme as may be agreed in writing by the Council.

17.4 If the Public Art and Cultural Strategy (Phase 3) is not Approved before the Public Art and Cultural Strategy (Phase 3) Agreement Date (or such other date as is Approved by the Council), to pay to the Council the Public Art and Cultural Default Contribution (Phase 3) within ten (10) Working Days of the Public Art and Cultural Strategy (Phase 3) Agreement Date.

17.5 If the Owner pays the Public Art and Cultural Default Contribution (Phase 3) in accordance with Paragraph 17.4 above, the obligations in this Paragraph 17 shall absolutely determine and cease to be of any further legal effect.

18 **Biscuit Tin**

18.1 Not to demolish, remove or relocate the Biscuit Tin (or such other trigger that shall have been Approved by the Council prior to the commencement of any works of demolition in respect of the Biscuit Tin or before the Biscuit Tin is removed or relocated) unless and until:

(a) the Biscuit Tin Replacement Unit Specification has been Approved by the Council;

(b) the Biscuit Tin Replacement Unit has been Practically Completed in accordance with the Biscuit Tin Replacement Unit Specification; and

(c) the Biscuit Tin Replacement Unit Transfer has been completed;

PROVIDED THAT the Biscuit Tin Replacement Unit shall not be located on any part of the Public Realm Areas.

18.2 At all times from completion of (and for the duration of) the Biscuit Tin Replacement Unit Transfer, to maintain the Biscuit Tin Replacement Unit in accordance with the Biscuit Tin Replacement Unit Transfer.

19 **Construction ESP - Phase 2**

19.1 Unless the Owner gives written notice to the Council that it wishes to pay the Construction ESP (Phase 2) Contribution in lieu of its obligation to prepare the Construction ESP (Phase 2), not to Commence Phase 2 unless and until Paragraphs 19.4 and 19.5 below have been complied with.

19.2 If the Owner gives written notice to the Council that it wishes to pay the Construction ESP (Phase 2) Contribution:

(a) to pay the Construction ESP (Phase 2) Contribution to the Council at least three (3) months before Commencement of Phase 2;

(b) not to Commence Phase 2 unless and until the Construction ESP (Phase 2) Contribution has been paid to the Council in full.

19.3 On payment of the Construction ESP (Phase 2) Contribution in accordance with Paragraph 19.2 above the provisions of Paragraphs 19.4 to 19.7 below shall absolutely determine and cease to be of any further legal effect.

19.4 No later than three (3) months before Commencement of Phase 2, to submit the Construction ESP (Phase 2) to the Council for Approval.

19.5 Subject to Paragraph 19.3 above, not to Commence Phase 2 unless and until the Construction ESP (Phase 2) has been Approved.

19.6 Not to construct Phase 2 otherwise than in accordance with the Construction ESP (Phase 2) as Approved by the Council pursuant to Paragraph 19.5 PROVIDED THAT for the avoidance of any doubt this obligation shall continue until Practical Completion of Phase 2.

19.7 In carrying out its obligations under Paragraphs 19.4 to 19.6 above, to co-operate with the Council and its Partner Organisation in the preparation of, and compliance with, the Construction ESP (Phase 2) as Approved by the Council.

20 **End User ESP - Phase 2**

20.1 Unless the Owner gives written notice to the Council that it wishes to pay the End User ESP (Phase 2) Contribution in lieu of its obligation to prepare the End User ESP (Phase 2), not to Occupy (or permit an End User(s) to Occupy) any Building within Phase 2 unless and until the provisions of Paragraphs 20.4 and 20.5 below have been complied with

20.2 If the Owner gives written notice to the Council that it wishes to pay the End User ESP (Phase 2) Contribution as described in Paragraph 20.1 above:

(a) to pay the End User ESP (Phase 2) Contribution to the Council at least three (3) months prior to Occupation of any Building within Phase 2;

(b) not to Occupy (or permit an End User(s) to Occupy) any Building within Phase 2 unless and until the End User ESP (Phase 2) Contribution has been paid to the Council in full.

20.3 On payment of the End User ESP (Phase 2) Contribution in accordance with Paragraph 20.2 above the provisions of Paragraphs 20.4, 20.5, 20.6 and 20.8 below shall absolutely determine and cease to have any further legal effect.

20.4 If the Owner does not give notice as described in Paragraph 20.1 above, then at least three (3) months prior to the proposed first Occupation of Phase 2 to submit the End User ESP (Phase 2) to the Council for Approval.

20.5 Not to Occupy (or permit an End User(s) to Occupy) any Building within Phase 2 unless and until the End User ESP (Phase 2) has been Approved.

20.6 If the End User ESP (Phase 2) is Approved by the Council under Paragraph 20.5 above, then:

(a) where Phase 2 (or part of it) is Occupied by the Owner, then the Owner shall implement, observe, monitor and comply with the End User ESP (Phase 2) to the reasonable satisfaction of the Council; and

(b) where Phase 2 (or part of it) is Occupied by an End User(s) other than the Owner, then the Owner shall use Reasonable Endeavours to ensure that the End User(s) shall implement, observe, monitor and comply with the End User ESP (Phase 2) to the reasonable satisfaction of the Council.

20.7 This Paragraph 20 shall apply only in respect of the first End User(s) to Occupy Phase 2 (and each and every part of it).

20.8 In carrying out its obligations under Paragraphs 20.4, 20.5 and 20.6 above, to co-operate with the Council and its Partner Organisation in the preparation of, and compliance with, the End User ESP (Phase 2) as Approved by the Council.

20.9 This Paragraph 20 shall not apply:

(a) to any Non-Residential Lease for an area of Non-Residential Floorspace in Phase 2 that is less than six hundred square metres (600 sqm) Gross Internal Area; and

(b) in respect of any Non-Residential Floorspace where the Non-Residential Lessee of that Non-Residential Floorspace has, prior to its Occupation of the relevant Non-Residential Floorspace in Phase 2, satisfied the Council that it has in place and shall implement alternative training and employment initiatives that have been Approved by the Council.

21 **Construction ESP - Phase 3**

21.1 Unless the Owner gives written notice to the Council that it wishes to pay the Construction ESP (Phase 3) Contribution in lieu of its obligation to prepare the Construction ESP (Phase 3) in respect of a Plot in Phase 3, not to Commence each Plot within Phase 3 unless and until Paragraphs 21.4 and 21.5 below have been complied with.

21.2 If the Owner gives written notice to the Council that it wishes to pay the Construction ESP (Phase 3) Contribution in respect of a Plot in Phase 3:

(a) to pay the relevant Construction ESP (Phase 3) Contribution to the Council at least three (3) months before Commencement of the relevant Plot within Phase 3;

(b) not to Commence the relevant Plot within Phase 3 unless and until the Construction ESP (Phase 3) Contribution in respect of that Plot has been paid to the Council in full.

21.3 On payment of the Construction ESP (Phase 3) Contribution in respect of a Plot within Phase 3 in accordance with Paragraph 21.2 above the provisions of Paragraphs 21.4 to 21.7 below shall absolutely determine and cease to be of any further legal effect in respect of that Plot.

21.4 No later than three (3) months before Commencement of the relevant Plot within Phase 3, to submit the Construction ESP (Phase 3) to the Council for Approval.

21.5 Subject to Paragraph 21.3 above, not to Commence each Plot within Phase 3 unless and until the Construction ESP (Phase 3) in respect of that Plot has been Approved.

21.6 Not to construct each Plot within Phase 3 otherwise than in accordance with the Construction ESP (Phase 3) in respect of that Plot as Approved by the Council pursuant to Paragraph 21.5 PROVIDED THAT for the avoidance of any doubt this obligation shall continue until Practical Completion of the relevant Plot in Phase 3.

21.7 In carrying out its obligations under Paragraphs 21.4 to 21.6 above, to co-operate with the Council and its Partner Organisation in the preparation of,

and compliance with, each Construction ESP (Phase 3) as Approved by the Council.

22 **End User ESP - Phase 3**

22.1 Unless the Owner gives written notice to the Council that it wishes to pay the End User ESP (Phase 3) Contribution in lieu of its obligation to prepare the End User ESP (Phase 3) in respect of a Plot within Phase 3, not to Occupy (or permit an End User(s) to Occupy) that Plot within Phase 3 unless and until the provisions of Paragraphs 22.4 and 22.5 below have been complied with.

22.2 If the Owner gives written notice to the Council that it wishes to pay the End User ESP (Phase 3) Contribution in respect of a Plot within Phase 3, then:

(a) to pay the End User ESP (Phase 3) Contribution to the Council at least three (3) months prior to the first Occupation of the Plot within Phase 3 to which it relates;

(b) not to Occupy (or permit an End User(s) to Occupy) the relevant Plot within Phase 3 unless and until the End User ESP (Phase 3) Contribution has been paid to the Council in full.

22.3 On payment of an End User ESP (Phase 3) Contribution in respect of a particular Plot within Phase 3 in accordance with Paragraph 22.2 above the provisions of Paragraphs 22.4, 22.5, 22.6 and 22.8 below shall absolutely determine and cease to be of any further legal effect in respect of that Plot.

22.4 If the Owner does not give notice as described in Paragraph 22.1 above, then at least three (3) months prior to the proposed first Occupation of the relevant Plot within Phase 3, to submit the End User ESP (Phase 3) in respect of that Plot to the Council for Approval.

22.5 Not to Occupy (or permit an End User(s) to Occupy) a Plot within Phase 3 unless and until the End User ESP (Phase 3) in respect of that Plot has been Approved.

22.6 If the End User ESP (Phase 3) is Approved by the Council under Paragraph 22.5 above, then:

(a) where the relevant Plot (or part of it) is Occupied by the Owner, then the Owner shall implement, observe, monitor and comply with the End User ESP (Phase 3) in respect of that Plot to the reasonable satisfaction of the Council; and

(b) where the relevant Plot (or part of it) is Occupied by an End User(s) other than the Owner, then the Owner shall use Reasonable Endeavours to ensure that the End User(s) shall implement, observe, monitor and comply with the End User ESP (Phase 3) relating to that Plot to the reasonable satisfaction of the Council.

22.7 This Paragraph 22 shall apply only in respect of the first Non-Residential Lessee to Occupy the relevant Plot within Phase 3 and each and every part of it.

22.8 In carrying out its obligations under Paragraphs 22.4, 22.5 and 22.6 above, to co-operate with the Council and its Partner Organisation in the preparation of, and compliance with, the End User ESP (Phase 3) as Approved by the Council.

22.9 This Paragraph 22 shall not apply:

(a) to any Non-Residential Lease in Phase 3 that (when aggregated with all other Non-Residential Lease(s) granted to the same Non-Residential Lessee in Phase 3) is less than six hundred square metres (600 sqm) Gross Internal Area; and

(b) in respect of any Non-Residential Floorspace where the Non-Residential Lessee of that Non-Residential Floorspace has, prior to its Occupation of the relevant Non-Residential Floorspace in Phase 3, satisfied the Council that it has in place and shall implement alternative training and employment initiatives that have been Approved by the Council.

23 **ESP Monitoring Fees**

To pay to the Council the relevant ESP Monitoring Fees for each ESP, as Approved by the Council, as calculated by the Council in accordance with both the Employment Skills and Training SPD and the programme for payment set out in each ESP as Approved by the Council.

24 **Build to Rent - General**

24.1 This Paragraph 24 shall apply to each and every Build to Rent Plot.

24.2 To ensure that the first application for Reserved Matters Approval in respect of each Build to Rent Plot includes:

(a) full details of all the Build to Rent Units and associated areas; and

(b) the Communal Facilities (Build to Rent);

that are to be provided within that Build to Rent Plot.

24.3 To ensure that the first application for Reserved Matters Approval in respect of each Housing Plot identifies all General Housing Units and associated areas within that Housing Plot.

24.4 Subject to Paragraph 24.17 below, to operate and manage the Build to Rent Units constructed within the North Site (192032) on the basis of Build to Rent in accordance with the following provisions throughout the Build to Rent Covenant Period and FOR THE AVOIDANCE OF DOUBT the provisions in this Paragraph 24 shall no longer be enforceable and shall cease to have further effect following the end of the Build to Rent Covenant Period except for Paragraph 24.13 and any antecedent breach relating to Paragraph 24.16.

24.5 To ensure that all the Build to Rent Units in a Building and the Communal Facilities (Build to Rent) that are associated with that Building are managed by one (1) single management company throughout the Build to Rent Covenant Period.

24.6 Not to Occupy (or permit to be Occupied) each Build to Rent Unit unless and until the Council has been provided with the name and contact details of the management company appointed to manage that Build to Rent Unit.

24.7 To notify the Council within ten (10) Working Days of any change in the name and contact details of the management company as previously notified pursuant to Paragraph 24.6 above.

24.8 To offer prospective tenants of each Build to Rent Unit a tenancy of at least three (3) years PROVIDED THAT it is acknowledged that the prospective tenant may choose to request a shorter tenancy.

24.9 To ensure that all tenancies of Build to Rent Units shall include provisions enabling tenants to give two (2) months' notice to terminate the tenancy after six (6) months from the date of the start of the tenancy without requiring the payment of any fee.

24.10 Not to Occupy (or permit to be Occupied) each Build to Rent Plot unless and until the Communal Facilities (Build to Rent) within that Build to Rent Plot have been Practically Completed in accordance with the details Approved by the Council pursuant to the relevant Reserved Matters Approval (unless a later date for provision has been Approved by the Council).

24.11 To maintain the Communal Facilities (Build to Rent) in good order, repair, condition and appearance (including ensuring that all necessary structural and non-structural repairs, renewals, replacements, additions and improvements are promptly made).

24.12 To ensure that each tenancy of a Build to Rent Unit shall include provisions that enable residents to have the right to access and use the Communal Facilities (Build to Rent) in the relevant Building subject to reasonable management requirements PROVIDED THAT for the avoidance of doubt the charges and other terms of use shall be the same for all residents (regardless of tenure).

24.13 At the end of the Build to Rent Covenant Period to:

(a) continue to provide, manage and maintain the Communal Facilities (Build to Rent) in good order, repair, condition and appearance (including ensuring that all necessary structural and non-structural repairs, renewals, replacements, additions and improvements are promptly made); or

(b) to provide, manage and maintain (or procure the provision, management and maintenance of) alternative amenity facilities of equivalent effect in accordance with a timetable for their provision and arrangements for their management as have been Approved by the Council.

24.14 To ensure that the Service Charges payable in respect of each Build to Rent Unit in the North Site (192032) shall be set at such a level as to cover the costs of providing the services to which the charge relates and a reasonable amount for administration but no more.

24.15 To give the Council no less than twenty (20) Working Days prior written notification of its intention to complete a Build to Rent Clawback Disposal during the Build to Rent Covenant Period.

24.16 Not to complete a Build to Rent Clawback Disposal unless and until:

(a) the Build to Rent Clawback Valuation has been submitted to, and Approved by, the Council; and

(b) the Build to Rent Clawback Contribution has been paid in full to the Council,

24.17 Provided that the Owner has complied with the requirements of Paragraphs 24.15 and 24.16 above, then save for:

(a) any antecedent breach; and

(b) Paragraph 24.13, which shall continue to apply,

the provisions of this Paragraph 24 shall absolutely determine and cease to be of any further legal effect in respect only of any relevant Build to Rent Unit in the North Site (192032) once the Build to Rent Clawback Contribution in respect of that Build to Rent Unit has been paid to the Council.

25 **Affordable Housing – General Housing Unit Plots**

25.1 This Paragraph 25 shall apply to each and every General Housing Unit Plot.

25.2 No less than twelve and a half percent (12.5%) of the General Housing Units within each General Housing Unit Plot shall be Affordable Housing Units.

25.3 Unless otherwise Approved by the Council, to Practically Complete (at its own cost and expense) the Affordable Housing Units in each General Housing Unit Plot in accordance with the Standards.

25.4 To ensure that the first application for Reserved Matters Approval in respect of each General Housing Unit Plot includes details of the size, layout, quantum, tenure and location of the Affordable Housing Units to be constructed in that General Housing Unit Plot.

25.5 Not to Occupy (or permit to be Occupied) more than ninety percent (90%) of the Market Housing Units in each General Housing Unit Plot unless and until the Affordable Housing Units in that General Housing Unit Plot have been:

(a) Practically Completed in accordance with the Affordable Housing Mix and are available for Occupation; and

(b) Transferred to a Housing Association or Registered Provider.

25.6 To provide the Council with no less than ten (10) Working Days' notice of the Transfer pursuant to Paragraph 25.5 above.

25.7 Not to use (or permit to be used) the Affordable Housing Units except for the provision of Affordable Housing in accordance with the First 2021 Permission and the obligations, stipulations and other matters set out in this Agreement.

25.8 Upon the date that is three (3) months prior to the Transfer Date, to notify the Council in writing if any of the Affordable Housing Units have not at that time been Transferred to a Housing Association or a Registered Provider.

25.9 No later than five (5) Working Days after the Transfer Date, to notify the Council in writing if any of the Affordable Housing Units have not at that time been Transferred to a Housing Association or a Registered Provider.

25.10 If any of the Affordable Housing Units have not been Transferred to a Housing Association or a Registered Provider by the Transfer Date, the Council may at its discretion direct that the relevant Affordable Housing Units be Transferred (at the Affordable Housing Price and on reasonable terms) to:

(a) a Housing Association or Registered Provider identified by the Council; or

(b) the Council in its capacity as local housing authority.

25.11 If Paragraph 25.10 applies and:

(a) the Council does not give a direction to Transfer the relevant Affordable Housing Units within two (2) months of receipt of the notice from the Owner pursuant to Paragraph 25.9 above; or

(b) the Council does give a direction but the exchange of contracts for the Transfer of the relevant Affordable Housing Units to the named Housing Association or Registered Provider or to the Council has not taken place within two (2) months of the date that the Council provided the direction to Transfer,

to submit the Affordable Housing Valuation for Approval by the Council PROVIDED THAT the Affordable Housing Valuation shall be submitted to the Council no later than four (4) months after the Transfer Date PROVIDED FURTHER THAT if the Affordable Housing Valuation is not Approved by the Council it shall be referred for determination by an Expert pursuant to Clause 21.

25.12 If Paragraph 25.11 applies, not to Occupy (or permit to be Occupied) more than ninety percent (90%) of the Market Housing Units in each General Housing Unit Plot unless and until the Affordable Housing Contribution has been paid to the Council in full.

25.13 Upon payment of the Affordable Housing Contribution pursuant to Paragraph 25.12 above, the obligations in this Paragraph 25 shall absolutely determine and cease to be of any further legal effect insofar as they are binding on any Affordable Housing Unit to which the Affordable Housing Contribution relates and for the avoidance of doubt any exchange of contracts shall no longer be required.

25.14 The restrictions contained in this Paragraph 25 shall not be binding on a chargee, mortgagee and/or receiver (including an administrative receiver, appointed by such chargee) or any other person appointed under any security documentation to enable such chargee, mortgagee and/or receiver to realise its security or any administrator (however appointed) including a housing administrator (each being a receiver) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such chargee, mortgagee and/or receiver PROVIDED THAT:

(a) such chargee, mortgagee or receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units (the **RP Notice**);

(b) if the Council provides written notice to the chargee, mortgagee or receiver that the Transfer of the Affordable Housing Units can be made to another Housing Association or Registered Provider or to the Council within three (3) calendar months of the date of the RP Notice, then the chargee, mortgagee or receiver shall use Reasonable Endeavours over that period to complete a Transfer of the Affordable Housing Units to another Housing Association or Registered Provider or the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and

(c) if such Transfer has not been completed within the said three (3) month period, then the mortgagee, chargee or receiver shall be entitled to dispose of the Affordable Housing Units free from the obligations contained within this Paragraph and these provisions shall absolutely determine and cease to be of any further legal effect.

25.15 The restrictions contained in this Paragraph 25 above shall not be binding upon any person acquiring a statutory right to buy or acquire or through any voluntary purchase scheme promoted by Homes England and/or any other public body or any such person's mortgagee or chargee or any successors of title or person deriving title from the same and shall cease to apply to any Shared Ownership Unit where a Housing Association or Registered Provider (as the case may be) disposes of one hundred per cent (100%) of the equity in such Shared Ownership Unit.

26 **Affordable Housing – Build to Rent Plots**

26.1 This Paragraph 26 shall apply to each and every Build to Rent Plot.

26.2 No less than twelve and a half percent (12.5%) of the Build to Rent Units within each Build to Rent Plot shall be Affordable Private Rent Units.

26.3 Not to provide the Affordable Housing on each Build to Rent Plot otherwise than as Affordable Private Rented Housing at Affordable Rent.

26.4 To ensure that the first application for Reserved Matters Approval in respect of the Build to Rent Units to be provided in each Build to Rent Plot includes details of the size, layout, quantum and location of the Affordable Private Rented Housing to be constructed in that Build to Rent Plot PROVIDED THAT such details shall be in accordance with the Affordable Housing Bedroom Mix.

26.5 To offer to Eligible Tenants tenancies of at least three (3) years in length although it is acknowledged that prospective tenants are not required to take a three (3) year tenancy and may opt for a shorter tenancy.

26.6 To include in each tenancy of the Affordable Private Rent Units such terms which enable Eligible Tenants to determine the tenancy after six (6) months from the commencement of the tenancy upon giving two (2) months' notice without incurring any fee or other penalty.

26.7 Not to charge rent on each Affordable Private Rent Unit at more than the relevant LHA rate.

26.8 To ensure that the Service Charges in respect of each Affordable Private Rent Unit shall be included within the rent that is charged for that Affordable Private Rent Unit.

26.9 Not to increase the rent of each Affordable Private Rent Unit by more than the increase in the relevant LHA rate or, if the LHA rate no longer exists, by more than the CPI.

26.10 Not to Occupy (or permit to be Occupied) more than seventy-five percent (75%) of the Market Rent Units within each Build to Rent Plot unless and until the Affordable Private Rent Units in that Build to Rent Plot have been Practically Completed and are available for letting.

26.11 To provide the Council with no less than ten (10) Working Days' notice of the Practical Completion of the Affordable Private Rent Units pursuant to Paragraph 26.10 above.

26.12 Notwithstanding any cessation of any Build to Rent Plot (or any part of it) as a Build to Rent scheme in accordance with Paragraph 24 above, to continue to ensure that the Affordable Private Rent Units within that Build to Rent Plot are made available as Affordable Housing except as provided for below.

26.13 If any Build to Rent Plot (or any part of it) ceases to be used as Build to Rent in accordance with Paragraph 24 above, to:

(a) provide the Council with no less than ten (10) Working Days' notice of such cessation of use; and

(b) subject to Paragraph 26.16 below, use Reasonable Endeavours to Transfer the Affordable Private Rent Units in that Build to Rent Plot to a Housing Association or Registered Provider within three (3) months of the Build to Rent Plot (or any part of it) ceasing to be used as Build to Rent.

26.14 No later than two (2) months after receipt of the notice from the Owner pursuant to Paragraph 26.13 above, the Council may at its discretion direct that the relevant Affordable Private Rent Units be Transferred (at the Affordable Housing Price) to:

(a) a Housing Association or Registered Provider identified by the Council; or

(b) the Council in its capacity as local housing authority.

26.15 Where the Council does not give a direction to Transfer the relevant Affordable Private Rent Units within the period specified in Paragraph 26.14 above, or where it does so but the exchange of contracts for the Transfer of the relevant Affordable Private Rent Units to the named Housing Association or Registered Provider or to the Council has not taken place within two (2) months of the date that the Council provided the direction to transfer, the Owner shall:

(a) submit the Affordable Private Rent Market Valuation to the Council for Approval no later than four (4) months after service of the notice pursuant to Paragraph 26.13 above; and

(b) pay to the Council the Affordable Private Rent Payment within ten (10) Working Days of the Affordable Housing Private Rent Market Valuation being Approved by the Council pursuant to Paragraph 26.15(a) above or determined by an Expert pursuant to Clause 21 (as the case may be).

26.16 Upon payment of the Affordable Private Rent Payment pursuant to Paragraph 26.15 above, the obligations in this Paragraph 26 shall absolutely determine and cease to be of any further legal effect in respect of the relevant Affordable Private Rent Units to which it relates and for the avoidance of doubt any exchange of contracts shall no longer be required.

26.17 To ensure that the number of Affordable Private Rent Units in a Housing Plot (that includes both Build to Rent Units and General Housing Units), when expressed as a percentage of the total quantum of Affordable Housing in that

Housing Plot, shall not exceed the number of Build to Rent Units when expressed as a percentage of the total number of Housing Units within that Housing Plot.

27 **Affordable Housing – Build to Rent Plots (Occupation and Tenancy Arrangements)**

Management Strategy

27.1 No later than three (3) months before Practical Completion of any Affordable Private Rent Units in a Build to Rent Plot, to submit the Affordable Private Rent Management Strategy to the Council for Approval.

27.2 Not to Occupy (or permit to be Occupied) any Affordable Private Rent Unit unless and until the Affordable Private Rent Management Strategy in respect of that Affordable Private Rent Unit has been Approved by the Council.

27.3 Not to Occupy (or permit to be Occupied) the Affordable Private Rent Units otherwise than in accordance with the Affordable Private Rent Management Strategy as Approved by the Council pursuant to Paragraph 27.2 above (including any revisions to it that may from time to time be Approved by the Council).

Initial Tenancies

27.4 No later than three (3) months before Practical Completion of any Affordable Private Rent Units in a Build to Rent Plot, to submit the Affordable Private Rent PC Notice to the Council.

27.5 No later than one (1) month after submitting the Affordable Private Rent PC Notice to the Council pursuant to Paragraph 27.4 above:

(a) to provide the Council with information in writing as to rents, specifications (fixtures, fittings and finishes), floorplans and management arrangements for the relevant Affordable Private Rent Units; and

(b) the Marketing Period shall commence.

27.6 To provide the Council with at least five (5) Working Days' prior notice in writing of the start of the Marketing Period.

27.7 For the first four (4) weeks of the Marketing Period, to market the Affordable Private Rent Units exclusively to the Council nominees in accordance with the following procedure:

(a) from the start of the Marketing Period, the Council will have ten (10) Working Days to advertise the Affordable Private Rent Units and arrange viewing days for potential Eligible Tenants;

(b) the Council will then have a further five (5) Working Days to confirm whether potential tenants satisfy the criteria of an Eligible Tenant and then nominate those potential tenants to the Owner;

(c) subject to any appropriate checks by the Owner that potential tenants satisfy the criteria of an Eligible Tenant, each of the potential tenants will have then two (2) Working Days to confirm if he/she wishes to take the particular Affordable Private Rent Unit for which he/she has applied and/or been nominated;

(d) if the Owner (acting reasonably) considers that any potential tenant does not satisfy the criteria of an Eligible Tenant, it will notify the Council who will then have an additional two (2) Working Days to nominate an alternative tenant for that particular Affordable Private Rent Unit.

27.8 Where more than one (1) potential tenant wants the same Affordable Private Rent Unit, priority will be given in accordance with the following hierarchy:

(a) households on the Council's housing waiting list;

(b) households where at least one (1) person both lives and works in the Borough;

(c) households where at least one (1) person either lives or works in the Borough;

(d) households where at least one (1) person lives or works in a neighbouring local authority.

27.9 After the initial four (4) week period, any remaining available Affordable Private Rent Units can be marketed by both the Council and the Owner PROVIDED THAT within this period the Council may still nominate potential tenants but priority shall be determined on a first come first served basis instead of the priority set out at Paragraph 27.8 above subject at all times to potential tenants satisfying the criteria of an Eligible Tenant.

Subsequent Tenancies

27.10 All tenancies shall require tenants of the Affordable Private Rent Units to provide two (2) months' notice to the Owner and the Council of their intention to activate a break clause at which point the relevant Affordable Private Rent Unit can be marketed.

27.11 The principles and processes set out in Paragraphs 27.6 – 27.10 above shall apply to all subsequent vacancies and tenancies in respect of the Affordable Private Rent Units.

Annual Statement

27.12 To submit an annual statement to the Council with such evidence as is reasonably required by the Council to confirm that the Owner is complying with the requirements of this Paragraph 27.

28 **Garrard Street Bridge Works**

28.1 To Practically Complete:

(a) the Garrard Street Bridge Works; and

(b) the Garrard Street Podium Works,

prior to first Occupation of any Building in Phase 2 (unless an alternative timetable is Approved by the Council).

28.2 Not to Occupy (or permit to be Occupied) any Building in Phase 2 unless and until the Garrard Street Bridge Works and the Garrard Street Podium Works have been Practically Completed and are open for use by the public (unless an alternative timetable is Approved by the Council).

29 **Second Monitoring Contribution**

29.1 To pay the Second Monitoring Contribution to the Council prior to Occupation of any Building in Phase 2 or Phase 3 (whichever is the earlier).

29.2 Not to Occupy (or permit to be Occupied) any Building in Phase 2 or Phase 3 (whichever is the earlier) unless and until the Second Monitoring Contribution has been paid to the Council.

Schedule 7 - Obligations in respect of the South Site

1 **Public Realm**

1.1 Not to Occupy (or permit to be Occupied) more than ninety percent (90%) of the Market Rent Units in the South Site unless and until the Public Realm Areas (South Site) have been Practically Completed (or such alternative date Approved by the Council)

1.2 To maintain the Public Realm Areas (South Site) to at least the standards reasonably required by the Council.

1.3 Following Practical Completion of the Public Realm Areas (South Site) (or any part of them), to permit the public pedestrian and cycle access to those Public Realm Areas (South Site) (or the relevant part of them as the case may be) twenty four (24) hours per day PROVIDED THAT:

(a) it is agreed by the Council and the Owner that there is no intention to create any public rights of way over the Public Realm Areas (South Site) and that the access of the public to the Public Realm Areas (South Site) shall be in common with the rights of all persons having rights over them;

(b) notwithstanding anything contained in this Schedule the Owner may from time to time prevent or restrict access to the Public Realm Areas (South Site) (or any part of them) but only for so long as is reasonably necessary for the following purposes:

(i) the maintenance of the Public Realm Areas (South Site) (or any part of them);

(ii) the laying, construction, inspection, maintenance, repair or renewal of any Building or any Services or Service Media serving such Building on land adjoining the Public Realm Areas (South Site) (or any part of them) including the erection of scaffolding;

(iii) the rebuilding or redevelopment of any part(s) of the land adjoining the Public Realm Areas (South Site);

(iv) in cases of emergency threatening danger to the public or in the interests of security;

(v) for any other sufficient cause approved by the Council;

(vi) servicing of the South Site Development;

(vii) closure for twenty four (24) hours each year to prevent the creation of any public rights of way over the Public Realm Areas (South Site) (or any part of them);

(viii) closure to allow the Owner and/or its contractors or occupiers of the South Site Development to carry out maintenance, cleaning, remedial works and other necessary works to the relevant areas and/or the parts of the South Site Development or other developments abutting such areas (including works of shop-fitting or other structural or non-structural works and/or alterations);

(c) the Owner may:

(i) impose reasonable management procedures so as to ensure that any use of cycles over the Public Realm Areas is safe provided that cyclists are not unreasonably impeded or restricted in their passage over the Public Realm Areas; and

(ii) use parts of the Public Realm Areas in connection with any adjoining commercial units for external furniture (such as tables and chairs) subject to obtaining the prior written approval of the Council.

1.4 Following Practical Completion of the Lift and the Public Realm Areas (South Site) adjacent to it, to permit the public pedestrian and cycle access to the Lift twenty four (24) hours per day PROVIDED THAT:

(a) it is agreed by the Council and the Owner that there is no intention to create any public rights of way in respect of the Lift and that the access of the public to the Lift shall be in common with the rights of all persons having rights over it; and

(b) notwithstanding anything contained in this Schedule the Owner may from time to time prevent or restrict access to the Lift but only for so long as is reasonably necessary for the following purposes:

(i) maintenance of the Lift;

(ii) in cases of emergency threatening danger to the public;

(iii) for any other sufficient cause approved in writing by the Council;

(iv) closure for twenty four (24) hours each year to prevent the creation of any public rights of way in connection with the Lift subject to written notice of the date being given to the Council at least ten (10) Working Days in advance of such closure;

(v) closure to allow the Owner and/or its contractors or occupiers of the South Site Development to carry out maintenance, cleaning, remedial works and other necessary works to the areas abutting the parts of the South Site Development that provide access to the Lift.

2 **General Management**

2.1 Not to position commercial or residential waste bins within the public highway or Public Realm Areas (South Site) and to ensure that the collection of commercial and residential waste is carried out from within the service areas of the Buildings that form part of the South Site Development.

2.2 To allocate car parking and cycle areas on the South Site proportionately between Plot E and Plot F PROVIDED THAT if there is no or insufficient demand from residents of Plot E or Plot F for car parking spaces then the car parking spaces may be used by residents or Occupiers of the North Site (192032) and/or the North Site (201536).

3 **Build to Rent**

3.1 Not to operate and manage the Housing Units that are constructed within Plot E and Plot F otherwise than:

(a) as Build to Rent; and

(b) in accordance with this Paragraph 3,

for the Build to Rent Covenant Period and for the avoidance of doubt upon expiration of the Build to Rent Covenant Period the obligations set out in this Paragraph 3 shall absolutely determine and cease to be of any further legal effect (save for Paragraph 3.12 below and any antecedent breach).

3.2 To ensure that the Build to Rent Units and Communal Facilities in each of Plot E and Plot F are managed by one (1) single management company PROVIDED THAT for the avoidance of doubt the management company does not need to be the same for both Plot E and Plot F.

3.3 Not to Occupy (or permit to be Occupied) either Plot E or Plot F (as the case may be) unless and until the Council has been provided with the name and contact details of the management company appointed to manage the Build to Rent Units and Communal Facilities in Plot E and/or Plot F (as the case may be).

3.4 To notify the Council within ten (10) Working Days of any change in the name and contact details of the management company as previously notified pursuant to Paragraph 3.3 above.

3.5 To offer prospective tenants of each Market Rent Unit in Plot E and Plot F a tenancy of at least (three) 3 years PROVIDED THAT it is acknowledged that the prospective tenant may choose to request a shorter tenancy.

3.6 To ensure that all tenancies of Market Rent Units in Plot E and Plot F shall include provisions enabling tenants to give two (2) months' notice to terminate the tenancy after six (6) months from the date of the tenancy without requiring the payment of any fee.

3.7 Not to Occupy (or permit to be Occupied):

(a) any Market Rent Unit in Plot E unless and until the Communal Facilities located in Plot E have been Practically Completed and are available for Occupation (unless otherwise Approved by the Council); and

(b) any Market Rent Unit in Plot F unless and until:

(i) the Communal Facilities located in Plot F; and

(ii) the Communal Facilities located on the ground floor of Plot E,

have been Practically Completed and are available for Occupation (unless otherwise Approved by the Council).

3.8 To maintain the Communal Facilities in good order, repair, condition and appearance (including ensuring that all necessary structural and non-structural repairs, renewals, replacements, additions and improvements are promptly made).

3.9 To ensure that all tenancies of Market Rent Units in Plot F shall include provisions enabling residents of those Market Rent Units to have the right to access and use the Communal Facilities within both Plot E and Plot F subject to reasonable management requirements PROVIDED THAT for the avoidance of doubt the charges and other terms of use shall be the same for all residents (regardless of tenure).

3.10 To ensure that all tenancies of Market Rent Units in Plot E shall include provisions enabling residents of those Market Housing Units to have the right to access and use the Communal Facilities within Plot E subject to reasonable management requirements PROVIDED THAT for the avoidance of doubt the charges and other terms of use shall be the same for all residents (regardless of tenure).

3.11 To ensure that the Service Charges payable in respect of each Market Rent Unit on Plot E and Plot F shall be set at such a level as to cover the costs of providing the services to which the charge relates and a reasonable amount for administration but no more.

3.12 At the end of the Build to Rent Covenant Period to continue to provide and manage the Communal Facilities unless alternative amenity facilities of equivalent effect and a timetable for their provision and arrangements for their management have been Approved by the Council.

3.13 To give the Council no less than twenty (20) Working Days prior written notification of its intention to complete a Build to Rent Clawback Disposal during the Build to Rent Covenant Period.

3.14 Not to complete a Build to Rent Clawback Disposal unless and until:

(a) the Build to Rent Clawback Valuation has been submitted to, and Approved by, the Council; and

(b) the Build to Rent Clawback Contribution has been paid in full to the Council.

3.15 Provided that the Owner has complied with the requirements of Paragraphs 3.13 and 3.14 above, then save for:

(a) any antecedent breach; and

(b) Paragraph 3.12, which shall continue to apply,

the provisions of this Paragraph 3 shall absolutely determine and cease to be of any further legal effect in respect of any Build to Rent Unit once the relevant Build to Rent Clawback Contribution in respect of that Build to Rent Unit has been paid to the Council.

4 **Renewable Energy**

4.1 To ensure that all electricity used within the South Site Development is from a Renewable Energy Source for which the supplier holds the requisite number of Guarantees of Origin to support the amount of electricity consumed within the relevant period as referred to in the Electricity Act 1989 and to provide to the Council (if requested) copies of the relevant Guarantees of Origin.

5 **Affordable Housing Off Site Contribution**

5.1 To pay to the Council the Affordable Housing Off Site First Contribution and the Affordable Housing Off Site Second Contribution prior to the Practical Completion of any Building on Plot E or Plot F (whichever is the earlier).

5.2 Not to Occupy any Building on Plot E and Plot F (whichever is the earlier) unless and until:

(a) the Affordable Housing Off Site First Contribution; and

(b) the Affordable Housing Off Site Second Contribution,

have been paid to the Council in full.

6 **Open Space (Residential Related) Contribution**

6.1 To pay the Open Space (Residential Related) Contribution to the Council prior to first Occupation of any Housing Unit in Plot F.

6.2 Not to Occupy (or permit to be Occupied) any Housing Unit in Plot F unless and until the Open Space (Residential Related) Contribution has been paid to the Council.

7 **Affordable Housing - Provision**

7.1 To provide the Plot E Affordable Housing Units in the locations shown coloured peach on Plan 16A and Plan 16B or in such other location as may be Approved by the Council.

7.2 Not to provide the Plot E Affordable Housing Units otherwise than as Affordable Private Rented Housing to Eligible Tenants at Affordable Rent.

7.3 To offer to Eligible Tenants tenancies of at least three (3) years in length although it is acknowledged that prospective tenants are not required to take a three (3) year tenancy and may opt for a shorter tenancy.

7.4 To include in each tenancy of the Plot E Affordable Housing Units such terms which enable Eligible Tenants to determine the tenancy after six (6) months from the commencement of the tenancy upon giving two (2) months' notice without incurring any fee or other penalty.

7.5 To ensure that the Service Charges in respect of each Plot E Affordable Housing Unit shall be included within the rent that is charged for that Plot E Affordable Housing Unit.

7.6 Not to charge rent on each Plot E Affordable Housing Unit at more than the relevant LHA rate.

7.7 Not to increase the rent of each Plot E Affordable Housing Unit by more than the increase in the relevant LHA rate or, if the LHA rate no longer exists, by more than the CPI.

7.8 Not to Occupy (or permit to be Occupied) more than two hundred and seven (207) Market Rent Units in Plot E unless and until the Plot E Affordable Housing Units have been Practically Completed and are available for letting.

7.9 Notwithstanding any cessation of the South Site Development (or any part of it) as a Build to Rent scheme, to continue to ensure that the Plot E Affordable Housing Units are made available as Affordable Housing except as provided for below.

7.10 If the South Site Development (or any part of it) ceases to be operated as a Build to Rent scheme, to:

(a) notify the Council within ten (10) Working Days of the date that the South Site Development (or any part of it) has ceased to be operated as a Build to Rent scheme; and

(b) no later than one (1) month after the South Site Development (or any part of it) ceases to operate as a Build to Rent scheme, offer in writing to Transfer the Plot E Affordable Housing Units to a Housing Association or a Registered Provider to be Approved by the Council, such offer to be at no more than the Plot E Affordable Housing Market Valuation and to be open for acceptance for a period of three (3) months from the date when the offer is received by the relevant Housing Association or Registered Provider (**Offer Period**).

7.11 If, at the end of the Offer Period (or such longer period as may be agreed in writing between the Owner and the Council), no Housing Association or Registered Provider has acquired the Plot E Affordable Housing Units, to offer in writing the Transfer of the Plot E Affordable Housing Units to the Council (or an alternative Housing Association or Registered Provider nominated by the Council) no later than six (6) weeks after expiration of the Offer Period and on the same basis as set out in Paragraph 7.10(b) above PROVIDED THAT:

(a) any such Transfer to a Housing Association, a Registered Provider or the Council must be completed within two (2) months of the expiration of the Offer Period; and

(b) the Owner shall use Reasonable Endeavours to Transfer the Plot E Affordable Housing Units to a Housing Association, a Registered Provider or the Council (as the case may be) in accordance with this Paragraph 7.11.

7.12 If the Plot E Affordable Housing Units are not Transferred to a Housing Association, a Registered Provider or the Council pursuant to Paragraphs 7.10 and 7.11 above, to pay the Plot E Additional Affordable Housing Payment to the Council in accordance with Paragraph 7.13 below PROVIDED THAT for the avoidance of doubt if the Owner and the Council fail to agree the quantum of the Plot E Additional Affordable Housing Payment within four (4) months of:

(a) the date when the Council notifies the Owner that it will not acquire the Plot E Affordable Housing Units in response to the offer received from the Owner pursuant to Paragraph 7.11 above; or

(b) (if there is no such notification) the date when the Council's entitlement to acquire the Plot E Affordable Housing Units expires in accordance with Paragraph 7.11 above,

the quantum of the Plot E Additional Affordable Housing Payment shall be determined by an Expert in accordance with Clause 21.

7.13 To pay the Plot E Additional Affordable Housing Payment to the Council within ten (10) Working Days of the Plot E Additional Affordable Housing Payment having been agreed between the Council and the Owner or determined by an Expert in accordance with Clause 21 (as the case may be).

7.14 Upon payment to the Council of the Plot E Additional Affordable Housing Payment pursuant to Paragraph 7.13 above, this Paragraph 7 shall absolutely determine and cease to be of any further legal effect in respect of those Plot E Affordable Housing Units to which the Plot E Additional Affordable Housing Payment relates and for the avoidance of doubt any exchange of contracts shall no longer be required.

8 **Affordable Housing - Occupation and Tenancy Arrangements**

Management Strategy

8.1 No later than three (3) months before Practical Completion of the Plot E Affordable Housing Units, to submit the Plot E Affordable Housing Management Strategy to the Council for Approval.

8.2 Not to Occupy (or permit to be Occupied) any Plot E Affordable Housing Unit unless and until the Plot E Affordable Housing Management Strategy in respect of that Plot E Affordable Housing Unit has been Approved by the Council.

8.3 Not to Occupy (or permit to be Occupied) the Plot E Affordable Housing Units otherwise than in accordance with the Plot E Affordable Housing Management Strategy as Approved by the Council pursuant to Paragraph 8.2 above (including any revisions to it that may from time to time be Approved by the Council).

Initial Tenancies

8.4 No later than three (3) months before Practical Completion of the Plot E Affordable Housing Units, to submit the Plot E Affordable Housing PC Notice to the Council.

8.5 No later than one (1) month after submitting the Plot E Affordable Housing PC Notice to the Council pursuant to Paragraph 8.4 above, to provide the Council with information in writing as to rents, specifications (fixtures, fittings and finishes), floorplans and management arrangements for the relevant Plot E Affordable Private Rent Units PROVIDED THAT the Marketing Period shall commence on the date that is one (1) month after the Plot E Affordable Housing PC Notice is received by the Council.

8.6 For the first four (4) weeks of the Marketing Period, to market the Plot E Affordable Housing Units exclusively to the Council nominees in accordance with the following procedure:

(a) from the start of the Marketing Period, the Council will have fifteen (15) Working Days to advertise the Plot E Affordable Housing Units and arrange viewing days for potential Eligible Tenants;

(b) the Council will then have a further five (5) Working Days to confirm whether potential tenants satisfy the criteria of a Eligible Tenant and then nominate those potential tenants to the Owner;

(c) subject to any appropriate checks by the Owner that potential tenants satisfy the criteria of a Eligible Tenant, each of the potential tenants will have then two (2) Working Days to confirm if he/she wishes to take the particular Plot E Affordable Housing Unit for which he/she has applied and/or been nominated;

(d) if the Owner (acting reasonably) considers that any potential tenant does not satisfy the criteria of a Eligible Tenant, it will notify the Council who will then have an additional two (2) Working Days to nominate an alternative tenant for that particular Plot E Affordable Housing Unit.

8.7 Where more than one (1) potential tenant wants the same Plot E Affordable Housing Unit, priority will be given in accordance with the following hierarchy:

(a) households on the Council's housing waiting list;

(b) households where at least one (1) person both lives and works in the Borough;

(c) households where at least one (1) person either lives or works in the Borough;

(d) households where at least one (1) person lives or works in a neighbouring local authority.

8.8 After the initial four (4) week period, any remaining available Plot E Affordable Housing Units can be marketed by both the Council and the Owner PROVIDED THAT within this period the Council may still nominate potential tenants but priority shall be determined on a first come first served basis instead of the priority set out at Paragraph 8.7 above subject at all times to potential tenants satisfying the criteria of a Eligible Tenant.

Subsequent Tenancies

8.9 All tenancies shall require tenants of the Plot E Affordable Housing Units to provide two (2) months' notice to the Owner and the Council of their intention to activate a break clause at which point the relevant Plot E Affordable Housing Unit can be marketed.

8.10 The principles and processes set out in Paragraphs 8.6 to 8.9 above shall apply to all subsequent vacancies and tenancies in respect of the Plot E Affordable Housing Units.

Annual Statement

8.11 To submit an annual statement to the Council with such evidence as is reasonably required by the Council to confirm that the Owner is complying with the requirements of this Paragraph 8.

9 **Travel Plans**

9.1 To ensure that any Travel Plan for the South Site Development sets out how the Owner will in consultation with the Council:

(a) maximise the accessibility of the South Site (and the Buildings that are constructed on it) to residents, employees and visitors by modes of travel other than private motor vehicle;

(b) minimise the impact of traffic movements to and from the South Site (and the Buildings that are constructed on it) in order to improve air quality and reduce traffic congestion;

(c) maximise (using Reasonable Endeavours) cycling, walking and the use of public transport by residents, employees and visitors to and from the South Site (and the Buildings that are constructed on it) as a practicable and viable alternative to dependency on the private motor vehicle; and

(d) set targets to achieve the principles and measures set out above.

9.2 Not to Occupy (or permit the Occupation of) any part of the South Site Development unless and until a Travel Plan Co-ordinator has been appointed.

9.3 To procure that the Travel Plan Co-ordinator shall (in consultation with the Owner and any other Occupiers of each Building in the South Site Development):

(a) produce a Travel Plan for each Building in the South Site Development (incorporating the parameters included within the Framework Travel Plan and the principles and measures set out in this Paragraph 9); and

(b) submit each Travel Plan to the Council for Approval.

9.4 Not to Occupy (or permit the Occupation of) any Building in the South Site Development until a Travel Plan in respect of that Building (or the relevant part to be Occupied which may relate also to other Buildings or parts of Buildings Occupied or to be Occupied) has been submitted to the Council and Approved.

9.5 Not to Occupy (or permit to be Occupied) each Building (or the relevant part of each Building) in the South Site Development otherwise than in accordance with the Travel Plan that has been Approved by the Council in respect of that Building (or the relevant part of that Building) including any revisions that are made to it.

9.6 Acting through the Travel Plan Co-ordinator as necessary, to:

(a) monitor and review the operation of each Travel Plan as Approved by the Council pursuant to this Paragraph 9;

(b) submit a return to the Council, in respect of each Travel Plan as Approved by the Council, on:

(i) the date that is two (2) years after the date when that Travel Plan was Approved by the Council; and

(ii) thereafter, at two (2) yearly intervals for a minimum period of six (6) years commencing from the date when that Travel Plan was Approved by the Council

PROVIDED THAT each return shall include full details about how the Travel Plan, to which it relates, has operated during the relevant preceding period including specifically how effective the Travel Plan has been in implementing its recommendations and achieving its targets.

9.7 Where the targets in a Travel Plan, as Approved by the Council, have not been achieved, to ensure that the return that is submitted to the Council pursuant to Paragraph 9.6 above in respect of that Travel Plan, is accompanied by a revised Travel Plan for further Approval by the Council PROVIDED THAT any such revised Travel Plan shall incorporate measures to improve its effectiveness so as to achieve the targets contained within it together with a programme for the implementation of such measures.

9.8 To display on the South Site at locations that are accessible to employees and visitors up-to-date information, in a format which is easily comprehensible, about the availability of local public transport services and cycling and walking routes to and from the South Site PROVIDED THAT such displays shall be checked on a regular basis by the Owner and if defaced or if the mechanism by which it is displayed is broken or not working such format

or mechanism will be replaced within one (1) month of the Council notifying the Owner in writing.

10 **Construction ESP**

10.1 To pay to the Council the Approved Construction ESP Monitoring Fee (South Site) within twenty (20) Working Days of the Effective Date.

10.2 Not to construct the South Site Development otherwise than in accordance with the Approved Construction ESP (South Site) PROVIDED THAT the Owner shall be required to comply with this obligation until Practical Completion of the South Site Development (or such earlier date as may be Approved by the Council).

11 **End User ESP**

11.1 No later than three (3) months before first Occupation of any Non-Residential Floorspace in the South Site Development, to notify the Council in writing as to whether it wishes the Council's Partner Organisation to be responsible for implementing the End User ESP in respect of that Non-Residential Floorspace.

11.2 If the Owner notifies the Council that it wishes the Council's Partner Organisation to be responsible for implementing the End User ESP pursuant to Paragraph 11.1 above, to:

(a) co-operate with the Council and its Partner Organisation in the preparation by the Council's Partner Organisation of the relevant End User ESP PROVIDED THAT for the avoidance of doubt nothing in this Paragraph 11.2 requires the Owner to implement that End User ESP; and

(b) pay such amount of the ESP End User Contribution as relates to the relevant Non-Residential Floorspace no later than three (3) months prior to the Occupation of the relevant Non-Residential Floorspace.

11.3 If the Owner does not notify the Council that it wishes the Council's Partner Organisation to be responsible for implementing the relevant End User ESP pursuant to Paragraph 11.1 above, then:

(a) at least three (3) months prior to Occupation of the relevant Non-Residential Floorspace the Owner shall submit the End User ESP to the Council for Approval;

(b) unless otherwise agreed in writing by the Council, the Owner shall not Occupy the relevant Non-Residential Floorspace until the End User ESP in respect of that Non-Residential Floorspace has been submitted by the Owner and Approved by the Council;

(c) the Owner shall pay to the Council the relevant ESP Monitoring Fee within twenty (20) Working Days of the Approval of the End User ESP; and

(d) the Owner shall not Occupy (or permit to be Occupied) the relevant Non-Residential Floorspace otherwise than in accordance with the End User ESP in respect of that Non-Residential Floorspace as Approved by the Council (including any revisions to it that are Approved from time to time by the Council).

11.4 This Paragraph 11 shall:

(a) only apply in respect of the first Non-Residential Lessee to Occupy the relevant Non-Residential Floorspace;

(b) not apply in respect of any Non-Residential Lease for an area of Non-Residential Floorspace which is less than six hundred square metres (600 sqm) Gross Internal Area; and

(c) not apply to any Non-Residential Floorspace where the Non-Residential Lessee of that Non-Residential Floorspace has prior to its Occupation of the Non-Residential Floorspace satisfied the Council that it has in place and will implement alternative training and employment initiatives that have been Approved in writing by the Council.

12 **Highway Works (South Site)**

12.1 No later than six (6) months after Commencement of the South Site Development, to:

(a) enter into a Highway Agreement relating to the Highway Works (South Site); and

(b) pay to the Council the sum of five thousand pounds (£5,000.00) towards the cost of making and giving effect to traffic regulation orders that may be required as a result of carrying out the South Site Development.

12.2 To Practically Complete the Highway Works (South Site) in accordance with the Highway Agreement entered into pursuant to Paragraph 12.1 above PROVIDED THAT in any event no Building on the South Site shall be Occupied until the access works in respect of that Building have been Practically Completed.

13 **Public Art (South Site)**

13.1 No later than six (6) months after Commencement of the South Site Development, to submit the Public Art Scheme (South Site) to the Council for Approval.

13.2 To use Reasonable Endeavours to agree the Public Art Scheme (South Site) with the Council within six (6) months of submission of the Public Art Scheme (South Site) pursuant to Paragraph 13.1 above.

13.3 Subject to Paragraphs 13.4 and 13.5 below, to Practically Complete the Public Art Scheme (South Site) as Approved by the Council pursuant to Paragraph 13.1 above (or such revised scheme as may be Approved by the Council).

13.4 If the Owner and the Council are unable to agree the Public Art Scheme (South Site) within six (6) months of the submission of the Public Art Scheme (South Site) to the Council pursuant to Paragraph 13.1 above, the Owner may pay the Public Art Default Contribution (South Site) to the Council.

13.5 If:

(a) the Owner and the Council (each acting reasonably) are unable to agree a Public Art Scheme (South Site) within twelve (12) months of

the submission of the Public Art Scheme (South Site) to the Council pursuant to Paragraph 13.1 above; and

(b) the Owner has not elected to pay the Public Art Default Contribution (South Site) to the Council pursuant to Paragraph 13.4 above,

the Owner shall pay the Public Art Default Contribution (South Site) to the Council within ten (10) Working Days of expiry of the twelve (12) month period unless it is agreed in writing by the Owner and the Council to extend the period of time to agree the Public Art Scheme (South Site) in which case the obligation on the Owner to pay the Public Art Default Contribution (South Site) if no agreement is reached shall be extended by an equivalent period of time.

13.6 If the Public Art Default Contribution (South Site) is paid to the Council pursuant to this Paragraph 13, the obligations in this Paragraph 13 shall absolutely determine and cease to be of any further legal effect.

14 **CCTV**

14.1 Not to Occupy (or permit to be Occupied) each Building in the South Site Development (or any part of each of them) unless and until:

(a) a CCTV Scheme in respect of that Building (or the relevant part of that Building to be Occupied and which may relate also to other Buildings or parts of Buildings) has been submitted to the Council and Approved; and

(b) the apparatus referred to in the CCTV Scheme, as Approved by the Council, in respect of that Building (or the relevant part of it, as the case may be) has been installed and is operational.

14.2 Unless otherwise agreed in writing by the Council, not to Occupy (or permit to be Occupied) each Building (or any part of it) in the South Site Development otherwise than in accordance with the CCTV Scheme, as Approved by the Council, in respect of that Building.

15 **Car Club**

15.1 No later than six (6) months after Commencement of the South Site Development, to submit the Car Club Strategy (South Site) for Approval by the Council.

15.2 Not to Occupy (or permit to be Occupied) the South Site Development otherwise than in accordance with the Car Club Strategy (South Site) as Approved by the Council pursuant to Paragraph 15.1 above.

15.3 To provide and maintain within the South Site rapid electrical charging facilities for use in connection with the Car Club in accordance with the Car Club Strategy (South Site) as Approved by the Council pursuant to Paragraph 15.1 above.

16 **Family Leisure Facility**

16.1 Subject to Paragraph 16.4 and 16.5 below:

(a) to construct the Family Leisure Facility to Shell and Core prior to Occupation of the fiftieth (50th) Housing Unit in Plot F; and

(b) not to Occupy (or permit the Occupation of) more than forty nine (49) Housing Units within Plot F until:

(i) the Family Leisure Facility has been constructed to Shell and Core and is available for use;

(ii) Marketing of the Family Leisure Facility has commenced and Reasonable Endeavours to procure an operator of the Family Leisure Facility have been undertaken; and

(iii) written notice that the Family Leisure Facility has been constructed to Shell and Core and Marketing has commenced has been given to the Council in accordance with Clause 19.

16.2 To ensure that:

(a) Access;

(b) Services; and

(c) connections to Service Media,

shall be provided to the Family Leisure Facility.

16.3 Not to use (unless otherwise agreed in writing by the Council) the Family Leisure Facility for any use other than as:

(a) a use within Use Classes E(d)(e)(f) and/or F.1 and/or F.2; and/or

(b) a theatre; and/or

(c) a cinema; and/or

(d) a concert hall,

PROVIDED THAT, for the avoidance of any doubt, the Family Leisure Facility shall not be used (unless otherwise agreed in writing by the Council) for any of the following activities:

- amusement arcade;
- bingo;
- snooker or pool;
- gymnasium;
- club;
- place of worship;
- education purposes; and
- any activity where children under the age of 16 would be restricted from entry during daytime hours (9.30am to 6.30pm).

16.4 The Owner may (at its discretion) pay to the Council the Commuted Leisure Contribution.

16.5 If the Owner pays the Commuted Leisure Contribution pursuant to Paragraph 16.4 above, then Paragraphs 16 above shall absolutely determine and cease to be of any further legal effect.

17 **Garrard Street Steps Works**

17.1 To Practically Complete:

(a) the Garrard Street Steps Works; or

(b) the Garrard Street Bridge Works,

prior to Occupation of more than ninety percent (90%) of the Market Rent Units in the South Site (or such other trigger as is Approved by the Council).

17.2 Not to Occupy (or permit to be Occupied) more than ninety percent (90%) of the Market Rent Units in the South Site (or such other trigger as is Approved by the Council) unless and until:

(a) the Garrard Street Steps Works; or

(b) the Garrard Street Bridge Works

have been Practically Completed PROVIDED THAT, for the avoidance of any doubt, the Owner is not required to Practically Complete the Garrard Street Steps Works if the Garrard Street Bridge Works are Practically Completed.

17.3 To provide the Council with at least five (5) Working Days' prior notice in writing:

(a) before commencing the Garrard Street Steps Works or Garrard Street Bridge Works; and

(b) of Practical Completion of the Garrard Street Steps Works or Garrard Street Bridge Works.

Schedule 8 - Obligations in respect of the North Site (201536)

1 **Housing Delivery**

1.1 Not to Commence the Third 2021 Development on any more than three (3) of Plots A, B, C, and D until a minimum of one hundred and fifty (150) Housing Units have been Practically Completed and are available for Occupation on the South Site.

1.2 To notify the Council within ten (10) Working Days of the date when one hundred and fifty (150) Housing Units have been Practically Completed and are available for Occupation on the South Site.

2 **Public Realm**

2.1 Not to Occupy (or permit to be Occupied) the first Building in the North Site (201536) unless and until the Public Realm Areas (North Site (201536)) have been Practically Completed unless otherwise Approved by the Council.

2.2 To maintain the Public Realm Areas (North Site (201536)) to at least the standards reasonably required by the Council.

2.3 Following Practical Completion of the Public Realm Areas (North Site (201536)) (or any part of them), to permit the public pedestrian and cycle access to the Public Realm Areas (North Site (201536)) (or the relevant part of them as the case may be) twenty four (24) hours per day PROVIDED THAT:

(a) it is agreed by the Council and the Owner that there is no intention to create any public rights of way over the Public Realm Areas (North Site (201536)) and that the access of the public to the Public Realm Areas (North Site (201536)) shall be in common with the rights of all persons having rights over them;

(b) notwithstanding anything contained in this Schedule the Owner may from time to time prevent or restrict access to the Public Realm Areas (North Site (201536)) (or any part of them) but only for so long as is reasonably necessary for the following purposes:

(i) the maintenance of the Public Realm Areas (North Site (201536)) (or any part of them);

(ii) the laying, construction, inspection, maintenance, repair or renewal of any Building or any Services or Service Media serving such Building on land adjoining the Public Realm Areas (North Site (201536)) (or any part of them) including the erection of scaffolding;

(iii) the rebuilding or redevelopment of any part(s) of the land adjoining the Public Realm Areas (North Site (201536));

(iv) in cases of emergency threatening danger to the public or in the interests of security;

(v) for any other sufficient cause approved by the Council;

(vi) servicing of the North Site (201536);

(vii) closure for twenty four (24) hours each year to prevent the creation of any public rights of way over the Public Realm Areas (North Site (201536)) (or any part of them);

(viii) closure to allow the Owner and/or its contractors or occupiers of the North Site (201536) to carry out maintenance, cleaning, remedial works and other necessary works to the relevant areas and/or the parts of the North Site (201536) or other developments abutting such areas (including works of shop-fitting or other structural or non-structural works and/or alterations);

(c) the Owner may:

(i) impose reasonable management procedures so as to ensure that any use of cycles over the Public Realm Areas (North Site (201536)) is safe provided that cyclists are not unreasonably impeded or restricted in their passage over the Public Realm Areas (North Site (201536)); and

(ii) use parts of the Public Realm Areas (North Site (201536)) in connection with any adjoining commercial units for external furniture (such as tables and chairs) subject to obtaining the prior written approval of the Council.

2.4 Following Practical Completion of the Arcade, to permit the public pedestrian and cycle access to the Arcade as a minimum between the hours of 0600 and 1800 Monday to Friday PROVIDED THAT:

(a) it is agreed by the Council and the Owner that there is no intention to create any public rights of way over the Arcade and that the access of the public to the Arcade shall be in common with the rights of all persons having rights over it; and

(b) notwithstanding anything contained in this Schedule the Owner may from time to time prevent or restrict access to the Arcade (or any part or it) but only for so long as is reasonably necessary for the following purposes:

(i) maintenance of the Arcade (or any part of it);

(ii) the laying, construction, inspection, maintenance, repair or renewal of any Building or any Services or Service Media serving such Building on land adjoining the Arcade (or any part of it) including the erection of scaffolding;

(iii) the rebuilding or redevelopment of any part or parts of the land adjoining the Arcade;

(iv) in cases of emergency or some danger to the public or in the interests of security;

(v) for any other sufficient cause approved by the Council;

(vi) servicing of the North Site (201536);

(vii) closure for twenty four (24) hours each year to prevent the creation of any public rights of way over the Arcade (or any part of it);

(viii) closure to allow the Owner and/or its contractors or occupiers of the North Site (201536) to carry out maintenance, cleaning, remedial works and other necessary works to the relevant areas and/or the parts of the North Site (201536) or other developments abutting such areas (including works of shop-fitting or other structural or non-structural works and/or alterations).

3 **General Management**

3.1 Not to Occupy (or permit to be Occupied) any Building on Plot C until the Existing Car Park Works have been completed and the Existing Car Park is open for public use following completion of the Existing Car Park Works.

3.2 To notify the Council within ten (10) Working Days of the Existing Car Park Works having been completed and the Existing Car Park being open for public use following completion of the Existing Car Park Works.

3.3 Not to Occupy (or permit to the Occupied) any Building on Plot C until:

(a) the Arcade has been Practically Completed; and

(b) the Arcade is open for public use in accordance with Paragraph 2.4 of this Schedule.

3.4 Not to Occupy (or permit to be Occupied) any Building on Plot C until the Interface Works to the Interface Area have been completed pursuant to the Third 2021 Permission and any related Reserved Matters Approval.

3.5 Not to Occupy (or permit to be Occupied) any Building on Plot D until the Central Square has been completed pursuant to the Third 2021 Permission and any related Reserved Matters Approval.

3.6 Not to develop Plot D and Plot G otherwise than in accordance with a Reserved Matters Approval which provides for the design of the development where Plot D and Plot G face Plot E and Plot F to be sympathetic in character to the development on Plot E and Plot F so that the development of Plot D and Plot G are seen to be an integrated development with Plot E and Plot F.

3.7 Not to use the additional car parking spaces constructed on Plot G until the Sports Pitch and Running Track Management Plan has been submitted to and Approved in writing by the Council.

3.8 To Practically Complete the Sports Pitch and Running Track on or before Practical Completion of the car parking and retail uses comprised in the Building on Plot G and to notify the Council of that occurrence.

3.9 Once Practically Completed, to manage and maintain the Sports Pitch and Running Track in accordance with the Sports Pitch and Running Track Management Plan as Approved by the Council pursuant to Paragraph 3.7 above.

3.10 Not to position commercial or residential waste bins within the public highway or Public Realm Areas and to ensure that the collection of commercial and residential waste is carried out from within the service areas of the Buildings.

4 **Affordable Housing Employment Related Contribution**

4.1 To pay the Affordable Housing Employment Related Contribution in accordance with this Paragraph 4.

4.2 Not to Occupy (or permit to be Occupied) more than 30,000 square metres of Gross External Floor Space of office floorspace in the Third 2021 Development unless and until the sum of five hundred and five thousand pounds (£505,000) Index Linked has been paid to the Council.

4.3 Not to Occupy (or permit to be Occupied) more than 60,000 square metres of Gross External Floor Space of office floorspace in the Third 2021 Development unless and until the sum of one million and ten thousand pounds (£1,010,000) Index Linked has been paid to the Council.

5 **Open Space (Office Related) Contribution**

5.1 To pay to the Council the Open Space (Office Related) Contribution in four tranches as follows:

(a) that proportion of the Open Space (Office Related) Contribution that relates to Plot A prior to the first Occupation of the Building erected on Plot A;

(b) that proportion of the Open Space (Office Related) Contribution that relates to Plot B prior to the first Occupation of the Building erected on Plot B;

(c) that proportion of the Open Space (Office Related) Contribution that relates to Plot C prior to the first Occupation of the Building erected on Plot C; and

(d) that proportion of the Open Space (Office Related) Contribution that relates to Plot D prior to the first Occupation of the Building erected on Plot D.

5.2 Not to Occupy (or permit to be Occupied) any Building on each of Plot A, Plot B, Plot C and Plot D until the relevant proportion of the Open Space (Office Related) Contribution relating to that Plot has been paid to the Council in full.

6 **RUAP Contribution**

6.1 To pay to the Council the RUAP Contribution in tranches as follows:

(a) that proportion of the RUAP Contribution that relates to Plot A prior to the first Occupation of the Building erected on Plot A;

(b) that proportion of the RUAP Contribution that relates to Plot B prior to the first Occupation of the Building erected on Plot B;

(c) that proportion of the RUAP Contribution that relates to Plot C prior to the first Occupation of the Building erected on Plot C; and

(d) that proportion of the RUAP Contribution that relates to Plot D prior to the first Occupation of the Building erected on Plot D

6.2 Not to Occupy (or permit to be Occupied) any Building on each of Plot A, Plot B, Plot C and Plot D until the relevant tranche of the RUAP Contribution relating to that Plot has been paid to the Council in full.

7 **Travel Plans**

7.1 To ensure that any Travel Plan for the North Site (201536) Development sets out how the Owner will in consultation with the Council:

(a) maximise the accessibility of the North Site (201536) (and the Buildings that are constructed on it) to residents, employees and visitors by modes of travel other than private motor vehicle;

(b) minimise the impact of traffic movements to and from the North Site (201536) (and the Buildings that are constructed on it) in order to improve air quality and reduce traffic congestion;

(c) maximise (using Reasonable Endeavours) cycling, walking and the use of public transport by residents, employees and visitors to and from the North Site (201536) (and the Buildings that are constructed on it) as a practicable and viable alternative to dependency on the private motor vehicle; and

(d) set targets to achieve the principles and measures set out above.

7.2 Not to Occupy (or permit the Occupation of) any part of North Site (201536) Development unless and until a Travel Plan Co-ordinator has been appointed.

7.3 To procure that the Travel Plan Co-ordinator shall (in consultation with the Owner and any other occupiers of each Building):

(a) produce a Travel Plan for each Building (incorporating the parameters included within the Framework Travel Plan and the principles and measures set out in this Schedule); and

(b) submit each Travel Plan to the Council for Approval.

7.4 Not to Occupy (or permit the Occupation of) any Building in the North Site (201536) Development (or any part of each of them) until a Travel Plan in respect of that Building (or the relevant part to be Occupied which may relate also to other Buildings or parts of Buildings Occupied or to be Occupied) has been submitted to the Council and Approved.

7.5 Not to Occupy (or permit to be Occupied) each Building (or the relevant part of each Building) in the North Site (201536) Development otherwise than in accordance with the Travel Plan that has been Approved by the Council in respect of that Building (or the relevant part of that Building) including any revisions that are made to it pursuant to Paragraph 7.7 below.

7.6 Acting through the Travel Plan Co-ordinator as necessary, to:

(a) monitor and review the operation of each Travel Plan as Approved by the Council pursuant to this Schedule;

(b) submit a return to the Council, in respect of each Travel Plan as Approved by the Council, on:

(i) the date that is two (2) years after the date when that Travel Plan was Approved by the Council; and

(ii) thereafter, at two (2) yearly intervals for a minimum period of six (6) years commencing from the date when that Travel Plan was Approved by the Council

PROVIDED THAT each return shall include full details about how the Travel Plan, to which it relates, has operated during the relevant preceding period including specifically how effective the Travel Plan

has been in implementing its recommendations and achieving its targets.

7.7 Where the targets in a Travel Plan, as Approved by the Council, have not been achieved, to ensure that the return that is submitted to the Council pursuant to Paragraph 7.6 above in respect of that Travel Plan, is accompanied by a revised Travel Plan for further Approval by the Council PROVIDED THAT any such revised Travel Plan shall incorporate measures to improve its effectiveness so as to achieve the targets contained within it together with a programme for the implementation of such measures.

7.8 To display on the North Site (201536) at locations that are accessible to employees and visitors up-to-date information, in a format which is easily comprehensible, about the availability of local public transport services and cycling and walking routes to and from the North Site (201536) PROVIDED THAT such displays shall be checked on a regular basis by the Owner and if defaced or if the mechanism by which it is displayed is broken or not working such format or mechanism will be replaced within one (1) month of the Council notifying the Owner in writing.

8 **Construction ESP**

8.1 No later than three (3) months before the Commencement of any Phase of the North Site (201536) Development to notify the Council in writing as to whether it wishes the Council's Partner Organisation to be responsible for implementing the Construction ESP in respect of that Phase.

8.2 If the Owner notifies the Council that it wishes the Council's Partner Organisation to be responsible for implementing the Construction ESP pursuant to Paragraph 8.1 above, to:

(a) co-operate with the Council and its Partner Organisation in the preparation by the Council's Partner Organisation of the relevant Construction ESP PROVIDED THAT for the avoidance of doubt nothing in this Paragraph 8.2 requires the Owner to implement that Construction ESP; and

(b) pay such amount of the ESP Construction Contribution as relates to the relevant Phase of the North Site (201536) Development no later than two (2) months prior to the Commencement of that Phase of the North Site (201536) Development.

8.3 If the Owner does not notify the Council that it wishes the Council's Partner Organisation to be responsible for implementing the Construction ESP pursuant to Paragraph 8.1 above, then:

(a) three (3) months before the Commencement of any Phase of the North Site (201536) Development to submit the relevant Construction ESP to the Council for Approval;

(b) the Owner shall not Commence (or permit to be Commenced) the relevant Phase of the North Site (201536) Development until the Construction ESP in respect of that Phase has been submitted by the Owner and Approved by the Council;

(c) the Owner shall pay to the Council the relevant ESP Monitoring Fee within twenty (20) Working Days of Approval of the relevant Construction ESP; and

(d) the Owner shall not construct the relevant Phase of the North Site (201536) Development otherwise than in accordance with the Construction ESP in respect of that Phase as Approved by the Council and for the avoidance of doubt the Owner shall be required to comply with this obligation until Practical Completion of the relevant Phase of the North Site (201536) Development (or such earlier date as may be agreed in writing by the Council).

9 **End User ESP**

9.1 No later than three (3) months before first Occupation of any Non-Residential Floorspace in the North Site (201536) Development, to notify the Council in writing as to whether it wishes the Council's Partner Organisation to be responsible for implementing the End User ESP in respect of that Non-Residential Floorspace.

9.2 If the Owner notifies the Council that it wishes the Council's Partner Organisation to be responsible for implementing the End User ESP pursuant to Paragraph 9.1 above, to:

(a) co-operate with the Council and its Partner Organisation in the preparation by the Council's Partner Organisation of the relevant End User ESP PROVIDED THAT for the avoidance of doubt nothing in this Paragraph 9.2 requires the Owner to implement that End User ESP; and

(b) pay such amount of the ESP End User Contribution as relates to the relevant Phase of the North Site (201536) Development no later than three (3) months prior to the Occupation of the relevant Non-Residential Floorspace.

9.3 If the Owner does not notify the Council that it wishes the Council's Partner Organisation to be responsible for implementing the relevant End User ESP pursuant to Paragraph 9.1 above, then:

(a) at least three (3) months prior to Occupation of the relevant Non-Residential Floorspace the Owner shall submit the End User ESP to the Council for Approval;

(b) unless otherwise agreed in writing by the Council, the Owner shall not Occupy the relevant Non-Residential Floorspace until the End User ESP in respect of that Non-Residential Floorspace has been submitted by the Owner and Approved by the Council;

(c) the Owner shall pay to the Council the relevant ESP Monitoring Fee within twenty (20) Working Days of the Approval of the End User ESP; and

(d) the Owner shall not Occupy (or permit to be Occupied) the relevant Non-Residential Floorspace otherwise than in accordance with the End User ESP in respect of that Non-Residential Floorspace as Approved by the Council (including any revisions to it that are Approved from time to time by the Council).

9.4 This Paragraph 9 shall:

(a) only apply in respect of the first Non-Residential Lessee to Occupy the relevant Non-Residential Floorspace;

(b) not apply in respect of any Non-Residential Lease for an area of Non-Residential Floorspace which is less than 600 square metres Gross Internal Area; and

(c) not apply to any Non-Residential Floorspace where the Non-Residential Lessee of that Non-Residential Floorspace has prior to its Occupation of the Non-Residential Floorspace satisfied the Council that it has in place and will implement alternative training and employment initiatives that have been Approved in writing by the Council.

10 **Highway Works (North Site)**

10.1 Not to Commence (or permit to be Commenced) the Third 2021 Development on the North Site (201536) unless and until:

(a) a Highway Agreement has been entered into in respect of the Highway Works (North Site); and

(b) the sum of five thousand pounds (£5,000.00) has been paid to the Council as a contribution towards the cost of making and giving effect to traffic regulation orders that may be required as a result of the Third 2021 Development on the North Site (201536).

10.2 To Practically Complete the Highway Works (North Site) in accordance with the Highway Agreement entered into pursuant to Paragraph 10.1 above PROVIDED THAT in any event no Plot on the North Site shall be Occupied until the access works in respect of that Plot have been Practically Completed.

11 **Public Art (North Site)**

11.1 No later than six (6) months after Commencement of the Third 2021 Development on the North Site, to submit the Public Art Scheme (North Site) to the Council for Approval.

11.2 To use Reasonable Endeavours to agree the Public Art Scheme (North Site) with the Council within six (6) months of submission of the Public Art Scheme (North Site) pursuant to Paragraph 11.1 above.

11.3 Subject to Paragraphs 11.4 and 11.5 below, to Practically Complete the Public Art Scheme (North Site) as Approved by the Council pursuant to Paragraph 11.2 above (or such revised scheme as may be agreed in writing by the Council).

11.4 If the Owner and the Council are unable to agree a Public Art Scheme (North Site) within six (6) months of the submission of the Public Art Scheme (North Site) to the Council pursuant to Paragraph 11.1 above, the Owner may pay the Public Art Default Contribution (North Site) to the Council.

11.5 If:

(a) the Owner and the Council (each acting reasonably) are unable to agree a Public Art Scheme (North Site) within twelve (12) months of the submission of the Public Art Scheme (North Site) to the Council pursuant to Paragraph 11.1 above; and

(b) the Owner has not elected to pay the Public Art Default Contribution (North Site) to the Council pursuant to Paragraph 11.4 above,

the Owner shall pay the Public Art Default Contribution (North Site) to the Council within ten (10) Working Days of expiry of the twelve (12) month period unless it is agreed in writing by the Owner and the Council to extend the period of time to agree the Public Art Scheme (North Site) in which case the obligation on the Owner to pay the Public Art Default Contribution (North Site) if no agreement is reached shall be extended by an equivalent period of time.

11.6 If the Public Art Default Contribution (North Site) is paid to the Council pursuant to Paragraphs 11.4 or 11.5 above, the obligations in this Paragraph 11 shall absolutely determine and cease to be of any further legal effect.

12 **CCTV**

12.1 Not to Occupy (or permit to be Occupied) each Building in the North Site (201536) (or any part of each of them) unless and until:

(a) a CCTV Scheme in respect of that Building (or the relevant part of that Building to be Occupied and which may relate also to other Buildings or parts of Buildings) has been submitted to the Council and Approved; and

(b) the apparatus referred to in the CCTV Scheme, as Approved by the Council, in respect of that Building (or the relevant part of it, as the case may be) has been installed and is operational.

12.2 Unless otherwise agreed in writing by the Council, not to Occupy (or permit to be Occupied) each Building (or any part of it) in the North Site (201536) otherwise than in accordance with the CCTV Scheme, as Approved by the Council, in respect of that Building.

13 **Neighbourhood Police Office**

13.1 Not to Commence (or permit to be Commenced) the Third 2021 Development on Plot C unless and until:

(a) the Neighbourhood Police Office has been Practically Completed in a Building erected on Plot A, Plot B, Plot D or Plot G; and

(b) written notice of the Practical Completion of the Neighbourhood Police Office pursuant to Paragraph 13.1(a) has been given to the Council in accordance with Clause 19.

13.2 No later than six (6) months prior to Practical Completion of the Neighbourhood Police Office, to offer to let the Neighbourhood Police Office to Thames Valley Police on the Neighbourhood Police Office Principal Lease Terms and Conditions (such offer to be notified in writing to Thames Valley Police and the Council).

13.3 To use all Reasonable Endeavours to let the Neighbourhood Police Office to Thames Valley Police on the Neighbourhood Police Office Principal Lease Terms and Conditions.

13.4 If, six (6) months after making the offer to let the Neighbourhood Police Office to Thames Valley Police in accordance with Paragraph 13.3 above, the Owner and Thames Valley Police have not entered into a lease or an agreement for lease in respect of the letting of the Neighbourhood Police Office to Thames Valley Police (the Owner having used all Reasonable Endeavours to do so), then Paragraph 13.1 above shall cease to apply and

the authorised use of the relevant part of the Building that would otherwise have comprised the Neighbourhood Police Office shall (for the purposes of this Agreement and the Third 2021 Permission) revert to such other alternative use as may have been approved in the relevant Reserved Matters Approval for that Building or such other use as the Council may approve in accordance with the Third 2021 Permission (following a request in writing from the Owner).

13.5 If the Owner and Thames Valley Police enter into a lease in respect of the Neighbourhood Police Office in accordance with Paragraph 13.3 above, not to permit the Neighbourhood Police Office to be used or Occupied other than by Thames Valley Police as a Neighbourhood Police Office without the Approval of the Council first having been obtained unless and until the said lease is determined in accordance with its terms or Thames Valley Police ceases to occupy the Neighbourhood Police Office as a result of a breach by Thames Valley Police of that lease.

14 **Temporary Public Viewing Gallery**

14.1 To locate the Temporary Public Viewing Gallery in one of the top five (5) floors of the Building on Plot C.

14.2 Not to Practically Complete Plot C pursuant to the Third 2021 Development unless and until the Temporary Public Viewing Gallery has been made available for use by the public in accordance with Paragraphs 14.3 and 14.4 below.

14.3 Not later than twenty (20) Working Days prior to Practical Completion of the Building on Plot C, to give written notice to the Council in accordance with Clause 19 as to the location of and dates that the Temporary Public Viewing Gallery will be open for public use in accordance with Paragraph 14.4 below.

14.4 To permit the public access to the Temporary Public Viewing Gallery free of charge from 9am to 10pm for one (1) period of seven (7) consecutive days (excluding bank holidays) such seven (7) day period to be prior to Practical Completion of the Building on Plot C.

Schedule 9 - Council's obligations

1 On the Effective Date the Council will issue the First 2021 Permission, the Second 2021 Permission and the Third 2021 Permission.

2 The Council covenants with and undertakes to the Owner that the Contributions will be utilised for the purposes specified in the Agreement and for no other purposes unless otherwise agreed by the Owner.

3 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, allocated and/or contracted to be expended together with interest on any balance then remaining unspent of the relevant Contribution at the Bank of England base rate for the time being in force such payment to be made within twenty eight (28) days of written demand made following the expiry of the Prescribed Period.

Execution Page

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

Minute	**PAC 13.01.21** MIN 66 **PAC 03.03.21** MIN 89
Originator	**IG/WB**
Seal No.	177/21
Checked	CB

Executed as a **Deed** by)
SH Reading Master LLP)
acting by a director:)

sign here:

Director

print name: C.G. THORNEYCROFT

In the presence of:

Witness signature: Witness sign here: J Ma

Witness name: print name: JONATHAN MA

Witness address: 1 PORTLAND PLACE
LONDON
W1B 1PN

Witness occupation: INVESTMENT ASSOCIATE

Appendix A – Draft First 2021 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

HYBRID APPLICATION FOR PLANNING PERMISSION

To: DP9 Ltd
100 Pall Mall
London
SW1Y 5NQ

Application No: 192032
Application type: Hybrid

DRAFT

Applicant: SH Reading Master LLP

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: (i) application for Full Planning Permission for Phase 2 (Plot G and public realm) including demolition of existing structures, erection of an eighteen storey building containing office use (Class B1) and flexible retail, non-residential institution and assembly and leisure uses (Class A1, A2, A3, A4, A5, D1 and D2). Provision of podium deck, vehicular access and parking. New public open space and landscaping. Bridge link over Garrard St.

AND

GRANT OUTLINE planning permission for the following development in accordance with the plans and supporting information submitted in connection with this application.

Proposal (ii) Application for Outline Planning Permission for Phase 3 (all Matters reserved) for four building plots (A, B, C and D). Demolition of existing buildings and structures. Mixed-use redevelopment comprising residential dwellings (Class C3), hotel (Class C1), residential institutions (Class C2), office use (Class B1). Flexible Retail, financial and professional services, restaurants and cafes, drinking establishments, hot food takeaways, non-residential institutions and assembly and leisure (Class A1, A2, A3, A4, A5, D1 and D2). Provision of podium deck and basement storey running beneath Phase 2 and 3. Formation of pedestrian and vehicular access. Means of access and circulation and car parking within the site. Provision of new public open space and landscaping.

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

Reading Borough Council
Working better with you

At: Station Hill North Reading RG1 1NB

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

DRAFT

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

Reading Borough Council
Working better with you

Application At: Station Hill North, Reading, RG1 1NB

Application No: 192032
Application type: Hybrid

CONDITIONS & REASONS - Phase 2

1. The development hereby permitted for Phase 2 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 of the Phase 2 site hereby permitted shall ONLY be carried out in accordance with the following approved drawings and documents.

For the avoidance of doubt the approved drawings, and conditions, contained within this notice shall take precedence over approved documents should any discrepancy arise.

The Phase 2 site to which this full planning permission relates shall be as identified on approved drawing SHRN-CRL-SW-ZZ-PL-A-0115-P01 dated 15 May 2020.

SHRN - CRL - SW -ZZ - PL - A- 0105 - Rev P00 Site Location Plan dated 13 December 2020

SHRN - CRL - SW - ZZ - PL - A - 0115 Rev P01 Phasing Plan dated 15 May 2020

SHRN - CRL - SW - ZZ - PL - A- 1051 Rev P00 Demolition Plan dated 13 December 2019

SHRN - CRL - S2 - P2 - PL - A - 1208 Rev P01 Proposed Plan Level -2 dated 22 May 2020

SHRN - CRL - S2 - P1 - PL - A - 1209 Rev P01 Proposed Plan Level -1 dated 22 May 2020

SHRN - CRL - S2 - 00 - PL - A - 1210 Rev P01 Proposed Plan Level 00 dated 22 May 2020

SHRN - CRL - S2 - RF - PL - A - 1249 Rev P01 Proposed Plan Level Roof dated 22 May 2020

SHRN - CRL - S2 - P2 - PL - A - 1308 Rev P01 Proposed Plan Level -2 dated 22 May 2020

SHRN - CRL - S2 - P1 - PL - A - 1309 Rev P01 Proposed Plan Level -1 dated 22 May 2020

SHRN - CRL - S2 - 00 - PL - A - 1310 Rev P01 Proposed Plan Level 00 dated 22 May 2020

SHRN - CRL - S2 - ZZ - PL - A - 3105 Rev P01 Proposed Section A dated 22 May 2020

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

Reading Borough Council
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SHRN - GEN - BG - P2 - PL - A - 1108 P01 One Station Hill Plan Podium Level -2/LG dated 22 May 2020

SHRN - GEN -- P1 - PL - A - 1109 P01 One Station Hill Plan Podium Level -1/LG Mezz dated 30 October 2019

SHRN - - 00 - PL - A- 1110 P01 One Station Hill Plan - Level Ground dated 22 May 2020

SHRN - GEN - BG - 01 - PL - A- 1111 P01 One Station Hill Plan - Level 01 dated 22 May 2020

SHRN - GEN - BG - 02 - PL - A- 1112 P01 One Station Hill Plan - Level 02 dated 22 May 2020

SHRN - GEN - BG - 03 - PL - A- 1113 P01 One Station Hill Plan - Level 03-07 dated 22 May 2020

SHRN - GEN - BG - 08 - PL - A- 1118 P01 One Station Hill Plan - Level 08 dated 22 May 2020

SHRN - GEN - BG - 09 - PL - A- 1119 P01 One Station Hill Plan - Level 09 dated 22 May 2020

SHRN - GEN - BG - 10 - PL - A- 1120 P01 One Station Hill Plan - Level 10 dated 22 May 2020

SHRN - GEN - BG - 11 - PL - A- 1121 P01 One Station Hill Plan - Level 11-14 dated 22 May 2020

SHRN - GEN - BG - 15 - PL - A- 1125 P01 One Station Hill Plan - Level 15 dated 22 May 2020

SHRN - GEN - BG - 16 - PL - A- 1126 P01 One Station Hill Plan - Level 16 dated 22 May 2020

SHRN - GEN - BG - 17 - PL - A- 1127 P01 One Station Hill Plan - Level 16 Mezzanine dated 22 May 2020

SHRN - GEN - BG - RF - PL - A- 1128 P00 One Station Hill Plan - Level Roof dated 22 May 2020

SHRN - GEN - BG - ZZ - PL - A- 1300 P01 One Station Hill - Elevation North dated 22 May 2020

SHRN - GEN - BG - ZZ - PL - A- 1301 P01 One Station Hill - Elevation West dated 22 May 2020

SHRN - GEN - BG - ZZ - PL - A- 1302 P01 One Station Hill- Elevation South dated 22 May 2020

SHRN - GEN - BG - ZZ - PL - A- 1303 P01 One Station Hill- Elevation East dated 22 May 2020

SHRN - GEN - BG - ZZ - PL - A- 1400 P01 One Station Hill- Section A-A dated 22 May 2020

SHRN - GEN - BG - ZZ - PL - A- 1401 P01 One Station Hill- Section B-B dated 22 May 2020

SHRN-CRL-S2-P1-DR-SK-9211 - Charging Station Coordination Station Hill Level dated 2 April 2020

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SHRN-CRL-S2-P2-DR-SK-9212 - Charging Station Coordination Garrard St Level dated 2 April 2020

Landscape

_SHRN-LDA-S2-ZZ-PL-L-100-101 Rev T03 General Arrangement Plan dated 22 September 2020

SHRN-LDA-S2-ZZ-PL-L-100-150 P01 Wildlife Installation Plan dated 22 May 2020

SHRN - LDA- S2 - ZZ- PL- L-400-101 P01 Phase 2 - Section A dated 22 May 2020

SHRN - LDA- S2 - ZZ- PL- L-400-102 P01 Phase 2- Site Section B dated 22 May 2020

SHRN - LDA- S2 - ZZ- PL- L-400-103 P01 Phase 2 - Site Section C dated 22 May 2020

SHRN - LDA- S2 - ZZ- PL- L-400-104 P01 Phase 2 - Site Section D dated 22 May 2020

SHRN -LOA-S2-ZZ-PL-L-400-105 P01 Phase 2 - Site Section E dated 22 May 2020

SHRN -LOA-S2-ZZ-PL-L-400-106 P01 Phase 2 Site Sections F-H dated 22 May 2020

SHRN-LDA-S2-ZZ-DR-L-300-101 Rev. P01 Phase 2 detailed softworks plan sheet 1 of 7 dated 5 June 2020

SHRN-LDA-S2-ZZ-DR-L-300-102 Rev T02 Phase 2 detailed softworks plan sheet 2 of 7 dated 3 July 2020

SHRN-LDA-S2-ZZ-DR-L-300-103 Rev T02 Phase 2 detailed softworks plan sheet 3 of 7 dated 3 July 2020

SHRN-LDA-S2-ZZ-DR-L-300-104 Rev T02 Phase 2 detailed softworks plan sheet 4 of 7 dated 3 July 2020

SHRN-LDA-S2-ZZ-DR-L-300-105 Rev T02 Phase 2 detailed softworks plan sheet 5 of 7 dated 3 July 2020

SHRN-LDA-S2-ZZ-DR-L-300-106 Rev T02 Phase 2 detailed softworks plan sheet 6 of 7 dated 3 July 2020

SHRN-LDA-S2-ZZ-DR-L-300-107 Rev T02 Phase 2 detailed softworks plan sheet 7 of 7 dated 3 July 2020

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SHRN-LDA-S2-ZZ-DR-L-300-108 Rev T02 Phase 2 planting schedules sheet 1 of 2 dated 3 July 2020

SHRN-LDA-S2-ZZ-DR-L-300-109 Rev T02 Phase 2 planting schedules sheet 2 of 2 dated 3 July 2020

44470/5502/TA/01 Revision D dated 17 December 2020 - Phase 2 Proposals

Highways

44470/5502/SK041 - Greyfriars Road indicative access dated 27 May 2020

44470/5502/SK043 - Junction Visibility Assessment dated 27 May 2020

44470/5502/SK047 Rev A Phase 3 Garrard Street Footway and Landscaping Area dated 20 August 2020

44470/5502/SK048 Phase 2 (Detailed Application) Garrard Street Informal Crossing Point dated 27 May 2020

44470/5502/SK051 Rev A Phase 2 Service Yard/Road Swept Path Analysis dated 24 August 2020

44470/5502-TA/SK53 Phase 3 (Outline Application) Swept Path Analysis dated 20 October 2020

44470/5502/TA/SK054 Phase 2 (Detailed Application) Proposed Narrowing Option 2 dated 30 November 2020

44470/5502/TA/SK055 Phase 2 (Detailed Application) Proposed Narrowing - Swept Path Analysis dated 7 December 2020

44470-5502-TA-03 Phase 3 (Outline Application) Swept Path Analysis dated 12 September 2019

44470-5502-TA-04 Phase 2 (Detailed Application) Service Yard/Road Swept Path Analysis dated 12 September 2019

44470-5502-TA-06 Phase 3 (Outline Application) Visibility Splays dated 12 September 2019

SHRN-RAM-S2-ZZ-DR-S-2801 Rev P01 Link Bridge Approval in Principle General Arrangement Sheet 1 of 2 dated 23 April 2020

SHRN-CRL-S2-P1-DR-SK-9211 Charging Station Coordination Level 1 dated 2 April 2020

SHRN-CRL-S2-P2-DR-SK-9212 Charging Station Coordination Level 2 dated 2 April 2020

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SHRN-CRL-S2-P1-PL-A-1209 - Phase 2: Detailed Planning Application Proposed Plan Level -1 dated 22 May 2020

SHRN-CRL-S2-P2-PL-A-1308 - Phase 2: Detailed Planning Application Proposed Plan Level -2 dated 22 May 2020

Documents
Environmental Statement and appendices, December 2019

Environmental Statement Addendum, Station Hill, Reading WIE14788-100-R-34.2.1-ES Addendum, dated August 2020

Environmental Statement Addendum, Station Hill, Reading WIE14788-100-R-31.2.1-ES Addendum, dated June 2020

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

3. The arrangement of uses within the Plot G building within Phase 2 shall be as indicated on the approved drawings.

Reason. To clarify and ensure an appropriate arrangement of uses within the mixed use development, in accordance with Policies CR10 and CR11 of the Reading Borough Local Plan 2019

4. A minimum of 1,214 sqm (GEA) retail and leisure uses shall be provided at Ground and Lower-ground floor level of the building on Plot G within Phase 2.

Reason. In the interests of activity, vitality, and appropriate mix of uses in accordance with Policies CR10 and CR11 of the Reading Borough Local Plan 2019.

5. The development of the Phase 2 site hereby approved shall not be carried out other than in conjunction with the implementation of permissions 190441 and 190442 and associated Reserved Matters approvals 190465 and 190466, or any variation to these permissions approved under s.73 and their associated Reserved Matters approvals.

Reason. To ensure appropriate links and network of streets and spaces and to avoid piecemeal and poorly coordinated development which would be harmful to the proper planning of the area, in accordance with Policies CR10 and CR11.

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CONSTRUCTION/DEMOLITION PHASE

6. **(PC)** No demolition shall take place within the Phase 2 site (unless an alternative permission for that demolition has been granted by the Local Planning Authority), until a Demolition Management Statement (DMS) and Demolition Environmental Management Plan (DEMP) (based on the recommendations in Chapter 6: Development Programme Demolition and Construction of the document, "Environmental Statement Volume 1", dated December 2019 by Waterman Group) have been submitted to and approved in writing by the Local Planning Authority, unless an alternative permission for that demolition has been granted by the Local Planning Authority. The DMS and DEMP shall include details in respect of:

A. The parking of vehicles and site operatives and visitors, to be shown on a Plan not less than 1:500 and to include the total amount of parked vehicles;
B. Loading and unloading of plant and materials used in, and arising from, demolition: areas to be shown on a plan not less than 1:500;
C. Storage of plant and materials used in, and arising from, demolition of the development: areas to be shown on a plan not less than 1:500;
D. The erection and maintenance of security hoarding (including decorative displays/murals/scaffolding if required;
E. Wheel washing facilities;
F. Measures on-site to control the deposition of dirt/mud on surrounding roads during demolition;
G. Footpath Closures/Road Closures needed during demolition;
H. Traffic Management needed during demolition;
I. Times, routes and means of access into and from the site for demolition traffic and delivery vehicles (including the removal of any associated demolition waste from the site and methods of preventing deposition of materials on the public highway)
J. A commitment to regular meetings with the RBC Streetworks Co-ordinator
K. A dust mitigation and monitoring scheme during demolition phases (to accord with the approved Environmental Statement).
L. Measures to control noise, including controls on timing of operations (to include quiet periods)
M. External lighting;
N. A scheme for recycling/disposing of waste resulting from the demolition works.
O. Confirmation of external treatments (cleaning, render/brick repairs, graffiti removal, window and security measures) for any building within a relevant Plot which has not been demolished within one year after the first building on that Plot has been demolished.
P. Measures to control vermin during demolition works including capping off of redundant below ground sewers and other services.
Q. Measures to control exposure to contaminated land.
R. Temporary parking and turning space within the site.

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The approved DMS and DEMP shall be adhered to throughout the Phase 2 development hereby permitted, unless prior agreement has been received in writing from the Local Planning Authority.

Reason. in the interests of safety, dust and noise control, protecting the amenity of local land uses, neighbouring residents and highway safety/congestion. In accordance with Policies EN16, EN17, CC8, TR3, EN15 of the Reading Borough Local Plan 2019.

7. (**PCD**) No development (except for demolition works) shall take place within the Phase 2 site until a Construction Management Statement (CMS) and Construction Environmental Management Plan (CEMP) (based on the recommendations in Chapter 6: Development Programme Demolition and Construction of the document, "Environmental Statement Volume 1", dated December 2019 by Waterman Group) have been submitted to and approved in writing by the Local Planning Authority. The CMS and CEMP shall include details in respect of:
A. The parking of vehicles and site operatives and visitors, to be shown on a Plan not less than 1:500 and to include the total amount of parked vehicles
B. Loading and unloading of plant and materials used in constructing the development: areas to be shown on a plan not less than 1:500
C. Storage of plant and materials used in constructing the development: areas to be shown on a plan not less than 1:500
D. The erection and maintenance of security hoarding and treatment of podium edge (including decorative displays/murals/scaffolding if required).
E. Wheel washing facilities
F. Measures on-site to control the deposition of dirt/mud on surrounding roads during construction
H. The method of piling (normally restricted to auger bored or hydraulic press)
I. Footpath Closures/Road Closures needed during construction
J. Traffic Management needed during construction
K. Times, routes and means of access into and from the site for construction traffic and delivery vehicles (including the removal of any associated construction waste from the site and methods of preventing deposition of materials on the public highway)
L. A commitment to regular meetings with the RBC Streetworks Co-ordinator
M. A dust mitigation and monitoring scheme during construction phases (to accord with the approved Environmental Statement)
N. Measures to control noise including controls on timing of operations (to include quiet periods)
O. External lighting
P. A scheme for recycling/disposing of waste resulting from the construction works
Q. Confirmation of external treatments (cleaning, render/brick repairs, graffiti removal, windows, and security measures) for any building within the Phase 2 site which has not been demolished within one year after the first building on site has been demolished.

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R. Measures to control exposure to contaminated land.
S. Temporary parking and turning space within the site.

The approved CMS and CEMP shall be adhered to throughout the Phase 2 development hereby permitted, unless prior agreement has been received in writing from the Local Planning Authority.

Reason. in the interests of safety, dust and noise control, protecting the amenity of local land uses, neighbouring residents and highway safety/congestion. In accordance with Policies EN16, EN17, CC8, TR3, EN15 of the Reading Borough Local Plan 2019.

8. No construction, demolition or associated deliveries shall take place within the Phase 2 site outside the hours of 0800hrs to 1800hrs Mondays to Fridays, and 0800hrs to 1300hrs on Saturdays, and not at any time on Sundays and Bank or Statutory Holidays without prior written approval from the Local Planning Authority.

Reason. In order to protect occupiers of nearby properties from unreasonable disturbance from works connected with implementing this permission in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

GROUND INVESTIGATION

9. **(PCD)** (i) The development of the Phase 2 site hereby approved shall not be carried out except in accordance with the 'Overarching Archaeological Written Scheme of Investigation' (Waterman, October 2019).

(ii) No development (other than demolition above existing ground floor, or existing basement floor, slab level) shall commence within the Phase 2 site until a detailed Written Archaeological Scheme of Investigation (WSI), based on the 'Overarching Archaeological Written Scheme of Investigation' (Waterman, October 2019) has been submitted to and approved in writing by the Local Planning Authority. Thereafter, the development of the Phase 2 site shall only take place in accordance with the approved WSI.

Reason. in the interests of protecting the archaeological heritage of the Borough. In accordance with Policies EN1 and EN2 of the Reading Borough Local Plan 2019.

10. **(PCD)** No development (other than demolition above existing ground floor, or existing basement floor, slab level) shall be commenced within the Phase 2 site until a scheme that includes the following components to deal with the risks associated with contamination of the Phase 2 site (whether or not it originates from the site) has been submitted to and approved in writing by the Local Planning Authority:

Date: DRAFT

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(a) A preliminary contaminated land risk assessment which has identified:
- all previous uses;
- potential contaminants associated with those uses (extent, nature and scale of the contamination);
- a conceptual model of the site indicating sources, pathways and receptors; and
- potentially unacceptable risks arising from contamination at the site.

(b) A site investigation scheme, based on the approved preliminary contaminated land risk assessment (a) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site, including.:
- human health;
- property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes;
- adjoining land;
- groundwaters and surface waters;
- ecological systems; and
- archaeological sites and ancient monuments.

(c) The results of the site investigation and detailed risk assessment referred to in (b) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken. The strategy shall include all works to be undertaken, proposed remediation objectives and remediation criteria, an appraisal of remedial options, and proposal of the preferred option(s), and a timetable of works and site management procedures. The strategy shall ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 and shall be suitable for its intended use after remediation.

(d) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (c) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

(e) In the event that contamination not previously identified is found at any time when carrying out the development of the Phase 2 site, development shall be halted on that part of the site and shall be reported in writing to the Local Planning Authority. Following that an assessment of the nature and extent of contamination shall be undertaken and where remediation is necessary a remediation scheme, together with a timetable for its implementation, shall be submitted to and approved in writing by the Local Planning Authority.
The measures in the approved remediation scheme shall be implemented in accordance with the approved timetable. Following completion of measures identified in the approved remediation scheme, a validation report shall be submitted to and approved in writing by the Local Planning Authority.

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The development of the Phase 2 site shall only be undertaken in accordance with the approved details in (a)-(e) above, as relevant, save to the extent that the Local Planning Authority approves any variation(s) to the approved details.

Reason. the submitted Environment Statement requires an intrusive site investigation which is in part related to previous potential contaminative uses of the site which have the potential to pollute soils and groundwater, in accordance with Policy EN16 of the Reading Borough Local Plan 2019.

11. (**PCD**) No development (other than demolition above existing ground floor, or existing basement floor, slab level) within the Phase 2 site shall be commenced until ground gas monitoring has been carried out within the Phase 2 site by a suitably qualified person and a risk assessment and scheme showing how the site is to be protected against any landfill gas identified has been submitted to and approved in writing by the Local Planning Authority. No Occupation of any building on the Phase 2 site shall take place until the scheme has been fully implemented as approved (save to the extent that the Local Planning Authority approves any variation(s) to the approved scheme), and those measures shall be retained and maintained at all times thereafter.

Reason. to ensure that the details of the development are satisfactory to prevent the adverse effects of landfill gas, which could be a danger to the occupants of the development. In accordance with Policy EN16 of the Reading Borough Local Plan 2019.

12. (**PCD**) No development within the Phase 2 site (except demolition) shall be commenced until a method statement for the foundation design for all buildings within the Phase 2 site has been submitted to and approved in writing by the Local Planning Authority. The foundation works shall thereafter only be carried out in accordance with the agreed method statement, save to the extent that the Local Planning Authority approves any variation(s) to the approved statement.

Reason. The Site is potentially contaminated and is located over the chalk major aquifer. Piling at the Site has the potential to mobilise contaminants into the chalk aquifer which would result in pollution of controlled waters and therefore agreement will only be given for piling in those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater quality. In accordance with Policy EN16 of the Reading Borough Local Plan 2019.

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APPEARANCE

13. (**PCD**) No development shall take place within the Phase 2 site (except demolition and groundworks) until full details and samples of the materials to be used in the construction of the external surfaces of the development hereby permitted, have been submitted to and approved in writing by the Local Planning Authority and the materials shall be in accordance with the principles set out in section 2.5 of the Design and Access Statement December 2019 as amended by Addendum to the Design & Access Statement June 2020. The development of Phase 2 shall be carried out and thereafter maintained in accordance with the approved materials details and samples. The 'Metal fins and corner profiles' to façade identified on the approved drawings shall be provided prior to first occupation.

Reason. To ensure high quality materials and detailing is secured and implemented. In the interests of high quality design and the character of the area. In accordance with Policies CR10, CR11, CR2, CC7 and EN1 of the Reading Borough Local Plan 2019.

14. No part of the Plot G building within Phase 2 shall be first occupied until a Signage Strategy for all commercial frontages and entrances has been submitted to and approved in writing by the Local Planning Authority. No signage shall be provided within the Phase 2 site otherwise than in accordance with the approved Strategy at any time thereafter.

Reason: To ensure a coordinated approach to securing appropriately designed signage in the interests of the appearance of the development and the visual amenity of the surrounding area in accordance with Policies CC7, CR10, CR11, CR2 and OU4 of the Reading Borough Local Plan 2019.

15. The ground floor reception area to Plot G shall be provided in accordance with the approved drawings prior to first occupation of Plot G and retained as such at all times thereafter.

Reason. In the interests of activation of the frontage, views into and through the building, integration with the public realm and the character of the Station Area, in accordance with Policies CC7, CR10 and CR11 of the Reading Borough Local Plan 2019.

16. No part of the Plot G building within Phase 2 shall be first occupied until a scheme to provide, maintain and manage an active frontage to the western façade of the ground floor and the southern façade of the lower ground floor of the Plot G building has been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented prior to first occupation of the spaces within the building adjoining those facades and shall be maintained as approved at all times thereafter.

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Reason. In the interests of activation of the frontage, views into and through the building, integration with the public realm and the character of the Station Area, in accordance with Policies CC7, CR10 and CR11 of the Reading Borough Local Plan 2019.

LANDSCAPING

17. (**PCD**) No development shall commence within the Phase 2 site (except demolition, groundworks) until a comprehensive scheme of hard and soft landscaping has been submitted to and approved in writing by the Local Planning Authority. The landscaping scheme shall be in accordance with the principles shown on the drawings approved by this notice and shall include all landscaped areas within Phase 2, which for the avoidance of doubt shall include the Pocket Park feature and upper floor building terraces. The landscaping scheme shall include the following details:

a) Hard surfacing materials, water features, minor artefacts and other ancillary structures (including furniture, play equipment, refuse or other storage units, signs, lighting, external services, etc);
b) Soft landscaping details to include planting plans, specifications (including cultivation and other operations associated with plant and grass establishment), tree pit and raised planter specifications, schedules of plants, noting species, planting sizes and proposed numbers/densities where appropriate, and implementation timetable;
c) A maintenance programme detailing all operations to be carried out in order to allow successful establishment of planting;
d) Routes and details of proposed and existing functional services above and below ground including foul and surface water drainage, soakaways and SUDs details, power, communications cables and water and gas supply pipelines, including access points.
e) A wheeling ramp to assist in cycles being wheeled up and down the public steps linking the Phase 2 public realm and Garrard Street.

The approved landscaping scheme shall be carried out in accordance with the approved details prior to the occupation of any part of the Plot G building within Phase 2 or in accordance with a timetable approved in writing by the Local Planning Authority prior to first occupation of Plot G.

Any trees or plants which, within a period of 5 years from the date of planting, die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, to be agreed in writing by the Local Planning Authority.

Reason. These details are required prior to commencement of development because of insufficient information contained within this submission and in the interest of ensuring that

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the landscaping of the development enhances the visual local environment and in accordance with Policies CC7, EN38, CR10, CR11, CR2, CR3 of the Reading Borough Local Plan 2019.

18. No part of the Phase 2 development hereby approved shall be first Occupied until a landscaping management plan, including long term objectives, management responsibilities and maintenance schedules for all landscaped areas has been submitted to and approved in writing by the Local Planning Authority. The landscaping management plan shall be carried out as approved at all times thereafter.

Reason. to ensure the long term management and maintenance of landscaped areas on the site. In accordance with Policies CC7, EN38, CR10, CR11, CR2, CR3 of the Reading Borough Local Plan 2019.

19. Notwithstanding the provisions of Class A, Part 2, Schedule 3, Article 3 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification), no boundary treatment shall be erected within the Phase 2 site except in accordance with details that shall have been submitted to and approved in writing by the Local Planning Authority (except temporary hoarding for the duration of construction works, or where otherwise expressly permitted by this permission).

Reason. In the interests of the openness, permeability, character and appearance of the public realm in accordance with Policies CC7, CR3, CR10 and CR11 of the Reading Borough Local Plan 2019.

20. No development shall commence within the parts of the Phase 2 site that are on Station Hill adopted highway land until an Arboricultural Method Statement and Tree Protection Plan in accordance with the relevant recommendations of appropriate British Standards or other recognised codes of good practice for all existing trees that are not shown as being removed on the approved drawings, both within and adjacent to the site, has been submitted to and been approved in writing by the Local Planning Authority. The development shall not be carried out other than in accordance with the approved Arboricultural Method Statement and Tree Protection Plan.

Reason. Trees of amenity value exist within the highway on Station Hill. This condition seeks to ensure that appropriate protection is given to these trees in accordance with Policy EN14 of the Reading Borough Local Plan 2019.

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21. No part of the Plot G building within Phase 2 shall be first occupied until all works to provide the bridge over Garrard Street and associated steps down to Garrard Street have been completed in accordance with the approved plans, or in accordance with an alternative timetable that shall have been agreed in writing by the Local Planning Authority prior to first occupation of Plot G.

Reason. To integrate effectively with the Phase 1 site to ensure enhanced links within the site and an appropriate network of streets and spaces landscaping and public realm in the interests of the character of the area and the way it functions, and the amenity of users of the site. In accordance with Policies CC7, EN14, CR2, CR3, CR10 and CR11 of the Reading Borough Local Plan 2019.

TRANSPORT

22. No part of the Plot G building within Phase 2 shall be first occupied until all vehicle parking spaces have been provided in accordance with the plans hereby approved, or in accordance with an alternative timetable that shall have been agreed in writing by the Local Planning Authority. The spaces shall be retained as approved for parking at all times thereafter.

Reason. To ensure that the development is provided with adequate parking facilities to meet the needs of future occupiers and reduce the likelihood of roadside parking which could be a danger to other road users in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

23. No part of the Plot G building within Phase 2 shall be first occupied until all bicycle parking and storage spaces have been provided in accordance with the plans hereby approved, or in accordance with an alternative timetable that shall have been agreed in writing by the Local Planning Authority. The spaces shall be retained as approved 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.

24. No part of the Plot G building within Phase 2 shall be first occupied until the vehicle accesses serving it have been constructed in accordance with the plans hereby approved.

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Reason. In the interests of road safety in accordance with Policy TR1 and TR3 of the Reading Local Plan 2019.

25. The existing vehicular accesses, to the Phase 2 site shall be stopped up and abandoned and the footway(s) and verge shall be reinstated to the satisfaction of the Local Planning Authority within one month of the first use of the new accesses hereby approved.

Reason. In the interests of road safety and maintenance of the highway in accordance with Policy TR1 and TR3 of the Reading Local Plan 2019.

26. No part of the Plot G building within Phase 2 shall be first occupied until electric charging facilities have been fully provided in accordance with the details shown on approved drawings SHRN-CRL-S2-P1-DR-SK-9211 and SHRN-CRL-S2-P2-DR-SK-9212. The facilities shall be maintained for vehicle charging in accordance with the approved details at all times thereafter.

Reason. In the interests of environmentally sustainable transport in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

27. The area of land between the forward visibility curve and the highway boundary, as described in the approved Transport Assessment, shall be kept free from all obstructions to visibility above a sightline height of 0.6 metres from the surface of the carriageway.

Reason. In the interests of road safety in accordance with Policy TR1 and TR3 of the Reading Local Plan 2019.

28. No part of the Plot G building within Phase 2 shall be first occupied until a Delivery and Servicing Plan to manage how delivery and servicing vehicles are to access each unit without creating noise, safety or congestion concerns, including restricted hours, has been submitted to and approved in writing by the Local Planning Authority. Thereafter, deliveries and servicing for the Plot G building shall not be carried out except in accordance with the approved Delivery and Servicing Plan.

Reason. In the interest of the safety and convenience of all highway users and the amenity of residents, in accordance with Policies CC8, TR3 and TR5 of the Reading Local Plan 2019.

Date: DRAFT

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29. Any access barriers provided shall not open towards the highway and shall be set back a distance of at least 11 metres from the nearside of the carriageway of the adjoining highway in accordance with drawing SHRN - CRL - S2 - P2 - DR- SK - 9212.

Reason. To ensure that vehicles can be driven off the highway before the gates are opened, in the interests of road safety in accordance with Policy TR1 and TR3 of the Reading Local Plan 2019.

ENVIRONMENTAL

30. No part of the Plot G building within Phase 2 shall be first occupied, or any part of the Phase 2 public realm brought into use, whichever is the sooner, until all Interim Mitigation Measures for the Phase 2 site for wind and microclimate described in the approved Environmental Statement have been provided. The Interim Mitigation Measures for wind and microclimate for the Phase 2 site shall be retained and maintained as approved thereafter.

Reason. to ensure the safety and comfort of all users of the public realm areas in accordance with Policies CC7, EN16, CR3 of the Reading Borough Local Plan 2019.

31. All office floorspace within the Plot G building within Phase 2 shall achieve a BREEAM Excellent (shell and core) rating. All other floorspace shall achieve a BREEAM Excellent (fit-out) rating. 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) shall be submitted to the Local Planning Authority for approval within six months of first occupation of the floorspace to which it relates. The certificate shall demonstrate that the development has attained the required BREEAM rating.

Reason. to ensure an acceptable standard of environmental sustainability in conjunction with other measures secured under this permission in accordance with Policies CC2, H5, CC3, CC4 of the Reading Local Plan 2019.

32. (**PCD**) (i) No development shall commence within the Phase 2 site (except demolition above ground floor/basement slab level) until a Sustainable Drainage Strategy including details of the design, management and maintenance of surface water drainage for the site using SuDS methods has been submitted to and approved in writing by the Local Planning Authority. The Strategy shall include a timetable for its implementation and a management and annual maintenance plan for the lifetime of the Phase 2 development which shall include

Date: DRAFT

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the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

(ii) the approved sustainable drainage Strategy for the Phase 2 site shall be completed in accordance with the approved details and timetable and shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan.

Reason. To reduce the risk of flooding and to preserve and enhance surface and groundwater quality in accordance with Policies EN16 and EN18 of the Reading Borough Local Plan 2019.

33. No part of the Plot G building within Phase 2 shall be first occupied until a Scheme for the connection and potential improvements to the existing water supply, drainage and sewerage systems in respect of Phase 2, to include a timetable for its implementation, has been submitted to and approved in writing by the Local Planning Authority. The Scheme shall be implemented as approved and maintained and operated only in accordance with the approved Scheme at all times thereafter.

Reason. To ensure that suitable capacity is provided within water, drainage and sewerage infrastructure in accordance with Policy EN16 of the Reading Borough Local Plan 2019.

34. (PCD) No development (other than demolition, and groundworks) shall commence until details of habitat mitigation works and a timetable for their provision for the Plot G building shall have been submitted to and approved in writing by the Local Planning Authority.

The Details shall include a report detailing the following habitat mitigation works:
A. Locations and specifications for Bat roosting and habitat enhancements
B. Locations and specifications for bird nesting habitats for Black Redstarts, Swifts and Peregrine Falcons
C. Details of integration with the ground level planting scheme (demonstrating how it has been designed to maximise its benefit to wildlife within the context of the scheme).
The habitat mitigation works shall be provided in accordance with the approved Details and timetable and retained and maintained as approved at all times thereafter.

Reason. to ensure that suitable habitat is created/re-provided for within the development, in the interests of biodiversity in accordance with Policies EN12 and EN14 of the Reading Borough Local Plan 2019.

Date: DRAFT

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35. **(PC)** In the event that demolition has not commenced within one year of the date of this permission, no development shall commence within the Phase 2 site until an updated bat survey has been undertaken (by an appropriately qualified ecologist, that is a member of CIEEM or an equivalent institution with experience of undertaking bat surveys), and the results submitted to and approved in writing by the Local Planning Authority. Furthermore, should bats or evidence of bats be found, no development shall commence within the Phase 2 site until any relevant licence(s) have been obtained from the Statutory Nature Conservation Organisation (currently Natural England) and a copy submitted to the Local Planning Authority. Should bats or evidence of bats be found and the applicant considers that a licence for development works affecting bats is not required, the applicant shall submit a report to the Local Planning Authority detailing the reasons for this assessment and development shall not commence within the Phase 2 site until this report has been approved in writing by the Local Planning Authority.

Reason. To ensure that bats, a material consideration, are not adversely affected by the development in accordance with Policy EN12 of the Reading Borough Local Plan 2019.

36. No demolition or site clearance shall take place within the Phase 2 site within the bird nesting season (mid-February to mid-September inclusive). If clearance within the bird-breeding season cannot reasonably be avoided, a suitably qualified ecologist shall resurvey the areas within and adjacent to the Phase 2 site immediately prior to clearance within the Phase 2 site and shall advise whether nesting birds are present. If active nests are recorded, no works that could disturb the nest shall proceed until all young have fledged the nest and if a nest of a Peregrine Falcon, Swift or Black Redstart is found, all works of demolition which could disturb the nest shall cease until a method statement for undertaking the works has been agreed with the Local Planning Authority. The works shall only be undertaken in accordance with the approved method statement, unless the Local Planning Authority approves any variation in writing.

Reason. To minimise the impact of the development on rare/protected bird species in accordance with Policy EN12 of the Reading Borough Local Plan 2019.

37. No part of the Plot G building within Phase 2 shall be first occupied until Details of Green/Brown roofs (to the extent shown on the approved drawings as a minimum) to include drawings, specifications and a habitat enhancement scheme, have been submitted to and approved in writing by the Local Planning Authority. All Green/Brown roofs shall be provided in accordance with the approved Details and shall be maintained as approved at all times thereafter.

Reason. In the interests of biodiversity, sustainable drainage and microclimate. In accordance with Policies CC2, CC3, EN12, EN16, EN18 and CR10 of the Reading Borough Local Plan 2019.

Date: DRAFT

DRAFT
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DRAFT

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38. No part of the Plot G building within Phase 2 shall be first occupied until all refuse and recycling storage facilities have been provided in accordance with the approved plans and shall be retained for use by occupiers of the building at all times thereafter.

Reason. In the interests of the visual amenity of the area and to ensure that bins can be easily accessed when required in accordance with Policies CC5 and CC7 of the Reading Local Plan 2019.

39. No part of the Plot G building within Phase 2 shall be first occupied until details of physical and management measures to prevent pests and vermin accessing bin stores and other service areas within the building and structures within the site, have been submitted to and approved in writing by the Local Planning Authority. The pest and vermin control measures shall be provided in accordance with the approved details prior to first occupation of the building and retained as approved at all times thereafter.

Reason. In the interests of public health and the amenity of occupiers. In accordance with Policies CC5 and CC8 of the Reading Borough Local Plan 2019.

40. No part of the Plot G building within Phase 2 shall be first occupied until details of the hours of use of all non-residential uses on the lower ground and ground floors of the building have been submitted to and approved in writing by the Local Planning Authority. The development shall not be used except in accordance with the approved details at all times thereafter.

Reason. In the interests of residential amenity of neighbouring residential properties in accordance with Policies EN16 and CC8 of the Reading Borough Local Plan 2019.

41. (i) No part of the Plot G building within Phase 2 shall be first occupied until full details of all external lighting to be installed for the visual enhancement and safe functioning of the development has been submitted to and approved in writing by the Local Planning Authority. The details shall include a plan indicating the locations of the lights, specifications, height, luminance, lens shape/beam pattern and orientation, hoods/shades, and an isolux contour map to show light spill levels (down to 2 lux if operating between 23:00 and 07:00, or down to 10 lux if operating only between 07:00 and 23:00) and showing neighbouring buildings. The details shall include night-time dimming controls and demonstrate that light levels will not exceed the relevant guidance lux levels specified in the Institute of Lighting Professionals: Guidance Notes for the Reduction of Obtrusive Light GN01:2011 and shall also demonstrate how glare will be controlled. The approved scheme shall thereafter be installed before first

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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occupation of the building and the external lighting shall be maintained and operated in accordance with the approved details at all times thereafter.

(ii) No external lighting shall be installed within the Phase 2 except in accordance with full details that shall have been submitted to and approved in writing by the Local Planning Authority prior to installation.

Reason. To protect the privacy and amenity of adjoining and future occupiers and enhance the appearance of the development in accordance with Policies CC7, EN16, CR3 and CC8 of the Reading Borough Local Plan 2019.

42. No mechanical plant shall be installed within the Phase 2 site until a noise assessment of the proposed mechanical plant has been submitted to and approved in writing by the Local Planning Authority. The assessment shall be carried out for in accordance with BS4142:2014 methodology. The predicted specific sound level (LAeq,TR) (with reference to BS:4142) as measured at a point 1 metre external to the nearest noise-sensitive facade shall be at least 10dB below the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The predicted rating level, LAr,Tr (specific sound level plus any adjustment for the characteristic features of the sound) as measured at a point 1 metre external to the nearest noise-sensitive façade (habitable window of a dwelling) shall not exceed the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The plant shall thereafter only be installed in accordance with the approved assessment and shall thereafter be maintained so that it operates to the same standard.

Reason. To safeguard the amenities of the adjoining premises and the area generally, in accordance with Policies CC8 and EN17 of the Reading Borough Local Plan 2019.

43. The glazing, ventilation and all other noise mitigation specified for the Phase 2 site shall be installed in accordance with the recommended specifications within the Noise Assessment submitted with the application Environmental Noise Survey Rev 00 by Hoare Lea, dated December 2019.

Reason. In order to protect the amenity of future occupiers of the proposed development in accordance with Policies EN16 and CC8 of the Reading Borough Local Plan 2019.

44. No flues, extraction or other kitchen ventilation equipment shall be installed within the Phase 2 site until a scheme comprising an odour assessment and a detailed odour

Date: DRAFT

DRAFT
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& Regulatory Services

DRAFT

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management plan for the equipment, 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 best practice guidance when assessing potential odours and selecting appropriate odour control methods. The development of the Phase 2 site shall not be carried out other than in accordance with the approved scheme and shall be maintained in accordance with the approved scheme at all times thereafter.

Reason. To minimise the impacts of kitchen extract odours in the interests of the amenity of adjoining properties and the surrounding area. In accordance with Policy CC8 of the Reading Borough Local Plan 2019.

45. No materials or green waste produced as a result of the clearance of the Phase 2 site or demolition works or construction works associated with the Phase 2 development shall be burnt on site.

Reason. In the interests of air quality and neighbouring amenity in accordance with Policies CC5, CC8 and EN16 of the Reading Borough Local Plan 2019.

46. No gym use (Class D2, or ancillary to other use) shall be commenced until a detailed Scheme to control airborne and structure-borne noise resulting from the gym use, to include a floating floor and other mitigation as necessary, has been submitted to and approved in writing by the Local Planning Authority. The Scheme shall be implemented as approved before the gym use is commenced and retained and maintained as such at all times thereafter.

Reason. To adequately control noise specifically associated with gym uses in the interests of the amenity of surrounding residents and other users of the site in accordance with Policies CC8, EN16, EN17 and CR10 of the Reading Borough Local Plan 2019.

47. *(**PCD**)* No development shall commence within the Phase 2 site (except demolition and groundworks) until an Air Quality Assessment to determine whether the proposed development of the Phase 2 site will result in a worsening impact on air quality has been submitted to and approved in writing by the Local Planning Authority. The assessment shall use a full dispersion model to predict the pollutant concentrations at relevant building façades for the proposed year of occupation as well as any impacts during the development phase. The input parameters used in the assessment shall be in accordance with current best practice. The assessment shall include canyon effect modelling and up-to-date local weather data calibration of the model to fit with local diffusion tube readings. The assessment shall assume no improvement in air quality at the time of the development being occupied. Where

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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the assessment identifies a worsening of air quality it shall include a mitigation plan together with a timetable for its implementation. The mitigation plan shall quantify the effect on emissions expected from the proposed mitigation, in order to demonstrate that any detrimental impact from the development will be offset. The development of the Phase 2 site shall not be carried out other than in accordance with the approved mitigation scheme and implementation timetable.

Reason. These details are required due to insufficient information being contained within this submission and in order to protect the health of borough residents in accordance with Policy EN15 of the Reading Borough Local Plan 2019.

48. The Phase 2 development hereby permitted shall not be carried out except in accordance with the approved Flood Risk Assessment (FRA) WIE14788-100-R-14-3-1_FRA Third Issue dated 16 December 2019 by Waterman as appended to the Environmental Statement by Waterman, December 2019) including all mitigation measures detailed within the approved FRA.

Reason. To minimise flood risk arising from the development in accordance with Policy EN18 of the Reading Borough Local Plan 2019.

49. No development within the Phase 2 site shall include any uncontrolled infiltration of surface water drainage into the ground, other than as approved by this permission.

Reason. to ensure that there is no resultant unacceptable risk to controlled waters/groundwater quality in accordance with Policy EN16.

SECURITY

50. (PCD) No development within the Phase 2 site shall commence (except demolition and ground works) until a Security/Anti-Crime Management Plan has been submitted to and approved in writing by the Local Planning Authority in accordance with the 'Secured By Design' standard to include:
i) Hostile Vehicle Mitigation to all potential public realm vehicle access points unless otherwise agreed within the submitted Plan.
ii) Electronic access controlled rising arm barrier and attack rated roller shutter for out of hours access to basement car park entrances. Hours of operation to be agreed.
iii) Electronic access controlled rising arm barrier and attack-rated roller shutter to service yard. The shutter to be in operation at all times.
iv) Blast-resistant laminate glazing to BSEN 12600 and frames to BS6262 for at least the first 3 storeys above adjoining street level. Curtain wall glazing to be BS EN 356-2000 (P1A) or engineered equivalent.

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

Reading Borough Council
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v) A detailed blast analysis of main glazing elements (glass and frame) and building structure to confirm their blast-resistance and full-scale blast test on samples where a risk of glazing or frame failure is identified by the detailed blast analysis and such further re-designs or mitigation as may be required to achieve an acceptable design as a result of the analysis and/or testing.
vi) Emergency vehicle access (physical barriers and management)
vii) Provision, location and management of litter bins.
viii) Defined extent of external café seating areas.
ix) Management of large crowds, including football and music festival events
x) Secure (including visually-verified) access control arrangements for entrances and car parks, including secure mail delivery.
xi). Lift access control and measures to ensure appropriate compartmentation between and across floors.
The development of the Phase 2 site shall not be carried out except in accordance with the approved Security/Anti-Crime Management Plan and maintained as such at all times thereafter.

Reason. to reduce the opportunity for crime and the fear of crime through the creation of a safe and secure development which is overlooked, inviting and which also reduces opportunities for major security incidents in accordance with Policies CC7, CR2, CR3, CR10, and CR11 of the Reading Borough Local Plan 2019.

51. No part of the Phase 2 development shall be first occupied until evidence of Secured By Design accreditation has been submitted to and approved in writing by the Local Planning Authority. Unless the Local Planning Authority agrees in writing to an alternative timetable for submission prior to first occupation of any part of the Phase 2 development.

Reason. to reduce the opportunity for crime and the fear of crime through the creation of a safe and secure development in accordance with Policies CC7, CR2, CR3, CR10, and CR11 of the Reading Borough Local Plan 2019.

SUBSEQUENT OPERATION

52. No part of the Plot G building within Phase 2 shall be first occupied until a Scheme of environmental controls to minimise the impact of light pollution from interior lighting on the local environment and neighbouring uses in accordance with the recommendations of the approved Environmental Statement to include (unless otherwise agreed by the Local Planning Authority) switching off office lights and closing of blinds, and shall include a timetable for implementation, has been submitted to and approved in writing by the Local Planning Authority. The development of Phase 2 shall not be carried out except in accordance with the approved Scheme and shall be maintained as such at all times thereafter.

Date: DRAFT

DRAFT
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& Regulatory Services

DRAFT

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Reason. To minimise light pollution in accordance with Policies CC8 and EN16 of the Reading Borough Local Plan 2019.

53. The Telecoms Summary and Superfast Broadband Strategy dated December 2019 to include recommended physical measures to enable secondary internet provider connection shall be implemented prior to first occupation of the Plot G building within Phase 2 or in accordance with a timetable that shall have been approved in writing by the LPA prior to first occupation.

Reason. To ensure advanced, reliable and high-quality electronic communications infrastructure within the development. In accordance with Paragraph 112 of the National Planning Policy Framework 2019.

CONDITIONS & REASONS - Phase 3

54. (i)The Phase 3 site to which this Outline planning permission relates shall be as identified on approved drawing SHRN-CRL-SW-ZZ-PL-A-0115-P01 dated 15 May 2020.

(ii) For the purposes of all conditions attached to this permission "Plots" shall be defined as shown on the approved Parameter plan SHRN - CRL - S3 - ZZ - PL - A - 0705 - P03, Plots, dated 22 September 2020.

(iii) No development (except demolition) on any Plot in Phase 3 shall be commenced until detailed plans/sections, elevations and other relevant supporting material have been submitted to and approved in writing by the Local Planning Authority for that Plot in respect of:
A. Means of Access for vehicles, cycles and pedestrians including details of the positioning and treatment of access and circulation routes and the position and layout of vehicle and cycle parking and servicing areas;
B. The Scale of buildings;
C. The Layout of buildings, routes and open spaces.
D. The Appearance of buildings including details in respect of architecture, materials, decoration, lighting, colour and texture;
E. Landscaping, to include:
i) details of hard and soft landscaping works, boundary treatment and or means of enclosure;
ii) details of planting in respect of trees, shrubs, ground area (including grasses), climbers and green wall systems.
iii) details (including colours) of materials to be used on paved areas and other hard surfaces and details of all external flooring materials, water features, and drainage;

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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iv) street furniture, signage, lighting;
v) any features of artwork;
F. The internal layout and Use of all buildings including residential amenity areas.
The development of Phase 3 shall not be carried out except in accordance with the detailed plans/sections, elevations and other relevant supporting material approved pursuant to this condition.

Reason. To ensure a satisfactory form of development and in accordance with the provisions of Article 6 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 as amended.

55. Application for approval of the Reserved Matters shall be made to the Local Planning Authority no later than five years from the date of this outline permission.

Reason. To allow an appropriate timeframe for development to commence commensurate with the scale and complexity of the scheme.

56. The development of Phase 3 hereby permitted shall be commenced no later than either:-

a) the expiration of five years from the date of this permission; or
b) the expiration of two years from the date of approval of the last reserved matters to be approved under the terms of this permission, whichever is the later.

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.

57. All applications for approval of Reserved Matters pursuant to this permission shall be in accordance with the following documents:
(a) Station Hill North Design Code Hybrid Planning Application dated September 2020, received 23 September 2020

(b) Parameter Plans as listed in Condition 58; and

(c) shall be in general accordance with the submitted document 'Design and Access Statement December 2019 as amended by Addendum to the Design & Access Statement June 2020'

Reason. (a) to ensure a suitable form of development is provided in accordance with the approved documents/supporting information, within the subsequent Reserved Matters applications; and (b) to ensure that development achieves a high standard of design in

Date: DRAFT

DRAFT
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& Regulatory Services

DRAFT

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relation to the surrounding public realm, the settings of Heritage Assets and the character of the area; and (c) to clarify which plans, drawings and documents have been approved.

58. The development permitted within the Phase 3 site shall not be carried out except in accordance with the following approved plans, the Reserved Matters approved under Condition 54; any other details as may be approved under the conditions of this planning permission, and conditions pursuant to the approval of the Reserved Matters:

SHRN - CRL - SW -ZZ - PL - A- 0105 - Rev P00 Site Location Plan dated 13 December 2020

SHRN - CRL - SW - ZZ - PL- A - 0115 Rev P01 Phasing Plan dated 15 May 2020

SHRN - CRL - SW - ZZ - PL - A- 1051 Rev P00 Demolition Plan dated 13 December 2019

SHRN - CRL - S3 - ZZ - PL- A - 0705 Rev P03 Parameter Plans - Plots, dated 22 September 2020

SHRN - CRL - S3 - ZZ - PL- A - 0710 Rev P03 Parameter Plan Public Realm Plaza and Plaza +1 levels, dated 22 September 2020

SHRN - CRL - S3 - ZZ - PL- A - 0711 Rev P02 Parameter Plan Land Use and Minimum Distance Between Plots - Levels Plaza +2 and Above Mixed Use Scheme, dated 22 September 2020

SHRN - CRL - S3 - ZZ - PL- A - 0712 Rev P02 Parameter Plan Land Use and Minimum Distance Between Plots - Levels Plaza +2 and Above All Commercial Scheme, dated 22 September 2020

SHRN - CRL - S3 - ZZ - PL- A - 0715 Rev P03 Parameter Plan Vehicular Access and Servicing, dated 22 September 2020

SHRN - CRL - S3 - ZZ - PL- A - 0720 Rev P03 Parameter Plan Land Use Street and Podium (Plaza Level), dated 22 September 2020

SHRN - CRL - S3 - ZZ - PL- A - 0726 Rev P03 Parameter Plan Basement Parameter Section, dated 22 September 2020

44470/5502/TA/02 Revision C, dated 21 September 2020

Reason. to clarify which plans are approved and in the interests the character and appearance of the area, the setting of heritage assets and the appearance, amenity, design and proper functioning of the development in accordance with Policies CC1, EN1, EN5, CC7, CC8, H5, H10, TR1, CR1, CR2, CR3, CR6, CR10 and CR11 of the Reading Borough Local Plan 2019.

Date: DRAFT

DRAFT
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& Regulatory Services

DRAFT

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59. The total amount of development hereby permitted in this Outline planning permission in respect of the Phase 3 site and expressed as Gross External Areas (GEA) shall not exceed 128,000 [one hundred and twenty eight thousand] square metres floorspace (GEA).

Reason. This is the upper limit in terms of the amount which has been shown to result in an acceptable scale and form of development in accordance with Policies CC1, EN1, EN5, CC7, CC8, H5, H10, TR1, CR1, CR2, CR3, CR6, CR10 and CR11 of the Reading Borough Local Plan 2019.

60. Subject to the overall maximum set by Condition 59, the maximum amount of development for each use shall not exceed:

Office (Class B1a) 86,500 [eighty six thousand, five hundred] square metres GEA;
Residential Dwellings (Class C3) 65,000 [sixty five thousand] square metres GEA comprising no more than 750 [seven hundred and fifty] dwellings;
Residential Institutions (Class C2) 26,000 [twenty six thousand] square metres GEA;
Hotel (Class C1) 26,000 [twenty six thousand] square metres GEA;
Flexible Retail Office and Leisure (A1, or A2, or A3, or A4, or A5, or B1, or D1 or D2), 4,500 [four thousand five hundred square metres] GEA;
Podium and Basement 23,000 [twenty three thousand] square metres GEA.

Reason. To ensure that the development is carried out in accordance with the approved details; and to ensure that the amount of floorspace is consistent with the parameters assessed in the Environmental Statement. In accordance with Policies CC6, H1, TR1, RL2, CR11, CR1, CR4 and TR3.

61. A minimum of 1,000 [one thousand] square metres GEA retail or leisure uses shall be provided at Ground and Lower-ground floor level within Phase 3.

Reason. In the interests of activity, vitality, and appropriate mix of uses in accordance with Policies CR10 and CR11 of the Reading Borough Local Plan 2019.

62. (**PCD**) No development shall commence within Phase 3 (except demolition) until a detailed phasing Strategy for the Phase 3 site has been submitted to and approved in writing by the Local Planning Authority. The development shall not be carried out except in accordance with the approved Strategy unless otherwise agreed in writing by the Local Planning Authority.

Date: DRAFT

DRAFT
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& Regulatory Services

DRAFT

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Reason. To ensure that development is carried out in a comprehensive and coordinated manner and to minimise impact on existing residents and occupiers of properties adjoining the development in accordance with Policies EN16, CR10, CR11, CC8 and TR3 of the Reading Borough Local Plan 2019.

63. Concurrently with the submission of Reserved Matters for all Plots in Phase 3 containing residential dwellings, details of the residential numbers, mix, size of units and tenure (both for open market and affordable dwellings) in respect of the relevant Plot shall be submitted and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details.

Reason. To ensure appropriate residential accommodation is provided in accordance with Policies H2, CR6, CR11, H2, H3 and H5 of the Reading Borough Local Plan 2019.

64. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification) no change of use from a use granted by this permission to a dwelling shall take place without the further grant of planning permission from the Local Planning Authority.

Reason. To ensure appropriate standards of design and amenity in respect of any additional dwellings formed within the development, in accordance with Policies CC2, CC7, CC8, EN15, EM16, H2, H5, H8, H10, TR5, CR2 and CR6 of the Reading Borough Local Plan 2019.

65. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification) no change of use to a Class C4 house in multiple occupation shall take place without the further grant of planning permission from the Local Planning Authority.

Reason. To ensure appropriate standards of amenity for future occupiers in respect of the size of dwellings and the impacts on adjoining occupiers in accordance with Policies H5, H8 and CC8 of the Reading Borough Local Plan 2019.

CONSTRUCTION/DEMOLITION PHASE

66. No demolition or site clearance shall take place within the Phase 3 site within the bird nesting season (mid-February to mid-September inclusive). If clearance within the bird-breeding season cannot reasonably be avoided, a suitably qualified ecologist shall resurvey the areas within and adjacent to the relevant Plot immediately prior to clearance within the Plot and shall advise whether nesting birds are present. If active nests are recorded, no

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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works that could disturb the nest shall proceed until all young have fledged the nest and if a nest of a Peregrine Falcon, Swift or Black Redstart is found on a Plot, all works of demolition within a Plot or site clearance within a Plot which could disturb the nest shall cease until a method statement for undertaking the works on the Plot has been agreed with the Local Planning Authority. The works shall only be undertaken in accordance with the approved method statement, unless the Local Planning Authority approves any variation in writing.

Reason. To minimise the impact of the development on rare/protected bird species in accordance with Policy EN12 of the Reading Borough Local Plan 2019.

67. **(PC)** No demolition shall take place within the Phase 3 site until a Demolition Management Statement (DMS) and Demolition Environmental Management Plan (DEMP) (based on the recommendations in Chapter 6: Development Programme Demolition and Construction of the document, "Environmental Statement Volume 1", dated December 2019 by Waterman Group) have been submitted to and approved in writing by the Local Planning Authority, unless an alternative permission for that demolition has been granted by the Local Planning Authority. The DMS and DEMP shall include details in respect of:
A. The parking of vehicles and site operatives and visitors, to be shown on a Plan not less than 1:500 and to include the total amount of parked vehicles;
B. Loading and unloading of plant and materials used in, and arising from, demolition: areas to be shown on a plan not less than 1:500;
C. Storage of plant and materials used in, and arising from, demolition of the development: areas to be shown on a plan not less than 1:500;
D. The erection and maintenance of security hoarding (including decorative displays/murals/scaffolding if required;
E. Wheel washing facilities;
F. Measures on site to control the deposition of dirt/mud on surrounding roads during demolition;
G. Footpath Closures/Road Closures needed during demolition;
H. Traffic Management needed during demolition;
I. Times, routes and means of access into and from the site for demolition traffic and delivery vehicles (including the removal of any associated demolition waste from the site and methods of preventing deposition of materials on the public highway)
J. A commitment to regular meetings with the RBC Streetworks Co-ordinator
K. A dust mitigation and monitoring scheme during demolition phases (to accord with the approved Environmental Statement)
L. Measures to control noise, including controls on timing of operations (to include quiet periods)
M. External lighting;
N. A scheme for recycling/disposing of waste resulting from the demolition works.

DRAFT

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

Reading Borough Council
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O. Confirmation of external treatments (cleaning, render/brick repairs, graffiti removal, window and security measures) for any building within a relevant Plot which has not been demolished within one year after the first building on that Plot has been demolished.
P. Measures to control vermin during demolition works including capping off of redundant below ground sewers and other services.
Q. Measures to control exposure to contaminated land.
R. Temporary parking and turning space within the site.

The approved DMS and DEMP shall be adhered to throughout the Phase 3 development hereby permitted, unless prior agreement has been received in writing from the Local Planning Authority.

Reason. in the interests of safety, dust and noise control, protecting the amenity of local land uses, neighbouring residents and highway safety/congestion. In accordance with Policies EN16, EN17, CC8, TR3, EN15 of the Reading Borough Local Plan 2019.

68. (**PCD**) No development (except for demolition works) shall take place within the Phase 3 site until a Construction Management Statement (CMS) and Construction Environmental Management Plan (CEMP) (based on the recommendations in Chapter 6: Development Programme Demolition and Construction of the document, "Environmental Statement Volume 1", dated December 2019 by Waterman Group) have been submitted to and approved in writing by the Local Planning Authority. The CMS and CEMP shall include details in respect of:
A. The parking of vehicles and site operatives and visitors, to be shown on a Plan not less than 1:500 and to include the total amount of parked vehicles
B. Loading and unloading of plant and materials used in constructing the development: areas to be shown on a plan not less than 1:500
C. Storage of plant and materials used in constructing the development: areas to be shown on a plan not less than 1:500
D. The erection and maintenance of security hoarding and treatment of podium edge (including decorative displays/murals/scaffolding if required).
E. Wheel washing facilities
F. Measures on-site to control the deposition of dirt/mud on surrounding roads during construction
H. The method of piling (normally restricted to auger bored or hydraulic press)
I. Footpath Closures/Road Closures needed during construction
J. Traffic Management needed during construction
K. Times, routes and means of access into and from the site for construction traffic and delivery vehicles (including the removal of any associated construction waste from the site and methods of preventing deposition of materials on the public highway)
L. A commitment to regular meetings with the RBC Streetworks Co-ordinator
M. A dust mitigation and monitoring scheme during construction phases (to accord with the approved Environmental Statement)

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

Reading Borough Council
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N. Measures to control noise including controls on timing of operations (to include quiet periods)
O. External lighting
P. A scheme for recycling/disposing of waste resulting from the construction works
Q. Confirmation of external treatments (cleaning, render/brick repairs, graffiti removal, windows, and security measures) for any building within the Phase 2 site which has not been demolished within one year after the first building on site has been demolished.
R. Measures to control exposure to contaminated land.
S. Temporary parking and turning space within the site.

The approved CMS and CEMP shall be adhered to throughout the Phase 3 development hereby permitted, unless prior agreement has been received in writing from the Local Planning Authority.

Reason. in the interests of safety, dust and noise control, protecting the amenity of local land uses, neighbouring residents and highway safety/congestion. In accordance with Policies EN16, EN17, CC8, TR3, EN15 of the Reading Borough Local Plan 2019.

69. No construction, demolition or associated deliveries shall take place within the Phase 3 site outside the hours of 0800hrs to 1800hrs Mondays to Fridays, and 0800hrs to 1300hrs on Saturdays, and not at any time on Sundays and Bank or Statutory Holidays without prior written approval from the Local Planning Authority.

Reason. In order to protect occupiers of nearby properties from unreasonable disturbance from works connected with implementing this permission in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

GROUND INVESTIGATION

70. (**PCD**) (i)The development of the Phase 3 site hereby approved shall not be carried out except in accordance with the 'Overarching Archaeological Written Scheme of Investigation' (Waterman, October 2019).

Reason. in the interests of protecting the archaeological heritage of the Borough. In accordance with Policies EN1 and EN2 of the Reading Borough Local Plan 2019

71. (**PCD**) No development (other than demolition above existing ground level) shall commence on any Plot within Phase 3 until a detailed Written Archaeological Scheme of Investigation (WSI) for the relevant Plot, based on the approved 'Overarching Archaeological Written Scheme of Investigation' (Waterman, October 2019)' has been submitted to and

Date: DRAFT

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& Regulatory Services

DRAFT

Reading Borough Council
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approved in writing by the Local Planning Authority. Thereafter, the development of the Plot shall only take place in accordance with the approved WSI.

Reason. in the interests of protecting the archaeological heritage of the Borough. In accordance with Policies EN1 and EN2 of the Reading Borough Local Plan 2019

72. (**PCD**) No development (other than demolition above existing ground level) shall commence within any Plot within Phase 3 until a scheme that includes the following components to deal with the risks associated with contamination of that Plot (whether or not it originates from the site/Plot) has been submitted to and approved in writing by the Local Planning Authority:

(a) A preliminary contaminated land risk assessment which has identified:
- all previous uses;
- potential contaminants associated with those uses (extent, nature and scale of the contamination);
- a conceptual model of the site indicating sources, pathways and receptors; and
- potentially unacceptable risks arising from contamination at the site.

(b) A site investigation scheme, based on the approved preliminary contaminated land risk assessment (a) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site, including:
- human health;
- property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes;
- adjoining land;
- groundwaters and surface waters;
- ecological systems; and
- archaeological sites and ancient monuments.

(c) The results of the site investigation and detailed risk assessment referred to in (b) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken. The strategy shall include all works to be undertaken, proposed remediation objectives and remediation criteria, an appraisal of remedial options, and proposal of the preferred option(s), and a timetable of works and site management procedures. The strategy shall ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 and shall be suitable for its intended use after remediation.

(d) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (c) are complete and

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

Reading Borough Council
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identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

(e) In the event that contamination not previously identified is found at any time when carrying out the approved development of the Phase 3 site, development shall be halted on the relevant part of the site and shall be reported in writing to the Local Planning Authority. Following that an assessment of the nature and extent of contamination shall be undertaken and where remediation is necessary a remediation scheme, together with a timetable for its implementation, shall be submitted to and approved in writing by the Local Planning Authority.
The measures in the approved remediation scheme shall be implemented in accordance with the approved timetable. Following completion of measures identified in the approved remediation scheme, a validation report shall be submitted to and approved in writing by the Local Planning Authority.
The development of the relevant Plot shall thereafter only be undertaken in accordance with the approved details in (a)-(e) above, as relevant, save to the extent that the Local Planning Authority approves any variation(s) to the approved details.

Reason. The submitted Environment Statement requires an intrusive site investigation which is in part related to previous potential contaminative uses of the site which have the potential to pollute soils and groundwater, in accordance with Policy EN16 of the Reading Borough Local Plan 2019.

73. (**PCD**) No development (other than demolition above existing ground level) shall commence within any Plot within Phase 3 until ground gas monitoring has been carried out within the relevant Plot by a suitably qualified person and a risk assessment and scheme showing how the Plot is to be protected against any landfill gas identified has been submitted to and approved in writing by the Local Planning Authority. No Occupation of any building within the relevant Plot shall take place until the scheme has been fully implemented as approved, and those measures shall be retained and maintained at all times thereafter.

Reason. To ensure that the details of the development are satisfactory to prevent the adverse effects of landfill gas, which could be a danger to the occupiers of the development. In accordance with Policy EN16 of the Reading Borough Local Plan 2019.

74. (**PCD**) No development (except demolition) shall commence within any Plot within Phase 3 until a method statement for the foundation design for all buildings within the relevant Plot has been submitted to and approved in writing by the Local Planning Authority. Such a statement shall seek to avoid piling or any other foundation designs using penetrative methods, as far as is possible/practicable. The foundation works shall thereafter only be

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

Reading Borough Council
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carried out in accordance with the agreed method statement, save to the extent that the Local Planning Authority approves any variation(s) to the approved statement.

Reason. The Site is potentially contaminated and is located over the chalk major aquifer. Piling at the Site has the potential to mobilise contaminants into the chalk aquifer which would result in pollution of controlled waters and therefore agreement will only be given for piling in those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater quality. In accordance with Policy EN16 of the Reading Borough Local Plan 2019.

APPEARANCE

75. (**PCD**) i) Details and samples of the types of materials to be used in the construction of the external surfaces of the development hereby permitted shall be submitted for approval concurrently with the submission of details pursuant to the Appearance Reserved Matter for each Plot within Phase 3.
ii) No development shall take place within any Plot within Phase 3, (except demolition, and groundworks), until full details and samples of the materials to be used in the construction of the external surfaces of the development permitted within that Plot, including hard surfacing and other hard landscaping materials, have been submitted to and approved in writing by the local planning authority and the materials shall be in accordance with those approved pursuant to the Appearance Reserved Matter pursuant to part (i) of this condition. The development shall be carried out and thereafter maintained in accordance with the details approved pursuant to this condition, unless otherwise agreed in writing by the Local Planning Authority.

Reason. i) To ensure that the nature, quality and visual effect of materials is considered at an early stage in the design process and ii) to ensure high quality materials and detailing is secured and implemented. In the interests of high quality design and the character of the area in accordance with Policies CR10, CR11, CR2, CC7 and EN1 of the Reading Borough Local Plan 2019.

76. Concurrently with the submission of Reserved Matters for each Plot within Phase 3, plans and details of building maintenance and cleaning systems in respect of the relevant Plot shall be submitted to the Local Planning Authority for approval (to the extent relevant to the subject matter of that Reserved Matters application). The plans and details shall include all related plant, screens, rails, cradles, building maintenance units, etc. and how these aspects, where applicable, will be integrated within the relevant building(s). The development of the relevant Plot shall thereafter not be undertaken except in accordance with the approved building maintenance and cleaning system details.

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

Reading Borough Council
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Reason. In the interests of the appearance and townscape impacts of the development. In accordance with Policies CC7 and CR10 of the Reading Borough Local Plan 2019.

77. The details submitted pursuant to the Layout, Scale and Appearance Reserved Matters in respect of Plots A and B within Phase 3 shall include a 2 metre deep 'shoulder' set-back to all floors of the building(s) above 84m AOD (to the nearest complete floor below 84m AOD) within the western façade fronting Greyfriars Road except where those floors already exceed 7 metres distance from the existing highway kerb line.

Reason. To reduce the visual dominance of the buildings within the townscape and the impact on the amenity of neighbouring dwellings in accordance with Policies CC7, CR10 and CR11 of the Reading Borough Local Plan 2019.

LANDSCAPING

78. All hard and soft landscaping works shall be carried out prior to first occupation of any development within Phase 3, or in accordance with an alternative timetable and phasing plan that shall have been approved in writing by the Local Planning Authority prior to first occupation of any building within Phase 3. All hard and soft landscaping shall be in accordance with the landscaping details approved pursuant to this permission, including Reserved Matters approvals and any approved Phasing Plan.

All planted materials shall be maintained for five years and any trees or plants removed, dying, being severely damaged or becoming seriously diseased within 5 years of planting shall be replaced with others of similar size and species to those originally required to be planted. All planted materials shall be maintained for five years.

Reason. To ensure an appropriate standard of landscaping and public realm in the interests of the character, permeability and function of the area and the amenity of users of the site in accordance with Policies CC7, EN14, CR2, CR3, CR10 and CR11 of the Reading Borough Local Plan 2019.

79. No building within any Plot within Phase 3 shall be first occupied until a landscaping management plan, including long term objectives, management responsibilities and maintenance schedules for all landscaped areas within the relevant Plot has been submitted to and approved in writing by the Local Planning Authority. The landscape management plan shall be carried out as approved at all times thereafter.

Reason. To ensure the long term management and maintenance of landscaped areas on the site in accordance with Policies: CC7, EN14, CR2, CR3, CR10 and CR11 of the Reading Borough Local Plan 2019.

Date: DRAFT

DRAFT
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& Regulatory Services

DRAFT

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80. Notwithstanding the provisions of Class A, Part 2, Schedule 3, Article 3 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification), no boundary treatment shall be erected within the Phase 3 site except in accordance with details that shall have been submitted to and approved in writing by the Local Planning Authority (except temporary hoarding for the duration of construction works, or where otherwise expressly permitted by this permission).

Reason. In the interests of the openness, permeability, character and appearance of the public realm in accordance with Policies CC7, CR3, CR10 and CR11 of the Reading Borough Local Plan 2019.

81. No development shall commence within the parts of the Phase 3 site that are on Station Hill adopted highway land until an Arboricultural Method Statement and Tree Protection Plan in accordance with the relevant recommendations of appropriate British Standards or other recognised Codes of Good Practice for all existing trees that are not shown as being removed on the approved drawings, both within and adjacent to the site, has been submitted to and been approved in writing by the Local Planning Authority. The development shall not be carried out other than in accordance with the approved Arboricultural Method Statement and Tree Protection Plan.

Reason. Trees of amenity value exist within the highway on Station Hill. This condition seeks to ensure that appropriate protection is given to these trees in accordance with Policy EN14 of the Reading Borough Local Plan 2019.

TRANSPORT

82. All car and bicycle parking spaces approved pursuant to Condition 54 shall be provided within the Plot to which they relate prior to first occupation of that Plot, or in accordance with a timetable that shall have been approved in writing by the Local Planning Authority prior to first occupation of the relevant Plot. All car and bicycle parking spaces shall be retained as approved for vehicle and bicycle parking respectively at all times thereafter.

Reason. To secure suitable provision of parking to meet the needs of the development in accordance with Policies TR1 and TR5 of the Reading Borough Local Plan 2019.

83. All vehicle accesses approved pursuant to Condition 54 shall be provided prior to first occupation of the Plot to which they relate, or in accordance with a timetable that shall have

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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been approved in writing by the Local Planning Authority prior to first occupation of the relevant Plot.

Reason. In the interests of road safety in accordance with Policy TR1 and TR3 of the Reading Local Plan 2019.

84. No residential unit provided pursuant to this permission on the Phase 3 site shall be first occupied until the Local Planning Authority has been notified in writing of the full postal address of the unit. The notification shall be sent to the Local Planning Authority quoting the application reference specified on this Notice.

Reason. In order that the Council can update its records to ensure that parking permits are not automatically issued to the occupiers of the new residential units hereby approved, and thus 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 in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

85. Prior to any agreement being entered into for a new occupation of, or transfer of any interest in, any residential unit provided pursuant to this permission, 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 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.

86. Details of a wheeling ramp to assist in cycles being wheeled up and down the public steps between the Phase 3 public realm and Greyfriars Road shall be submitted for approval concurrently with submission of details pursuant to the Landscaping Reserved Matters. The

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

Reading Borough Council
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ramp shall be provided in accordance with the approved details prior to first occupation of any part of Phase 3, or in accordance with a timetable that shall have been agreed in writing by the LPA prior to first occupation of any part of Phase 3. The ramp shall be retained and maintained as such at all times thereafter.

Reason. to ensure appropriate permeability for cycles through the site in accordance with Policies TR1, TR4, CR2 and CR11 of the Reading Borough Local Plan 2019.

87. No building within any Plot within Phase 3 shall be first occupied until details of how the approved car parking spaces in that Plot are to be allocated and distributed to residents and other occupiers of the relevant Plot have been submitted to and approved in writing by the Local Planning Authority. The car parking shall not be used except in accordance with the approved details at all times thereafter.

Reason. To ensure an appropriate distribution of parking spaces within the site in accordance with Policies TR1 and TR5 of the Reading Borough Local Plan 2019.

88. No dwelling within any Plot within Phase 3 shall be first occupied until details of an electric vehicle (EV) charging Scheme comprising a layout plan and detailed specification for a minimum of ten percent of all vehicle parking spaces within that Plot to be provided with electric vehicle charging points, and a further ten percent of spaces provided with cabling and other supporting infrastructure reasonably required to enable EV charging points to be fitted, has been submitted to and approved in writing by the Local Planning Authority.

No dwelling within a Plot shall be first occupied until the Scheme for that Plot has been fully provided in accordance with the approved details. The spaces shall be maintained for vehicle charging in accordance with the approved Scheme at all times thereafter.

Reason. In the interests of environmentally sustainable transport in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

89. Any access barriers provided on the Phase 3 site shall not open towards the highway and shall be set back a distance of at least 21.4 metres from the nearside of the carriageway of the adjoining highway in accordance with drawing 44470/5502/SK041.

Reason. To ensure that vehicles can be driven off the highway before the gates are opened, in the interests of road safety in accordance with Policy TR1 and TR3 of the Reading Local Plan 2019.

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

Reading Borough Council
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90. Any vehicle access located on Greyfriars Road shall be provided with two lanes prior to first use and shall be retained as a point of access only and shall not be used as a means of exiting the site at any time, in accordance with approved drawing 44470/5502/SK041.
in the interests of road safety in accordance with Policy TR1 and TR3 of the Reading Local Plan 2019.

Reason. In the interests of road safety in accordance with Policy TR1 and TR3 of the Reading Local Plan 2019.

91. The existing vehicular accesses within each Plot within Phase 3 shall be stopped up and abandoned and the footway(s) and verge shall be reinstated to the satisfaction of the Local Planning Authority within one month of the first use of the new accesses within the relevant Plot.

Reason. In the interests of road safety and maintenance of the highway in accordance with Policy TR1 and TR3 of the Reading Local Plan 2019.

ENVIRONMENTAL

92. (**PCD**) (i) No development shall commence within any Plot within Phase 3 (except demolition above ground floor/basement slab level) until a Sustainable Drainage Strategy including details of the design, management and maintenance of surface water drainage for the relevant Plot using SuDS methods has been submitted to and approved in writing by the Local Planning Authority. The Strategy shall include a timetable for its implementation, details of connections with adjoining Plots and a management and annual maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

(ii) The approved sustainable drainage Strategy for each Plot shall be completed in accordance with the approved details and timetable and shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan.

Reason. To reduce the risk of flooding and to preserve and enhance surface and groundwater quality in accordance with Policies EN16 and EN18 of the Reading Borough Local Plan 2019.

93. No part of any Plot within Phase 3 shall be first occupied until a Scheme for the connection and potential improvements to the existing water supply, drainage and sewerage

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

Reading Borough Council
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systems in respect of the relevant Plot, to include a timetable for its implementation, has been submitted to and approved in writing by the Local Planning Authority. The Scheme shall be implemented as approved and maintained as such at all times thereafter.

Reason. To ensure that suitable capacity is provided within water, drainage and sewerage infrastructure in accordance with Policy EN16 of the Reading Borough Local Plan 2019.

94. Concurrently with the submission of Reserved Matters in respect of Access, Scale, Layout, Appearance or Landscaping for each Plot and any areas of public realm, wind tunnel testing shall be undertaken for the relevant Plot and public realm and a report detailing the required mitigation shall be submitted to the Local Planning Authority for approval. Thereafter, there shall be no first public use of the public realm, or first Occupation of any building within the relevant Plot until the relevant wind/microclimate mitigation (in the form of landscaping, canopies or other structures, as may be required) has been planted/installed in accordance with the approved mitigation report. The wind/microclimate mitigation measures shall be retained and maintained as approved thereafter.

Reason. To ensure pedestrian and cyclist safety and comfort within the public realm areas of each Plot in accordance with Policies CC7, EN16 and CR3 of the Reading Borough Local Plan 2019.

95. Concurrently with the submission of Reserved Matters in respect of Scale, Layout, or Appearance for each Plot, a Solar Glare assessment details of mitigation measures, and a timetable for provision for the relevant Plot, shall be submitted to the Local Planning Authority for approval. The mitigation measures shall be provided in accordance with the approved mitigation details and timetable before first occupation of any part of the relevant Plot. The mitigation measures shall be retained as approved at all times thereafter.

Reason. To prevent harmful glare affecting the surrounding area, including the railway in accordance with Policies EN16, CC8 and CR10 of the Reading Borough Local Plan 2019.

96. Concurrently with the submission of Reserved Matters in respect of Scale, Layout, or Appearance for each Plot, a detailed Daylight and Sunlight assessment including details of mitigation measures, and a timetable for provision for the relevant Plot, shall be submitted to the Local Planning Authority for approval. The mitigation measures shall be provided in accordance with the approved mitigation details and timetable before first occupation of any part of the relevant Plot. The mitigation measures shall be retained as approved at all times thereafter.

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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Reason. In the interests of the amenity of future occupiers of the development and the amenity of the surrounding area, in accordance with Policies EN16, CC8 and CR10 of the Reading Borough Local Plan 2019.

97. All non-residential floorspace within Phase 3 shall achieve a BREEAM Excellent rating. A copy of the Final BREEAM Certificates for that floorspace (in accordance with the BREEAM Sustainability Standard following a post-construction stage review carried out by a licensed assessor) shall be submitted to the Local Planning Authority for approval within six months of first occupation of the floorspace to which it relates.

Reason. To ensure an acceptable standard of environmental sustainability in conjunction with other measures secured under this permission in accordance with Policies CC2, H5, CC3, CC4 of the Reading Local Plan 2019.

98. No dwelling hereby permitted shall be occupied until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that the dwellings are built to the higher water efficiency standard under Regulation 36(3), produced by an accredited assessor.

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.

99. Details of habitat mitigation works and timetable for their provision shall be submitted to the Local Planning Authority for approval concurrently with the submission of Reserved Matters in respect of Scale, Layout, or Appearance for each Plot in Phase 3.

The Details shall include a report detailing the following habitat mitigation works for each Plot:
A. Locations and specifications for Bat roosting and habitat enhancements
B. Locations and specifications for bird nesting habitats for Black Redstarts, Swifts and Peregrine Falcons
C. Details of integration with the ground level planting scheme (demonstrating how it has been designed to maximise its benefit to wildlife within the context of the scheme).
D. Green and Brown Roofs which shall cover 25% of the roof area of each Plot.

The habitat mitigation works shall be provided in accordance with the approved Details and timetable and retained and maintained as approved at all times thereafter.

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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Reason. To ensure that suitable habitat is created/re-provided for within the development, in the interests of biodiversity in accordance with Policies EN12 and EN14 of the Reading Borough Local Plan 2019.

100. No development within the Phase 3 site shall include any uncontrolled infiltration of surface water drainage into the ground, other than as approved by this permission.

Reason. To ensure that there is no resultant unacceptable risk to controlled waters/groundwater quality in accordance with Policy EN16.

101. No residential floorspace shall be first occupied within any Plot in Phase 3 until a detailed scheme, informed by an assessment of the current noise environment, for protecting the residential development within the relevant Plot 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 designed, specified and constructed so that the sound insulation performance of the structure and the layout of the residential development are such that the indoor ambient noise levels do not exceed the values detailed in Table 4 of BS 8233:2014 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 within the relevant Plot is first occupied.

Reason. In order to safeguard the amenity of occupiers of the development in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

102. No mechanical plant shall be installed within the Phase 3 site until a noise assessment of the proposed mechanical plant has been submitted and approved by the Local Planning Authority. The assessment shall be carried out for in accordance with BS4142:2014 methodology. The predicted specific sound level (LAeq,TR) (with reference to BS:4142) as measured at a point 1 metre external to the nearest noise-sensitive facade shall be at least 10dB below the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The predicted rating level, LAr,Tr (specific sound level plus any adjustment for the characteristic features of the sound) as measured at a point 1 metre external to the nearest noise-sensitive façade (habitable window of a dwelling) shall not exceed the pre-existing background sound level, LA90,T when all plant/equipment (or any

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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part of it) is in operation. The plant shall thereafter only be installed in accordance with the assessment and shall thereafter be maintained so that it operates to the same standard.

Reason. To safeguard the amenities of the adjoining premises and the area generally, in accordance with Policies CC8 and EN17 of the Reading Borough Local Plan 2019.

103. No flues, extraction or other kitchen ventilation equipment shall be installed within the Phase 3 site until a scheme comprising an odour assessment and a detailed odour management plan for the equipment, 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 best practice guidance when assessing potential odours and selecting appropriate odour control methods. The development of the Phase 3 site shall not be carried out other than in accordance with the approved scheme and shall be maintained in accordance with the approved scheme at all times thereafter.

Reason. To minimise the impacts of kitchen extract odours in the interests of the amenity of adjoining properties and the surrounding area. In accordance with Policy CC8 of the Reading Borough Local Plan 2019.

104. No part any Plot within Phase 3 shall be first occupied until a Delivery and Servicing Plan to manage how delivery and servicing vehicles are to access each unit within the relevant Plot without creating noise, safety or congestion concerns, including restricted hours, has been submitted to and approved in writing by the Local Planning Authority. Thereafter, deliveries and servicing within Phase 3 shall not be carried out except in accordance with the approved Delivery and Servicing Plan.

Reason. In the interest of the safety and convenience of all highway users and the amenity of residents, in accordance with Policies CC8, TR3 and TR5 of the Reading Local Plan 2019.

105. No part any Plot within Phase 3 shall be first occupied until details of the hours of use of all non-residential uses on the lower ground and ground floors of all buildings within the relevant Plot have been submitted to and approved in writing by the Local Planning Authority. The development shall not be used except in accordance with the approved details at all times thereafter.

Reason. In the interests of residential amenity of neighbouring residential properties in accordance with Policies EN16 and CC8 of the Reading Borough Local Plan 2019.

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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106. (i) No part of any commercial (office) within the Phase 3 site shall be first occupied until full details of all external lighting to be installed for the visual enhancement and safe functioning of the development has been submitted to and approved in writing by the Local Planning Authority. The details shall include a plan indicating the locations of the lights, specifications, height, luminance, lens shape/beam pattern and orientation, hoods/shades, and an isolux contour map to show light spill levels (down to 2 lux if operating between 23:00 and 07:00, or down to 10 lux if operating only between 07:00 and 23:00) and showing neighbouring buildings. The details shall include night-time dimming controls and demonstrate that light levels will not exceed the relevant guidance lux levels specified in the Institute of Lighting Professionals : Guidance Notes for the Reduction of Obtrusive Light GN01:2011 and shall also demonstrate how glare will be controlled. The approved scheme shall thereafter be installed before first occupation of the building and the external lighting shall be maintained and operated in accordance with the approved details at all times thereafter.

(ii) No external lighting shall be installed within the Phase 3 except in accordance with full details that shall have been submitted to and approved in writing by the Local Planning Authority prior to installation.

Reason. To protect the privacy and amenity of adjoining and future occupiers and enhance the appearance of the development in accordance with Policies CC7, EN16, CR3 and CC8 of the Reading Borough Local Plan 2019.

107. Details of refuse and recycling bin stores to include measures to prevent pests and vermin accessing bin stores shall be submitted for approval concurrently with the submission of the Layout, Access, Landscaping or Appearance Reserved Matters for each Plot in Phase 3. The refuse, recycling, and pest and vermin control measures shall be provided in accordance with the approved details prior to first occupation of the relevant Plot and retained as approved at all times thereafter.

Reason. In the interests of public health and the amenity of occupiers. In accordance with Policies CC5 and CC8 of the Reading Borough Local Plan 2019.

108. No gym use (Class D2, or ancillary to other use) shall be commenced in Phase 3 until a detailed Scheme to control airborne and structure-borne noise resulting from the gym use, to include a floating floor and other mitigation as necessary, has been submitted to and approved in writing by the Local Planning Authority. The Scheme shall be implemented as approved before the gym use is commenced and retained and maintained as such at all times thereafter.

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

Reading Borough Council
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Reason. To adequately control noise specifically associated with gym uses in the interests of the amenity of surrounding residents and other users of the site in accordance with Policies CC8, EN16, EN17 and CR10 of the Reading Borough Local Plan 2019.

109. (**PCD**) No development shall commence within any Plot within the Phase 3 site (except demolition and groundworks) until a detailed Air Quality Assessment for the relevant Plot to determine whether mitigation is required to protect occupiers of all residential floorspace from the effects of poor air quality has been submitted to and approved in writing by Local Planning Authority. Where the Air Quality Assessment identifies that future occupiers will be exposed to poor air quality, an air quality mitigation scheme shall accompany this assessment demonstrating sufficient mitigation to protect the occupiers. The scheme shall be implemented as approved prior to occupation of any part of the relevant Plot 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 occupiers of the proposed development in accordance with Policy EN15 of the Reading Borough Local Plan 2019.

110. (**PCD**) No development shall commence within any Plot within the Phase 3 site (except demolition and groundworks) until an Air Quality Assessment to determine whether the proposed development of the relevant Plot will result in a worsening impact on air quality has been submitted to and approved in writing by the Local Planning Authority. The assessment shall use a full dispersion model to predict the pollutant concentrations at relevant building façades for the proposed year of occupation as well as any impacts during the development phase. The input parameters used in the assessment shall be in accordance with current best practice. The assessment shall include canyon effect modelling and up-to-date local weather data calibration of the model to fit with local diffusion tube readings. The assessment shall assume no improvement in air quality at the time of the development being occupied. Where the assessment identifies a worsening of air quality it shall include a mitigation plan together with a timetable for its implementation. The mitigation plan shall quantify the effect on emissions expected from the proposed mitigation, in order to demonstrate that any detrimental impact from the development will be offset. The development shall not be carried out other than in accordance with the approved mitigation scheme and implementation timetable.

Reason. These details are required due to insufficient information being contained within this submission and in order to protect the health of borough residents in accordance with Policy EN15 of the Reading Borough Local Plan 2019.

Date: DRAFT

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& Regulatory Services

DRAFT

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RESIDENTIAL AMENITY

111. No approved building containing residential units within any Plot shall be first occupied until all approved private amenity areas (including balconies) or approved communal amenity areas, as appropriate, for that building have been completed and made available for use. Or in accordance with a timetable for phased provision that shall first have been approved in writing by the Local Planning Authority. All amenity areas shall be retained and maintained as approved for the use of occupiers of the related dwellings at all times thereafter.

Reason. To ensure a satisfactory standard of amenity space is provided for the residents of the residential dwellings. In accordance with Policies CR6, CC8 and H10 of the Reading Borough Local Plan 2019.

112. Details demonstrating that all proposed dwellings will be accessible and adaptable in accordance with M4(2) of the Building Regulations, unless built in line with M4(3) and that at least 5% of the proposed dwellings will be wheelchair user dwellings in accordance with M4(3) of the Building Regulations shall be submitted for approval concurrently with the submission of the Layout and Access Reserved Matters for each Plot containing dwellings. The development shall be carried out in accordance with the approved details prior to first occupation of the relevant Plot and retained as approved at all times thereafter.

Reason. To ensure appropriate accessibility and adaptability in accordance with Policy H5 of the Reading Borough Local Plan 2019.

SECURITY

113. (PCD) No development shall commence (except demolition and ground works) within any Plot in the Phase 3 site until a Security/Anti-Crime Management Plan for that Plot has been submitted to and approved in writing by the Local Planning Authority in accordance with the 'Secured By Design' standard to include:
i) Hostile Vehicle Mitigation to all potential public realm vehicle access points unless otherwise agreed within the submitted Plan.
ii) Electronic access controlled rising arm barrier and attack rated roller shutter for out of hours access to basement car park entrances. Hours of operation to be agreed.
iii) Electronic access controlled rising arm barrier and attack-rated roller shutter to service yard. The shutter to be in operation at all times.
iv) Blast-resistant laminate glazing to BSEN 12600 and frames to BS6262 for at least the first 3 storeys above adjoining street level. Curtain wall glazing to be BS EN 356-2000 (P1A) or engineered equivalent.

Date: DRAFT

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DRAFT

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v) A detailed blast analysis of main glazing elements (glass and frame) and building structure to confirm their blast-resistance and full-scale blast test on samples where a risk of glazing or frame failure is identified by the detailed blast analysis and such further re-designs or mitigation as may be required to achieve an acceptable design as a result of the analysis and/or testing.
vi) Emergency vehicle access (physical barriers and management)
vii) Provision, location and management of litter bins.
viii) Defined extent of external café seating areas.
ix) Management of large crowds, including football and music festival events
x) Secure (including visually-verified) access control arrangements for entrances and car parks, including secure mail delivery.
xi) Lift access control and measures to ensure appropriate compartmentation between and across floors.

Reason. To reduce the opportunity for crime and the fear of crime through the creation of a safe and secure development which is overlooked, inviting and which also reduces opportunities for major security incidents in accordance with Policies CC7, CR2, CR3, CR10, and CR11 of the Reading Borough Local Plan 2019.

114. No part of any Plot within Phase 3 shall be first occupied until evidence of Secured By Design accreditation for the relevant Plot has been submitted to and approved in writing by the Local Planning Authority. Unless the Local Planning Authority agrees in writing to an alternative timetable for submission prior to first occupation of any part of the development.

Reason. To reduce the opportunity for crime and the fear of crime through the creation of a safe and secure development in accordance with Policies CC7, CR2, CR3, CR10, and CR11 of the Reading Borough Local Plan 2019.

SUBSEQUENT OPERATION

115. No part of any Plot within Phase 3 shall be first occupied until a Scheme of environmental controls to minimise the impact of light pollution from interior lighting on the local environment and neighbouring uses in accordance with the recommendations of the approved Environmental Statement to include switching off office lights and closing of blinds, and a timetable for implementation, has been submitted to and approved in writing by the Local Planning Authority. The development of each relevant plot within Phase 3 shall not be carried out except in accordance with the approved Scheme and shall be maintained as such at all times thereafter.

Date: DRAFT

DRAFT
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& Regulatory Services

DRAFT

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Reason. To minimise light pollution in accordance with Policies CC8 and EN16 of the Reading Borough Local Plan 2019.

116. The Telecoms Summary and Superfast Broadband Strategy dated December 2019 to include recommended physical measures to enable secondary internet provider connection shall be implemented within each Plot within Phase 3 prior to first occupation of any building within the relevant Plot, or in accordance with a timetable that shall have been approved in writing by the LPA prior to first occupation.

Reason. To ensure advanced, reliable and high quality electronic communications infrastructure within the development. In accordance with Paragraph 112 of the National Planning Policy Framework 2019.

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INFORMATIVES

1. 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.

2. In accordance with Article 35 (DMPO 2015) some conditions have been highlighted **("PC")** to make clear that they require approval from the Local Planning Authority before any development begins (or "PCD" where demolition or other works are excluded). 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.

3. 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.

4. 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

5. 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

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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.

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

7. 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 and 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

8. The occupiers of the residential units 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.

9. For the purposes of the interpretation of the conditions, "Occupation" and "Occupied" means beneficial occupation for the purposes permitted by the planning permission of any Building or Plot and shall not mean occupation for the purposes of construction, completion, fitting out, and/or marketing.

10. The developer is advised to discuss air traffic safety measures for tall buildings with the Civil Aviation Authority.

11. Network Rail Advice:
"FORMER BR LAND
The development appears to be located on an area of land previously under the ownership of Network Rail. Often these sites are sold and are subject to a demarcation or covenant

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

Reading Borough Council
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agreement which may include particular rights in relation to the safe operation of the railway and associated infrastructure. It must be considered when Network Rail has access rights over the development site; access must not be blocked or restricted at any time. The applicant must comply with all post sale covenants in the demarcation agreement and understand the implications this will have on the implementation of this development.

Any representations made are without prejudice to those rights and obligations and on the basis that they do not imply that Network Rail's approval under the demarcation agreement will be given for the proposed development or for any part of it.

DEMOLITION
The demolition works on site must be carried out so that they do not endanger the safe operation of the railway, or the stability of the adjoining Network Rail structures and land. The demolition of the existing building, due to its close proximity to the Network Rail boundary, must be carried out in accordance with an agreed method statement. Approval of the method statement must be obtained from the Network Rail Asset Protection Engineer before the development and any demolition works on site can commence.

DRAINAGE
Soakaways / attenuation ponds / septic tanks etc, as a means of storm/surface water disposal must not be constructed near/within 5 metres of Network Rail's boundary or at any point which could adversely affect the stability of Network Rail's property/infrastructure. Storm/surface water must not be discharged onto Network Rail's property or into Network Rail's culverts or drains. Network Rail's drainage system(s) are not to be compromised by any work(s). Suitable drainage or other works must be provided and maintained by the Developer to prevent surface water flows or run-off onto Network Rail's property / infrastructure. Ground levels - if altered to be such that surface water flows away from the railway. Drainage is also not to show up on Buried Service checks.

SITE LAYOUT
It is recommended that all buildings be situated at least 2 metres from the boundary fence, to allow construction and any future maintenance work to be carried out without involving entry onto Network Rail's infrastructure. Where trees exist on Network Rail land the design of foundations close to the boundary must take into account the effects of root penetration in accordance with the Building Research Establishment's guidelines.

GROUND DISTURBANCE
The works involve disturbing the ground on or adjacent to Network Rail's land it is likely/possible that the Network Rail and the utility companies have buried services in the area in which there is a need to excavate. Network Rail's ground disturbance regulations applies. The developer should seek specific advice from Network Rail on any significant raising or lowering of the levels of the site.

Date: DRAFT

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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LANDSCAPING
It is recommended no trees are planted closer than 1.5 times their mature height to the boundary fence. The developer should adhere to Network Rail's advice guide on acceptable tree/plant species. Any tree felling works where there is a risk of the trees or branches falling across the boundary fence will require railway supervision.

PLANT, SCAFFOLDING AND CRANES
Any scaffold which is to be constructed adjacent to the railway must be erected in such a manner that, at no time will any poles or cranes over-sail or fall onto the railway. All plant and scaffolding must be positioned, that in the event of failure, it will not fall on to Network Rail land.

LIGHTING
Any lighting associated with the development (including vehicle lights), and building fabric, must not interfere with the sighting of signalling apparatus and/or train drivers' vision on approaching trains. The location and colour of lights must not give rise to the potential for confusion with the signalling arrangements on the railway.

ENVIRONMENTAL ISSUES
The design and siting of buildings should take into account the possible effects of noise and vibration and the generation of airborne dust resulting from the operation of the railway."

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Date: DRAFT

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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.

Appendix B – Draft Second 2021 Permission

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

APPLICATION FOR OUTLINE PLANNING PERMISSION

To: DP9 Limited
100 Pall Mall
London
SW1Y 5NQ

Application No: 201532
Application type: Variation of Condition

Applicant: SH Reading Master LLP

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

Outline application under s.73 of the Town & Country Planning Act 1990 with all matters reserved for mixed use redevelopment of Plot E of the Station Hill site and neighbouring Telecom House site (48 to 51 Friar Street & 4 to 20 Garrard Street) to comprise the demolition of existing buildings and erection of new buildings/ structures to provide residential units (Use Class C3), a range of town centre uses, including retail and related uses (Use Class E (a),(b) and (c); Drinking establishments (sui generis) and Hot food takeaways (sui generis)), and leisure uses (Use Class E (d), (e), and (f); Class F.1; Class F.2; and Theatres; Cinemas; Concert Halls; Bingo Halls; Dance Halls (sui generis)), associated infrastructure, public realm works and ancillary development as permitted by planning permission 190442 granted on 6 December 2019 (as amended).

At: Plot E Friar Street and Garrard Street, Reading, RG1 1DX

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

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Application At: Plot E Friar Street & Garrard Street Reading RG1 1DX

Application No: 201532
Application type: Variation of Condition

CONDITIONS & REASONS

1. (PCD) No development (except demolition) shall be commenced until detailed plans/sections, elevations and other relevant supporting material have been submitted to and approved by the Local Planning Authority in respect of:
A. Means of Access for vehicles, cycles and pedestrians including details of the positioning and treatment of access and circulation routes and the position and layout of parking and servicing areas
B. The Scale of buildings
C. The Layout of buildings, routes and open spaces
D. The Appearance of buildings including details in respect of architecture, materials, decoration, lighting, colour and texture, and
E. Landscaping, to include:
i) details of hard and soft landscaping works, boundary treatment and or means of enclosure;
ii) details of planting in respect of trees, shrubs, ground area (including grasses) and climbers
iii) details (including colours) of materials to be used on paved areas and other hard surfaces and details of all external flooring materials and drainage;
iv) street furniture, signage, lighting;
v) any features of artwork;
F. The internal layout and Use of all buildings.
The development shall not be carried out nor used except in accordance with and for the purposes set out in the detailed plans/sections, elevations and other relevant supporting material approved pursuant to this condition.

Reason: To ensure a satisfactory form of development and in accordance with the provisions of Article 6 of the Town and Country Planning (Development Management Procedure) (England) Order 2015

2. All applications for Approval of Reserved Matters shall be made not later than 9 January 2022.

Reason: as this planning permission has been granted as a variation to planning permission 190442 and to ensure that the planning permissions proceed in a coordinated manner.

Date: **DRAFT**

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3. (i) All applications for approval of Reserved Matters shall be in accordance with the following documents:
(a) Plot E and Telecom House Design Codes updated March 2019 by CRTKL Architects as set out in Chapter 8 of the submitted document 'Station Hill Reading Plots E & F Design and Access Statement', October 2020);
(b) Parameter Plans as listed in Condition 5; and
shall be in general accordance with all other parts of the submitted document "Station Hill Reading Plots E & F Design and Access Statement (October 2020).

Reason: (a) to ensure a suitable form of development is provided in accordance with the submitted documents/supporting information, within the subsequent Reserved Matters applications; and (b) to ensure that development achieves a high standard of design in relation to the surrounding public realm, the settings of Heritage Assets and the character of the area; and (c) to clarify which plans, drawings and documents have been approved.

4. The development hereby permitted shall be commenced before the expiration of three years from the date of approval of the last reserved matter.

Reason: to prevent an accumulation of unimplemented planning permissions and as this planning permission has been granted as a variation to planning permission 190442.

5. The development hereby permitted shall be carried out in accordance with the following approved plans, and the Reserved Matters approved under Condition 1, and any other details as may be approved under these conditions, and conditions pursuant to the approval of the Reserved Matters:

SHR - CRL - SB - ZZ - PL- A - 100-112- P50 Building Parameters - Plot E - Building Plots dated 30 September 2020

SHR - CRL - SB - ZZ - PL- A - 100-115- P51 Building Parameters Plot E Ground Floor Uses dated 19 February 2021

SHR - CRL - SB - ZZ - PL- A - 100-006S- P50 Plot E Proposed Site Plan dated 10 February 2021 (with steps)

Site - Plot E - Location Plan SHR-CRL-SB-ZZ-PL-A-100-002 P11 dated 28/6/19

Site - Plot E Existing Site Plan SHR-CRL-SB-ZZ-PL-A-100-004 P11 dated 28/6/19

Site - Plot E Proposed Site Plan SHR-CRL-SB-ZZ-PL-A-100-006 P11 dated 28/6/19

Date: **DRAFT**

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Site - Plot E Topography SHR-CRL-SB-ZZ-PL-A-100-008 P11 dated 28/6/19

Building Parameters - Plot E - Application Boundary SHR-CRL-SB-ZZ-PL-A-100-003 P10 dated 15 March 2019

Building Parameters - Plot E - Demolition and Retained Buildings SHR-CRL-SB-ZZ-PL-A-100-111 P10 dated 15 March 2019

Building Parameters - Plot E - Public Realm SHR-CRL-SB-ZZ-PL-A-100-111 P10 dated 15 March 2019

Building Parameters - Plot E - Access Routes SHR-CRL-SB-ZZ-PL-A-100-112 P11 dated 2 July 2019

Building Parameters - Plot E - Upper Floor Uses SHR-CRL-SB-ZZ-PL-A-100-114 P10 dated 15 March 2019

Air Quality Assessment WIE14788-100-R-24.1.2-AQ dated January 2020
Briefing Note ref. WIE14788-106-BN-24.3.1.AQ dated 15 June 2020

EMP ref. BO-MID-EM-XX-FM-Z-0001_S1_C04, Rev: C04, dated 13 May 2020, received 14 May 2020.

Traffic Management & Logistics Plan RN: BO-JRLG-SM-HSP-PD-Z-0036 Rev.C06, received 15 July 2020

Logistics Plan Drawing No. 01 Rev. J dated 2 June 2020

Health and Safety Plan Rev. C11 RN: BO-JRLG-SM-HSP-PL-Z-0001 dated 23 April 2020 (as per 192043/APC)

Ground Ground Gas Assessment - Station Hill South Site Reading, ref. L1620004716_03 dated 22 February 2020;

Figure A (Figure A: Gas Monitoring Locations) Issue 1 by Ramboll, received 20 March 2020 and associated email from Ramboll, received 19 March 2020;

Ground Investigation Report SHR-RAM-SB-XX-RP-G-00016 Revision C03 dated 26 February 2020

Ground Investigation Report SHR-RAM-SB-XX-RP-G-00016 Revision C03 dated 26 February 2020;

Factual Report on Ground Investigation ref. 34769 1of1 - C dated 26 February 2019

DRAFT

Date: **DRAFT**

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Figure B (Figure B: Soil Analysis Plan) Issue 1 by Ramboll, received 20 March 2020 and associated email from Ramboll, received 19 March 2020.

Written Scheme of Investigation for Archaeological Evaluation: Plots E and F' ref. WIE114788-103-R-19-3-1-2-WSI, Fourth Issue dated November 2019, received 3 January 2020

SHR-RAM-XX-RP-C-000003 Rev. P02- Phase 1 Drainage Strategy and SuDS Report dated 6th October 2020. As amended by SHR-RAM-ZZ-GF-DR-C-00133 P02 Block E &F Proposed Surface Water Permavoid Layout Sheet 2of2 dated 23 February 2021

Supplementary Memo by Ramboll ref. 1620004716 dated 12 June 2020

Phasing Strategy and Site Coordinates Plan SHR - CRL - SW - ZZ - DR - A -01 - 1004 - P2 dated 16 August 2019, both received 8 January 2020.

Reason: to clarify which plans are approved and in the interests of proper planning.

6. The total amount of development hereby permitted by this planning permission and within the site shall be as follows and shall not exceed at any time:
(a) Retail (Use Class E (a),(b) and (c); Drinking establishments (*sui generis*) and Hot food takeaways (*sui generis*)): 7,000 m² Gross External Area (GEA)
(b) Leisure (Use Class E (d), (e), and (f); Class F.1; Class F.2; and Theatres; Cinemas; Concert Halls; Bingo Halls; Dance Halls (*sui generis*)): 1,000 m² (GEA)
(c) Residential (Use Class C3): 35,241 m² (GEA) (415 no. dwellings)
(d) Office: 1000 m² (GEA)
(e) Car Parking Spaces: 170 spaces
(f) Back of House 1,257 m² (GEA)
The following shall apply to the interpretation of this Condition:
(i) Floorspace figures exclude roof top and basement plant
(ii) The public realm may additionally include small retail kiosks (Use Class E (a),(b) and (c); Drinking establishments (*sui generis*) and Hot food takeways (*sui generis*)), which in total shall not exceed 10% of the approved retail floorspace.

Reason: (a) to ensure that the development is carried out in accordance with the approved details; and (b) to ensure that the amount of floorspace is consistent with the parameters assessed in the Environmental Statement.
Policies: CC6, H1, TR1, RL2, CR11, CR1, CR4, TR3.

7. The ground floors of each Plot shall have active frontages as shown on the approved Parameter Plans (see Condition 5 above). For the purpose of this condition, an 'active frontage' means that a minimum of 75% of the defined frontage length shall comprise either shopfronts, office lobby areas or residential lobby areas and be predominantly glazed.

Date: **DRAFT**

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Reason: to provide an active ground floor level, in the interests of creating vitality in the streetscene, and to provide natural surveillance.

Policies: CC7, CR7

8. The development hereby approved shall not be carried out otherwise than in accordance with the with Phasing Strategy and Site Coordinates Plan SHR - CRL - SW - ZZ - DR - A -01 - 1004 - P2 dated 16 August 2019, both received 8 January 2020.

Reason: to ensure that development is carried out in an orderly and coordinated manner and has minimum impact on existing residents of and occupiers of properties adjoining the development.
Policies: EN16, CR11, CC8, TR3

9. Notwithstanding Schedule 2, Part 16 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), no telecommunications equipment permitted by Part 16 (masts, aerials, antennas, cabinets, dishes, etc.) shall be installed or otherwise provided on any building within the development.

Reason: (a) as no details have been supplied in this outline application (b) to ensure that any such equipment is necessary and integrated successfully within the design of the development and (c) in the interests of residential visual amenity.
Policies: CC7, CR10

10. The development hereby approved shall not be carried out except in accordance with the following approved drainage details, subject to any changes required to accommodate the landscaping Reserved Matters. All approved drainage shall be provided prior to first occupation of the development except where the approved details indicate otherwise:
SHR-RAM-XX-RP-C-000001 Rev. P02- Phase 1 Drainage Strategy and SuDS Report dated 6th October 2020. As amended by SHR-RAM-ZZ-GF-DR-C-00133 P02 Block E &F Proposed Surface Water Permavoid Layout Sheet 2of2 dated 23 February 2021

Supplementary Memo by Ramboll ref. 1620004716 dated 12 June 2020

Once provided, the approved drainage shall be maintained as such at all times thereafter.

Reason: In the interests of sustainable drainage and to manage flood risk.
Policies: CC7, EN14, CR3

Date: **DRAFT**

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11. Not less than 1,000 sq.m. (gross external area) retail (Use Class E (a),(b) and (c)); Drinking establishments (sui generis) and/or Hot food takeaway (sui generis) floorspace shall be provided within the Plot E/Telecom House application site hereby approved and the development shall be maintained as such at all times thereafter.
Reason: to ensure a suitable retail presence within the active frontage and to ensure a suitable use mix in this Plot.

Policies: CC7, CR11, CR7

12. (a) Concurrently with the submission of Reserved Matters for any buildings, a report demonstrating that those buildings will not cause undue interference to television and radio (and other broadcasting services) reception shall be submitted to and approved in writing by the Local Planning Authority.
(b) If such a scheme does indicate undue interference, the report shall also set out the mitigation measures required.
(c) The development of the relevant Plot(s) shall thereafter be carried out, retained and maintained in accordance with the approved mitigation measures save to the extent that the Local Planning Authority approves any variation(s) to the approved details.

Reason: in order to ensure that broadcast signals are not adversely affected by the development of these tall buildings.
Policies: CC7, CC8

13. Concurrently with the submission of Reserved Matters for any buildings, plans and details of building maintenance and cleaning systems in respect of the building(s) shall be submitted to and approved in writing by the Local Planning Authority (to the extent relevant to the subject matter of that Reserved Matters application). The plans and details shall include all related plant, screens, rails, cradles, building maintenance units and other associated equipment and how these aspects, where applicable, will be integrated within the relevant building(s). The development of the relevant building(s) shall thereafter only be undertaken in accordance with the approved details.

Reason: as no details have been submitted and in the interests of the architecture and design of the development.
Policies: CC7, CR10

14. [DELETED]

15. Concurrently with the submission of Reserved Matters, details of the residential numbers, mix, size of units and tenure (both for open market and affordable dwellings) shall be

Date: **DRAFT**

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DRAFT

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submitted and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details.

Reason: To ensure appropriate residential accommodation is provided.
Policies: H2, CR6, H2, H3

16. Concurrently with the submission of Reserved Matters in respect of Scale and/or Layout, a minimum 20 metres face-to-face building separation distance (not including balconies) shall be achieved, in accordance with the Parameter Plans approved under Condition 5 above.

Reason: To ensure adequate levels of light and privacy in the interests of the amenity of future occupiers.
Policies: CC7, CR11, CR2, CR6, CR10, CR3, CC8

17. Concurrently with the submission of Reserved Matters in respect of Layout as required by condition 1, plans showing room layouts and window dimensions/positions for all rooms and a report demonstrating the degree of compliance with the Average Daylight Factor and Annual Probable Daylight Hours recommendations in the British Standard, BS8206 Part 2 as amended by Site Layout Planning for Daylight and Sunlight (BRE), together with any mitigation measures required shall be submitted to and approved in writing by the Local Planning Authority. No development shall be constructed except in accordance with the approved details.

Reason: to ensure that this permission delivers satisfactory levels of daylight and sunlight to the dwellings, in the interests of the amenity of the occupiers.
Policies: CC7, CC8

18. Concurrently with the submission of Reserved Matters in respect of Access, Scale, Layout, Appearance or Landscaping, wind tunnel testing shall be undertaken and a report recommending mitigation shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, there shall be no first public use of the public realm, or first Occupation of any building until the relevant wind/microclimate mitigation (in the form of landscaping, canopies or other structures, as may be required) has been planted/installed in accordance with the mitigation report. The wind/microclimate mitigation measures shall be retained and maintained as approved thereafter.

Reason: to ensure pedestrian and cyclist safety and comfort within the public realm areas of each plot.
Policies: CC7, EN16, CR3

Date: **DRAFT**

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19. (PCD) Notwithstanding the submitted Energy Strategy dated 14 March 2019 no development shall be commenced within the site (except demolition) until details of the sustainability/environmental performance measures have been submitted to and approved in writing by the Local Planning Authority. The submitted details shall demonstrate that:
i) for the residential element of the site (through a Design Stage Standard Assessment Procedure (SAP) Assessment), all approved dwellings within the site shall achieve a minimum of a 35% improvement in the dwelling emission rate over the target emission rate, as defined in The Building Regulations for England Approved Document L1A: Conservation of Fuel and Power in New Dwellings (2013 edition) when using "SAP10" carbon factors (0.233kg/kwh); and
ii) all non-residential floorspace within the Site shall achieve a BREEAM Very Good rating with a minimum of 62.5 points. The development of each Plot shall thereafter be carried out and retained and maintained in accordance with the approved details of the sustainability/environmental performance.

Reason: to ensure an adequate standard of environmental sustainability in conjunction with other measures secured under this permission.
Policies: CC2, H5, CC3, CC4

20. No later than three months following first occupation of any non-residential floorspace within the development hereby approved, or in accordance with a timetable that shall have been approved in writing by the Local Planning Authority prior to first occupation of any non-residential floorspace, a copy of a Final BREEAM Certificate for that floorspace, (in accordance with the BREEAM Sustainability Standard following a post-construction stage review carried out by a licensed assessor), shall be submitted to the Local Planning Authority. The certificate shall demonstrate that the development has attained as a minimum the standard set out in the Interim BREEAM Certificate submitted pursuant to condition 19 attached to this permission.

Reason: to ensure an adequate standard of environmental sustainability in conjunction with other measures secured under this permission.
Policies: CC2, CC3, CC4

21. [DELETED]

22. Each application for the approval of Reserved Matters shall be accompanied by details of habitat mitigation works. The details shall include a report detailing the following habitat mitigation works which shall be submitted to and approved in writing by the Local Planning Authority under the Reserved Matters approval:
A. locations and specification for bird nesting habitats for Black Redstarts, Swifts, and where the Local Planning Authority deems appropriate, Peregrine Falcons.

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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B. specifications for green roofs and brown roofs (to be a minimum area of 25% of each Plot's roof area in the development), including their method of construction and landscaping on-going management for five years; and

C. details of the ground level planting scheme (demonstrating how it has been designed to maximise its benefit to wildlife within the context of the scheme).

The approved habitat mitigation works shall be provided prior to first Occupation of the relevant building/Plot and retained and maintained as approved at all times thereafter.

Reason: to ensure that a habitat which would be designed specifically for these birds is created/re-provided for within the development, in the interests of biodiversity.
Policies: EN12, EN14

23. The approved cycle parking spaces pursuant to Condition 1 above shall be provided prior to first occupation of any part of the development, or in accordance with a timetable that shall have been agreed with the Local Planning Authority before first occupation of any part of the building. The cycle parking spaces shall be retained as approved and kept available for cycle parking at all times thereafter.

Reason: to ensure that the development is provided with adequate cycle parking facilities in the interests of sustainable transport and the amenity of future occupiers.
Policies: TR1, TR5

24. [DELETED]

25. No development of the site shall take place except in accordance with the approved Written Scheme of Investigation for Archaeological Evaluation: Plots E and F' ref. WIE114788-103-R-19-3-1-2-WSI, Fourth Issue dated November 2019, received 3 January 2020

Reason: in the interests of protecting the archaeological heritage of the Borough.
Policies: EN1, EN2

26. No uncontrolled infiltration of surface water drainage into the ground shall occur, other than as approved by this permission, or as approved by details that shall have been submitted prior to commencement (except demolition), unless the Local Planning Authority approves any variation(s) to the approved details.

DRAFT

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

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Reason: as the site investigation required under Conditions 27, 28 and 30 of this planning permission may indicate areas where such filtration is not acceptable and in order to ensure that there is no resultant unacceptable risk to controlled waters/groundwater quality.
Policy EN16

27. (a) The Development hereby approved shall not be carried out except in accordance with Ground Investigation Report SHR-RAM-SB-XX-RP-G-00016 Revision C03 dated 26 February 2020; Factual Report on Ground Investigation ref. 34769 1of1 - C dated 26 February 2019 and Figure B (Figure B: Soil Analysis Plan) Issue 1 by Ramboll, received 20 March 2020 and associated email from Ramboll, received 19 March 2020.

(b) No part of the development hereby approved shall be first Occupied until a verification report has been submitted to and approved in writing by the Local Planning Authority demonstrating that the works set out in the remediation strategy in (a) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

(c) In the event that contamination not previously identified is found at any time when carrying out the approved development, development shall be halted on that part of the site and shall be reported in writing to the Local Planning Authority.
Following that an assessment of the nature and extent of contamination shall be undertaken and where remediation is necessary a remediation scheme, together with a timetable for its implementation, shall be submitted to and approved in writing by the Local Planning Authority. The measures in the approved remediation scheme shall be implemented in accordance with the approved timetable. Following completion of measures identified in the approved remediation scheme, a validation report shall be submitted to and approved in writing by the Local Planning Authority.
The development shall thereafter only be undertaken in accordance with the approved details in (a)-(c) above, as relevant, save to the extent that the Local Planning Authority approves any variation(s) to the approved details.

Reason: the submitted Environment Statement requires an intrusive site investigation which is in part related to previous potential contaminative uses of the site which have the potential to pollute soils and groundwater.
Policy EN16.

28. No building within the development hereby approved shall be first occupied until approved ground gas mitigation Scheme comprising Ground Gas Assessment - Station Hill South Site Reading, ref. L1620004716_03 dated 22 February 2020; Figure A (Figure A: Gas Monitoring Locations) Issue 1 by Ramboll, received 20 March 2020 and associated email from Ramboll, received 19 March 2020; and Ground Investigation Report SHR-RAM-SB-XX-RP-G-

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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00016 Revision C03 dated 26 February 2020, has been fully implemented (save to the extent that the Local Planning Authority approves any variation(s) to the approved Scheme). The approved Scheme shall be retained and maintained at all times thereafter.

Reason: to ensure that the details of the development are satisfactory to prevent the adverse effects of landfill gas, which could be a danger to the occupiers of the development.
Policy EN16.

29. The foundation design for all buildings within the site shall be in accordance with the following approved details:
Foundation Works Risk Assessment SHR-RAM-SB-XX-RP-G-000017 C02 dated 4 December 2020
SHR-RMB-BN-FN-DR-S-03-000500 P02, South Site Pile General Arrangement dated 2 November 2020
SHR-RMB-ZZ-FN-DR-S-31-000411 P02, South Site Pile Schedule Sheet 01 dated 2 November 2020
SHR-RMB-ZZ-FN-DR-S-31-000412 P02, South Site Pile Schedule Sheet 02 dated 2 November 2020
SHR-RMB-ZZ-FN-DR-S-31-000413 P02, South Site Pile Schedule Sheet 03 dated 2 November 2020
SHR-RMB-ZZ-FN-DR-S-31-000414 P02, South Site Pile Schedule Sheet 04 dated 2 November 2020
SHR-RMB-ZZ-FN-DR-S-31-000415 P02, South Site Pile Schedule Sheet 05 dated 2 November 2020
SHR-RMB-ZZ-FN-DR-S-31-000416 P02, South Site Pile Schedule Sheet 06 dated 2 November 2020
SHR-RMB-ZZ-FN-DR-S-31-000417 P02, South Site Pile Schedule Sheet 07 dated 2 November 2020
SHR-RMB-ZZ-FN-DR-S-31-000418 P01, South Site Pile Schedule Sheet 08 dated 2 November 2020

Reason: In the interests of groundwater quality.
Policy EN16

30. [DELETED - *Repetition of Condition 10*]

31. No demolition or site clearance shall take place within the bird nesting season (mid-February to mid-September inclusive). If clearance during the bird-breeding season cannot reasonably be avoided, a suitably qualified ecologist shall resurvey the areas within and adjacent to the site immediately prior to clearance within the site and advise whether nesting birds are present. If active nests are recorded, no works that could disturb the nest shall proceed until all young have fledged the nest and if a nest of a Peregrine Falcon, Swift

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

Reading Borough Council
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or Black Redstart is found, all works of demolition or site clearance which could disturb the nest must cease until a method statement for undertaking the works on the Plot has been agreed with the Local Planning Authority. The works shall only be undertaken in accordance with the approved method statement, unless the Local Planning Authority approves any variation in writing.

Reason: to minimise the impact of the development on rare/protected bird species. Policy EN12

32. (PC) No demolition shall take place within the site until a Demolition Management Statement (DMS) has been submitted to and approved in writing by the Local Planning Authority, unless an alternative permission for that demolition has been granted by the Local Planning Authority. The DMS shall include:
A. The parking of vehicles and site operatives and visitors, to be shown on a Plan not less than 1:500 and to include the total amount of parked vehicles;
B. Loading and unloading of plant and materials used in demolition of the development: areas to be shown on a plan not less than 1:500;
C. Storage of plant and materials used in demolition of the development: areas to be shown on a plan not less than 1:500;
D. The erection and maintenance of security hoarding (including decorative displays/murals/scaffolding if required;
E. Wheel washing facilities;
F. Measures on-site to control the deposition of dirt/mud on surrounding roads during demolition;
G. Footpath Closures/Road Closures needed during demolition;
H. Traffic Management needed during demolition;
I. Times, routes and means of access to and from the site for demolition vehicle traffic and delivery vehicles (including the removal of any associated demolition waste from the site and methods of preventing deposition of materials on the public highway);
J. A commitment to regular meetings with the RBC Streetworks Co-ordinator;
K. A dust mitigation and monitoring scheme during demolition phases;
L. Controls on timing of operations (to include quiet periods);
M. External lighting;
N. A scheme for recycling/disposing of waste resulting from the demolition works;
O. Confirmation of external treatments (cleaning, render/brick repairs, graffiti removal, window and security measures) for any building within the site which has not been demolished within one year after the first building on site has been demolished;
P. Measures to control vermin during demolition works including capping off redundant below ground sewers and other services.

DRAFT

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

Reading Borough Council
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The approved DMS shall be adhered to throughout the development hereby permitted unless prior agreement has been received in writing from the Local Planning Authority.

Reason: in the interests of safety, dust and noise control, protecting the amenity of local land uses, neighbouring residents and highway safety/congestion.
Policies: EN16, EN17, CC8, TR3, EN15

33. The development hereby approved shall not be carried out except in accordance with the approved Construction Management Statement comprising:
Traffic Management & Logistics Plan RN: BO-JRLG-SM-HSP-PD-Z-0036 Rev.C06, received 15 July 2020
Logistics Plan Drawing No.04 - Rev.J dated 2 June 2020
Health and Safety Plan Rev. C11 - RN: BO-JRLG-SM-HSP-PL-Z-0001 dated 23 April 2020.

Reason: in the interests of safety, dust and noise control, protecting the amenity of local land uses, neighbouring residents and highway safety/congestion.
Policies: EN16, EN17, CC8, TR3, EN15

34. Each application for Reserved Matters relating to Layout shall include the location and floorspace of Back of House facilities and describe the function of these areas. The Back-of-House areas shall thereafter remain ancillary to the approved development.

Reason: to enable the Local Planning Authority to control the use of such spaces, in the interests of ensuring uses are compatible and do not cause unacceptable disturbance and to control the intensity of use of the site.
Policies: CR11, H7, EN16, CC8, TR3

35. The development hereby approved shall not be carried out except in accordance with Environmental Management Plan (EMP) comprising:
EMP ref. BO-MID-EM-XX-RM-Z-0001_S1_C04, Rev: C08, dated 13 May 2020, received 14 May 2020.

Reason: to ensure that the redevelopment of each Plot is undertaken in a way which minimises disturbance to residents and occupiers of other Plots within the development and surrounding existing residential and commercial land uses.
Policies: EN16, EN17, CC8, EN15

36. (RCD) No development (except demolition and groundworks) shall commence until a Security/Anti-Crime Management Plan for the site, in accordance with the 'Secured By Design' standard has been submitted to and approved in writing by the Local Planning Authority. The Security/Anti-Crime Management Plan for the site shall include:

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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A. Laminated external glazing, with an emphasis on proximity to public realm
B. Emergency vehicle access (physical barriers and management)
C. Hostile vehicle mitigation measures
D. Location, surveillance and management of ATM cash-point and public toilet provision (if relevant).
E. Safe movement on shared surfaces such as Garrard Street
F. Policy regarding provision, location and management of litter bins
G. Defined extent of external café seating areas and alcohol-free zone status to include areas outside of defined external café seating areas.
H. Management of large crowds, i.e. Reading football and pop festival events
I. Appropriate robustness, safety and security of public art, water features and other potential targets for anti-social behaviour
J. Close liaison with other stakeholders and partner agencies in the preparation of operational requirements covering the use and technical compatibility for CCTV and patrolling of public areas including the proposed retail arcade and after retail hours
K. Secure (including visually-verified) access control arrangements for residential entrances and car parks, including secure mail delivery
L. The development to secure Secured by Design and Safer Parking Scheme compliance and certification.
M. Preparation of a comprehensive lighting strategy
N. Measures within the public realm to discourage anti-social behaviour, such as street drinking and skateboarding.
O. Lift access control and measures to ensure appropriate compartmentation between and across floors.

The approved measures within the Security/Anti-Crime Management Plan shall be implemented before any building within the site are Occupied, or any public space within the site is first used by the public (as appropriate), or in accordance with a timetable that shall first have been approved in writing by the Local Planning Authority, save to the extent that the Local Planning Authority approves any variation(s) to the approved details.

Reason: to reduce the opportunity for crime and the fear of crime through the creation of a safe and secure development which is overlooked, inviting and which also reduces opportunities for major security incidents.
Policies: CC7, CR11, CR3

37. The Landscaping, Access and Layout Reserved Matters shall include accessibility details which shall set out proposals for ensuring that all persons, including disabled persons, and those with pushchairs, can negotiate the change in levels between the Friars Walk public realm and Garrard Street. The development shall thereafter be constructed and retained only in accordance with the approved details.

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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Reason: as there are considerable changes in levels and to ensure that the public space is suitably accessible.
Policies: CC7, CR10

38. No part of the development hereby approved shall be first Occupied until a scheme for the connection and potential improvements to the existing water supply, drainage and sewerage systems in respect of the development has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented as approved, unless the Local Planning Authority approves any variation to the approved details. Furthermore, no Occupation of buildings or public realm approved by this permission on any Plot shall occur until the approved scheme for improvements of the existing water/sewage system has been completed, unless the Local Planning Authority approves any variation to the approved details.
The development shall be retained and operated only in accordance with the approved scheme at all times thereafter.
Reason: to ensure that suitable capacity is provided within water, drainage and sewerage infrastructure.
Policy: EN16

39. No residential dwellings shall be Occupied until the Council has been notified in writing of the full postal addresses of all dwellings within the site. Such notification shall be addressed to the Planning Manager, Reading Borough Council, Floor 1, Civic Offices, Bridge Street, Reading, RG1 2LU, quoting the planning application reference specified in this Decision Notice.

Reason: in order that the Council can update its records to ensure that parking permits are not issued to the occupiers of the new residential units hereby approved and 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: TR5

40. Prior to any agreement being entered into for a new occupation of, or transfer of any interest in, the residential units hereby approved, the prospective occupier/transferee shall be informed of the prohibition on entitlement to an on-street car parking permit. All material utilised for advertising or marketing the residential units for letting or sale shall make it clear to prospective tenants and occupiers that no parking permit will be issued by the Council to occupiers of the residential units.

Reason: in order that the prospective occupiers are made aware of the fact that they will not be entitled to an on-street car parking permit, in the interests of the proper management of

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

Reading Borough Council
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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 Central Reading area.
Policy TR5

41. All private amenity areas (including balconies), and communal amenity areas, shown on the approved drawings shall be provided prior to first occupation of any dwelling, or in accordance with a timetable for phased provision that shall have been approved in writing by the Local Planning Authority prior to first occupation of any dwelling. All amenity areas shall be retained and maintained as approved for the use of occupiers of the related dwellings at all times thereafter.

Reason: to ensure a satisfactory standard of amenity space is provided for the residents of the residential dwellings.
Policies: CR6, CC8, H10.

42. (PCD) The development hereby approved shall not be commenced (except demolition and construction to first floor slab level) until details of a sound attenuation scheme informed by an assessment of the current noise environment, 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 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 do not exceed 45dB LAmax for bedrooms within any dwelling. 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. The development shall not be carried out other than in accordance with the approved scheme which shall be completed before the building to which it relates is first occupied, unless the Local Planning Authority otherwise agrees in writing. The scheme shall be retained and maintained as approved at all times thereafter.

Reason: to protect the amenity of residents of the proposed properties from surrounding noise sources.
Policies: EN16, CC8

43. No commercial uses within the development hereby approved shall be first Occupied until details of how service vehicle hours/waste arrangements are to be managed have been submitted to and approved in writing by the Local Planning Authority. Commercial servicing

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

Reading Borough Council
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for the development shall take place in accordance with the approved details, save to the extent that the Local Planning Authority approves any variation(s) to the approved details.
Reason: to ensure that residents are not adversely affected by delivery noise and in the interests of the safety and convenience of all highway users.
Policies: EN16, CC8, TR3

44. Notwithstanding Condition 43 above, no commercial deliveries/waste management operations shall occur outside the following hours: 0800-2200 hours Mondays-Saturdays and 1000-1800 hours on Sundays and Bank/other holidays.

Reason: to protect the amenities of residential properties within and adjacent to the development from disturbance from servicing.
Policies: EN16, CC8, TR3

45. No non-residential floorspace shall be first occupied until details of the proposed hours of use of all non-residential units have been submitted to and approved in writing by the Local Planning Authority. The development shall be retained and operated only in accordance with the approved details at all times thereafter.
Reason: in the interests of residential amenity of the occupiers of the residential dwellings within the site and other neighbouring residential properties.
Policies: EN16, CC8

46. [DELETED]

47. No building shall be first-Occupied until details of all proposed external lighting for the visual enhancement, and safe functioning, of all buildings and public realm within the site have been submitted to and approved in writing by the Local Planning Authority. The details shall include details of visual effects, lamps, cowls, height, and luminance/lux levels and lighting times, together with a timetable for provision. The lighting shall be installed, maintained and operated in accordance with the approved details and timetable, unless the Local Planning Authority approves any variation(s) to the approved details

Reason: in the interests of the amenities of the development, minimising general light pollution, safety in the public realm and residential amenity.
Policies: CC7, EN16, CR3, CC8

48. No mechanical plant, including kitchen extraction plant, shall be installed at any time until a noise assessment of the proposed mechanical plant has been submitted to and approved in writing by the Local Planning Authority. The assessment shall be carried out in accordance with BS4142:2014 methodology. The predicted specific sound level (LAeq,TR) (with reference to BS:4142) as measured at a point 1 metre external to the nearest noise-

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

Reading Borough Council
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sensitive facade shall be at least 10dB below the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The predicted rating level, LAr,Tr (specific sound level plus any adjustment for the characteristic features of the sound) as measured at a point 1 metre external to the nearest noise-sensitive façade (habitable window of a dwelling) shall not exceed the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The plant shall thereafter only be installed in accordance with the assessment and shall thereafter be maintained so that it operates to the same standard.

Reason: to safeguard the amenities of adjoining residential properties and premises and the wider area.
Policies: EN16, EN17

49. No flues, extraction or ventilation equipment shall be installed at any time until an Odour Risk Assessment and full details of the equipment have been submitted to and approved in writing by the Local Planning Authority. The details shall include height and location of all external chimneys/other plant, noise specifications, odour and smoke control equipment, and maintenance plans and schedules. The equipment shall not be installed except in accordance with the approved details and shall be retained and maintained as approved at all times thereafter.

Reason: to protect the amenity of neighbouring residents and occupiers of the development.
Policies: CC7, EN16, CR10, CC8

50. No building within Plot E shall be first Occupied until the relevant vehicular access(es) (the zone for which is shown on Parameter Plan SHR - CRL - SB - ZZ - PL- A - 100-112- P11) has (have) been constructed in accordance with details which shall have been submitted to and approved in writing by the Local Planning Authority and in compliance with the requirements of the Local Planning Authority for work carried out within the public highway.

Reason: in the interests of road safety.
Policies: TR1, TR3

51. No building within Plot E shall be first Occupied until all hard and soft landscaping Works have been carried out in accordance with the details approved pursuant to this permission and the Reserved Matters approved pursuant to this permission; or in accordance with a timetable that shall have been agreed approved in writing by the Local Planning Authority before first occupation of the building. The Works shall specifically include all public steps and other pedestrian routes linking Friars Walk and Garrard St, to be provided as shown on the approved drawings.

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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Reason: To ensure an appropriate standard of landscaping and public realm in the interests of the character of the area and the amenity of users of the site.
Policies CC7, CC7, EN14, CR11, CR2, CR3

52. Except where the bridge across Garrard Street is to be provided instead of the public steps linking Friars Walk and Garrard Street: No building within Plot E shall be first Occupied until details of a ramp to assist in cycles being wheeled up and down the public steps linking Friars Walk and Garrard St have been submitted to and approved in writing by the Local Planning Authority. The ramp shall be provided in accordance with the approved details before the building is first occupied, or in accordance with a timetable that shall have been approved in writing by the Local Planning Authority before the building is first occupied, and retained and maintained as such at all times thereafter.

Reason: to ensure appropriate north-south permeability for cyclists.
Policies TR1, TR4, CR11

53. A Strategy demonstrating an integrated approach to the provision and improvement by the developer of cycling routes and other facilities, within and surrounding the wider Station Hill site, to form the basis of future development proposals, shall be submitted to the Local Planning Authority for approval concurrently with the submission of any Reserved Matters. The development shall be carried out in accordance with the approved strategy at all times thereafter except where details approved pursuant to this permission indicate otherwise.

Reason: To ensure that cycling is given proper consideration at a suitably early stage in the development of the allocated Station Hill development sites.
Policies TR1, TR4, CR11

54. No residential floorspace within the development hereby permitted shall be first-occupied, or part thereof in accordance with a timetable for phased provision where approved in writing by the Local Planning Authority prior to first occupation, until written documentary evidence has been submitted to, and approved in writing by, the Local Planning Authority demonstrating that the floorspace has achieved a minimum of a 35% improvement in the dwelling emission rate over the target emission rate, as defined in The Building Regulations for England Approved Document L1A: Conservation of Fuel and Power in New Dwellings (2013 edition) when using "SAP10" carbon factors (0.233kg/kwh). Such evidence shall be in the form of an As Built Standard Assessment Procedure, produced by an accredited energy assessor.

Reason: to ensure an adequate standard of environmental sustainability in conjunction with other measures secured under this permission.
Policies: CC2, H5

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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55. No construction, demolition or associated deliveries shall take place outside the hours of 0800hrs to 1800hrs Mondays to Fridays, and 0900hrs to 1300hrs on Saturdays, and not at any time on Sundays and Bank or Statutory Holidays without prior written approval from the Local Planning Authority.
Reason: to protect occupiers of nearby properties from unreasonable disturbance from works connected with implementing this permission.
Policy: CC8

56. Notwithstanding the approved Design Codes (Condition 3), the design codes shall not prohibit the use of coloured cladding on any building.

Reason: This is an overly restrictive element of the Codes.
Policy CC7, CR11, CR10

57. No part of the development hereby approved shall be first Occupied until a landscaping management plan, including long term objectives, management responsibilities and maintenance schedules for all landscaped areas has been submitted to and approved in writing by the Local Planning Authority. The landscape management plan shall be carried out as approved at all times thereafter.

Reason: to ensure the long term management and maintenance of landscaped areas on the site.
Policies CC7, EN38, CR11, CR2, CR3.

58. All planted materials shall be maintained for five years and any trees or plants removed, dying, being severely damaged or becoming seriously diseased within 5 years of planting shall be replaced with others of similar size and species to those originally required to be planted.

Reason: in the interests of the character and appearance of the new development.
Policies: CC7, EN38, CR11, CR2, CR3.

59. No building within the site shall be first occupied until details of refuse and recycling bin store(s) for that building have been submitted to and approved in writing by the Local Planning Authority. The details shall include measures to prevent pests and vermin accessing the bin store(s). The approved bin storage, including pest and vermin control measures, shall be provided in accordance with the approved details prior to first occupation of the building, or in accordance with a timetable that shall first have been approved in writing by the Local Planning Authority, and shall not be used for any purpose other than bin storage at all times thereafter.

Date: **DRAFT**

DRAFT
Head of Planning, Development
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DRAFT

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Reason. To ensure that adequate provision is made for the storage and collection of refuse.
Policies CC5, TR3

60. No gym use (Class E, or ancillary to other use) shall be commenced until a detailed Scheme to control airborne and structure borne noise resulting from the gym use, to include a floating floor, or such other mitigation as may be deemed necessary by the Local Planning Authority, has been submitted to and approved in writing by the Local Planning Authority. The Scheme shall be implemented as approved before the gym use is commenced and retained and maintained as such at all times thereafter.

Reason. To adequately control noise specifically associated with gym uses in the interests of the amenity of surrounding residents and other users of the site.
Policies CC8, EN16, EN17, CR10

61. No building shall be first Occupied until a Signage Strategy for that building has been submitted to and approved in writing by the Local Planning Authority. No signage shall be provided otherwise than in accordance with the approved Strategy at any time thereafter, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure a coordinated approach to securing appropriately designed signage in the interests of the appearance of the development and the visual amenity of the surrounding area.
Policies CC7, CR11, CR2, OU4.

62. (PCD) (i) Details and samples of the types of materials to be used in the construction of the external surfaces of the development hereby permitted shall be submitted for approval concurrently with the submission of details pursuant to the Appearance Reserved Matter.

(ii) No development shall take place (except demolition, groundworks, and internal framework where this does not form part of the external surfaces of the development) until full details and samples of the materials to be used in the construction of the external surfaces of the development hereby permitted, including hard surfacing and other hard landscaping materials, have been submitted to and approved in writing by the local planning authority and the materials shall be in accordance with those approved under the Appearance Reserved Matter pursuant to part (i) of this condition. The development shall be carried out and thereafter maintained in accordance with the details approved unless otherwise agreed in writing by the Local Planning Authority.

Reason: i) To ensure that the nature, quality and visual effect of materials is considered at an early stage in the design process and ii) to ensure high quality materials and detailing is

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secured and implemented. In the interests of high-quality design and the character of the area.
Policies: CR11, CR2, CC7, EN1.

63. No part of the development hereby approved shall be first occupied until the detailed scheme for Air Quality Mitigation contained within Air Quality Assessment ref. WIE14788-100-R-24.1.2-AQ dated January 2020 has been fully implemented. The development shall be retained and maintained in accordance with the detailed scheme at all times thereafter.

Reason: to protect the health of future occupants of the proposed development.
Policies: CR6, EN15.

64. The development shall not be carried out except in accordance with the air quality mitigation scheme comprising mitigation measures detailed in Air Quality Assessment WIE14788-100-R-24.1.2-AQ dated January 2020 and subsequent Briefing Note ref. WIE14788-106-BN-24.3.1.AQ dated 15 June 2020. The development shall be maintained in accordance with the approved scheme at all times thereafter.

Reason: to ensure that the proposed development does not result in harmful impacts in terms of air quality.
Policies: CR6, EN15.

65. No dwelling/building hereby permitted shall be occupied until the vehicle access serving it has been constructed in accordance with the details approved pursuant to Condition 1 of this permission.

Reason: In the interests of road safety.
Policies TR1, TR3.

66. Notwithstanding the plans hereby approved no vehicle access shall be permitted into the site from Friar Street at any time (except emergency vehicles).

Reason: to avoid conflict between vehicles and pedestrians and in the interests of highway safety.
Policies TR1, TR3.

67. All car parking spaces approved pursuant to Condition 1 shall be provided prior to first Occupation of the development, or in accordance with a timetable that shall have been approved in writing by the Local Planning Authority prior to first Occupation and shall be retained and maintained as approved for vehicle parking at all times thereafter.

DRAFT

Date: **DRAFT**

DRAFT
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Reason: To secure provision of the parking spaces at an appropriate stage of the development works.
Policies TR1, TR5

68. The development hereby approved shall not be first Occupied until details of how the car parking spaces are to be allocated and distributed to residents of Plot E have been submitted to and approved in writing by the local planning authority. The car park shall not be used except in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure an appropriate distribution of parking spaces between residents.
Policies: TR1, TR5.

69. No dwelling within the development hereby approved shall be first occupied until details of an electric vehicle (EV) charging Scheme comprising a layout plan and detailed specification for a minimum of ten percent of all vehicle parking spaces within the development to be provided with electric vehicle charging points, and a further ten percent of spaces provided with cabling and other supporting infrastructure reasonably required to enable EV charging points to be fitted, has been submitted to and approved in writing by the Local Planning Authority.

The Scheme shall be fully provided in accordance with the approved details prior to first occupation of any dwelling, or in accordance with a timetable for phased provision that shall have been agreed with the Local Planning Authority prior to first occupation.

The spaces shall be maintained for vehicle charging in accordance with the approved Scheme at all times thereafter.

Reason: In the interests of environmentally sustainable transport.
Policies: TR1, TR5

70. No demolition works shall be carried out until an updated bat survey has been undertaken (by an appropriately qualified ecologist, that is a member of CIEEM or an equivalent institution with experience of undertaking bat surveys), and the results submitted to and approved in writing by the Local Planning Authority. Furthermore, should bats or evidence of bats be found, no demolition shall be carried out until any relevant licence(s) have been obtained from the Statutory Nature Conservation Organisation (currently Natural England) and a copy submitted to the Local Planning Authority. Should bats or evidence of bats be found, and the applicant considers that a licence for development works affecting bats is not required, the applicant must submit a report to the Local Planning Authority detailing the

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Date: **DRAFT**

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reasons for this assessment and this report is to be approved in writing by the Local Planning Authority before demolition is carried out.

Reason: to ensure that bats, a material consideration, are not adversely affected by the development.
Policies: EN12

71. No materials or green waste produced as a result of the clearance of the site or demolition works or construction works associated with the development of the site hereby approved shall be burnt on site.

Reason. In the interests of air quality and neighbouring amenity.
Policies: CC5, CC8, EN16.

INFORMATIVES

1. 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.

2. In accordance with Article 35 (DMPO 2015) some conditions have been highlighted **("PC")** to make clear that they require approval from the Local Planning Authority before any development begins (or "PCD" where demolition or other works are excluded). 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.

3. 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.

4. 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

Date: **DRAFT**

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5. 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.

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

7. 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 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/2201/Community-Infrastructure-Levy-Advice-to-Applicants/pdf/CIL_Advice_to_Applicants.pdf

8. The occupiers of the residential units 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.

9. For the purposes of the interpretation of the conditions, "Occupation" and "Occupied" means beneficial occupation for the purposes permitted by the planning permission and shall not mean occupation for the purposes of construction, completion, fitting out and/or marketing.

DRAFT

Date: **DRAFT**

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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.

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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.

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Appendix C – Draft Third 2021 Permission

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

APPLICATION FOR OUTLINE PLANNING PERMISSION

To: DP9 Limited
100 Pall Mall
London
SW1Y 5NQ

Application No: 201536
Application type: Variation of Condition

Applicant: SH Reading Master LLP

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

Proposal: Outline application (pursuant to Section 73 of the Town & Country Planning Act 1990) for mixed use redevelopment of the site through the demolition and alteration of existing buildings and erection of new buildings & structures to provide Offices (Use Class E (g)(i) and (g)(ii)), a range of town centre uses including retail and related uses (Use Class E (a),(b) and (c); Drinking establishments (sui generis) and Hot food takeaways (*sui generis*)), leisure and community (Use Class E (d), (e), and (f); Class F.1; Class F.2; and Theatres; Cinemas; Concert Halls; Bingo Halls; Dance Halls (*sui generis*)), and residential units (Use Class C3), associated infrastructure, public realm works and ancillary development (all matters reserved) as permitted by planning permission 190441 granted on 6 December 2019 (as amended).

At: Station Hill, Reading

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**

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Application At: Station Hill Reading

Application No: 201536
Application type: Variation of Condition

CONDITIONS & REASONS

1. (PCD) No development (except demolition) on any Plot (for the purposes of all conditions attached to this permission Plots shall be defined as shown on the approved Building Parameters plans) shall be commenced until detailed plans/sections, elevations and other relevant supporting material have been submitted to and approved in writing by the Local Planning Authority for that part of the development in respect of:
A. Means of Access for vehicles, cycles and pedestrians including details of the positioning and treatment of access and circulation routes and the position and layout of vehicle and cycle parking and servicing areas
B. The Scale of buildings
C. The Layout of buildings, routes and open spaces
D. The Appearance of buildings including details in respect of architecture, materials, decoration, lighting, colour and texture, and
E. Landscaping, to include:
i) details of hard and soft landscaping works, boundary treatment and or means of enclosure;
ii) details of planting in respect of trees, shrubs, ground area (including grasses) and climbers
iii) details (including colours) of materials to be used on paved areas and other hard surfaces and details of all external flooring materials and drainage;
iv) street furniture, signage, lighting;
v) any features of artwork;
F. The internal layout and Use of all buildings.
The development shall not be carried out except in accordance with the detailed plans/sections, elevations and other relevant supporting material approved pursuant to this condition.

Reason: To ensure a satisfactory form of development and in accordance with the provisions of Article 6 of the Town and Country Planning (Development Management Procedure) (England) Order 2015.

2. All applications for the approval of Reserved Matters in respect of all or part of any one or more Plot(s) shall be made not later than 9 January 2022.

Reason: as this planning permission has been granted as a variation to planning permission 190441 and to ensure that the planning permissions proceed in a coordinated manner.

Date: **DRAFT**

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3. (i) All applications for approval of Reserved Matters for Plot F shall be in accordance with the following documents (insofar as they apply to Plot F):
(a) Plot E and Telecom House Design Codes updated March 2019 by CRTKL Architects as set out in Chapter 8 of the submitted document 'Station Hill Reading Plots E & F Design and Access Statement', October 2020);
(b) Parameter Plans as listed in Condition 5; and
shall be in general accordance with all other parts of the submitted document "Station Hill Reading Plots E & F Design and Access Statement (October 2020).

(ii) All applications for approval of Reserved Matters for Plots A, B, C, D and G shall be in accordance with the following documents (insofar as they apply to the relevant Plot):
(a) "Station Hill, Reading Design Codes", dated November 2013, by Allies and Morrison Architects
(b) the Building Parameters plans (as listed in Condition 5); and
shall be in general accordance with the document, "Station Hill, Reading Design and Access Statement" dated March 2013.

Reason: (a) to ensure a suitable form of development is provided in accordance with the approved documents/supporting information, within the subsequent Reserved Matters applications; and (b) to ensure that development achieves a high standard of design in relation to the surrounding public realm, the settings of Heritage Assets and the character of the area; and (c) to clarify which plans, drawings and documents have been approved.

4. The development hereby permitted shall be commenced before the expiration of three years from the date of approval of the last Reserved Matter.

Reason: to prevent an accumulation of unimplemented planning permissions and as this planning permission has been granted as a variation to planning permission 190441 which itself is a variation to permission 130436.

5. (i) The development permitted within Plot F shall be carried out in accordance with the following approved plans and the Reserved Matters approved under Condition 1, and any other details as may be approved under the conditions of this planning permission, and conditions pursuant to the approval of the Reserved Matters:

SHR - CRL - SB - ZZ - PL - 100-103- P51 Building Plots dated 9 February 2021;

SHR - CRL - SB - ZZ - PL A - 100-106- P50 Building Parameters - Plot F - Ground Floor Uses- dated 30 September 2020;

Site - Location Plan SHR-CRL-SB-ZZ-PL-A-100-001 dated 14 March 2019;

Site - Plot F - Location Plan SHR-CRL-SB-ZZ-PL-A-100-003 P11 dated 28 June 2019;

Date: **DRAFT**

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Site - Plot F Existing Site Plan SHR-CRL-SB-ZZ-PL-A-100-005 P11 dated 28 June 2019;

Site - Plot F Proposed Site Plan SHR-CRL-SB-ZZ-PL-A-100-007 P11 dated 28 June 2019;

SHR - CRL - SB - ZZ - PL-A - 100-007S- P50 Plot F Proposed Site Plan dated 10 February 2021 (With steps);

Site - Plot F Topography SHR-CRL-SB-ZZ-PL-A-100-009 P11 dated 28 June 2019;

Building Parameters - Indicative Sequence SHR-CRL-SB-ZZ-PL-A-100-100 P10 dated 15 March 2019 ;

Building Parameters - Application Boundary SHR-CRL-SB-ZZ-PL-A-100-101 P10 dated 15 March 2019;

Building Parameters - Demolition and Retained Buildings SHR-CRL-SB-ZZ-PL-A-100-102 P11 dated 15 March 2019;

Building Parameters - Public Realm SHR-CRL-SB-ZZ-PL-A-100-103 P10 dated 15 March 2019;

Building Parameters - Access Routes SHR-CRL-SB-ZZ-PL-A-100-104 P11 dated 15 March 2019;

Building Parameters - Upper Floor Uses SHR-CRL-SB-ZZ-PL-A-100-106 P10 dated 15 March 2019;

Air Quality Assessment WIE14788[illegible]-AQ dated January 2020;

Briefing Note ref. WIE14788[illegible].AQ dated 15 June 2020;

EMP ref. BO-MID-EM-XX-FM-Z-0001_S1_C04, Rev: C08, dated 13 May 2020, received 14 May 2020;

Traffic Management & Logistics Plan RN: BO-JRLG-SM-HSP-PD-Z-0036 Rev.C06, received 15 July 2020;

Logistics Plan Drawing No.04 - Rev.J dated 2 June 2020;

Health and Safety Plan Rev. C11 - RN: BO-JRLG-SM-HSP-PL-Z-0001 dated 23 April 2020;

Ground Ground Gas Assessment - Station Hill South Site Reading, ref. L1620004716_03 dated 22 February 2020;

Figure A (Figure A: Gas Monitoring Locations) Issue 1 by Ramboll, received 20 March 2020 and associated email from Ramboll, received 19 March 2020;

Ground Investigation Report SHR-RAM-SB-XX-RP-G-00016 Revision C03 dated 26 February 2020

Date: **DRAFT**

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DRAFT

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Ground Investigation Report SHR-RAM-SB-XX-RP-G-00016 Revision C03 dated 26 February 2020;

Factual Report on Ground Investigation ref. 34769 1of1 - C dated 26 February 2019

Figure B (Figure B: Soil Analysis Plan) Issue 1 by Ramboll, received 20 March 2020 and associated email from Ramboll, received 19 March 2020.

Written Scheme of Investigation for Archaeological Evaluation: Plots E and F' ref. WIE14788-103-R-19-3-1-2-WSI, Fourth Issue dated November 2019, received 3 January 2020

SHR-RAM-XX-RP-C-000002 Rev. C04 - Phase 1 Drainage Strategy and SuDS Report dated 27 April 2020

Supplementary Memo by Ramboll ref. 1620004716 dated 12 June 2020

SHR-RAM-XX-RP-C-000003 Rev. P02- Phase 1 Drainage Strategy and SuDS Report dated 6th October 2020. As amended by SHR-RAM-ZZ-GF-DR-C-00133 P02 Block E &F Proposed Surface Water Permavoid Layout Sheet 2of2 dated 23 February 2021
Phasing Strategy and Site Coordinates Plan SHR - CBL - SW - ZZ - DR - A -01 - 1004 - P2 dated 16 August 2019, both received 8 January 2020.

(ii) The development permitted within Plots A, B, C, D and G shall be carried out in accordance with the following approved plans and the Reserved Matters approved under Condition 1, and any other details as may be approved under these conditions, and conditions pursuant to the approval of the Reserved Matters:

698_PP_07_001 Rev. P3: PARAMETER PLAN 1, PLANNING APPLICATION BOUNDARY;

698_PP_07_002 Rev. P4: PARAMETER PLAN 2, DEMOLITION AND RETAINED BUILDINGS;

698_PP_07_003 Rev. P4: PARAMETER PLAN 3, BUILDING PLOT PARAMETERS

698_PP_07_004 Rev. P3: PARAMETER PLAN 4, PUBLIC REALM;

698_PP_07_005 Rev. P5: PARAMETER PLAN 5, VEHICLE AND PEDESTRIAN ACCESS ROUTES;

698_PP_07_006 Rev. P4: PARAMETER PLAN 6, GROUND FLOOR USES;

698_PP_07_007 Rev. P4: PARAMETER PLAN 7, UPPER FLOOR USES.
All as originally received by the Local Planning Authority on 2 April 2013.

Reason: to clarify which plans are approved and in the interests of proper planning.

6. The total amount of development hereby permitted by this planning permission and within the site shall be as follows and shall not exceed at any time:

Date: **DRAFT**

DRAFT
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DRAFT

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(a) Retail (Use Class E (a), (b) and (c)); Drinking establishments (*sui generis*) and Hot food takeaways (*sui generis*): 10,000 sqm (GEA);
(b) Leisure (Use Class E (d), (e), and (f); Class F.1; Class F.2; and Theatres; Cinemas; Concert Halls; Bingo Halls; Dance Halls (*sui generis*)) (Plot F): 2,200 sqm (GEA);
(c) Residential (Class C3): 19,500sqm (GEA), 184 no. dwellings;
(d) Offices (Use Class E (g)(i) and (g)(ii)): 122,000 sqm (GEA);
(e) Car Parking: 1,000 spaces;
(f) Back of House facilities: 2,000 sqm (GEA).

And the following shall apply to the interpretation of this Condition:
i) Floorspace figures exclude rooftop and basement plant (including the energy centre)
ii) The public realm may additionally include small retail kiosks (Use Class E (a),(b) and (c); Drinking establishments (*sui generis*) and Hot food takeaways (*sui generis*)) which in total will not exceed 10% of the approved retail floorspace.
iii) The leisure floorspace area excludes the rooftop pitches on the roof of Plot G.

Reason: (a) to ensure that the development is carried out in accordance with the approved details; and (b) to ensure that the amount of floorspace is consistent with the parameters assessed in the Environmental Statement.

Policies: CC6, H1, TR1, RL2, CR11, CR1, CR4, TR5

7. The ground floors of each Plot shall have active frontages as shown on the approved Parameter Plans (see Condition 5 above). For the purpose of this condition, an 'active frontage' means that a minimum of 75% of the defined frontage length shall comprise either shopfronts, office lobby areas or residential lobby areas and be predominantly glazed.

Reason: to provide an active ground floor level, in the interests of creating vitality in the streetscene, and to provide natural surveillance.
Policies: CC7, CR7

8. (PCD) (i) No development (except demolition) shall commence within Plots A, B, C, D and G until a detailed phasing Strategy has been submitted to and approved in writing by the Local Planning Authority. The Strategy shall accord with the phasing detailed in the submitted Environmental Statement Addendum dated October 2020. The development shall not be carried out except in accordance with the approved Strategy unless otherwise agreed in writing by the Local Planning Authority.

(ii) No development within Plot F shall be carried out except in accordance with the approved Phasing Strategy and associated Site Coordinates Plan SHR - CRL - SW - ZZ - DR - A -01 - 1004 - P2 dated 16 August 2019, both received 8 January 2020.

Date: **DRAFT**

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Reason: to ensure that development is carried out in an orderly and coordinated manner and has minimum impact on existing residents and occupiers of properties adjoining the development.
Policies: EN16, CR11, CC8, TR3

9. (PCD) No part of the development within Plots A, B, C, D and G hereby approved shall be commenced (except demolition and groundworks) until a Landscaping Masterplan for Plots A, B, C, D, and G has been submitted to and approved in writing by the Local Planning Authority. The Masterplan shall include the following elements:
A. an overall strategy for soft landscaping within the development including integration with Plots E and F landscaping.
B. Integration of landscaping and sustainable drainage (SuDS) where appropriate and providing commitment within landscaping submission to respond to climate change;
C. details of service runs and planting areas to demonstrate clearance for emergency access;
D. a range of plant species including native species which are likely to survive in a predominantly hard urban environment, with particular emphasis on suitable 'street tree' species
E. details of management responsibilities
F. the location of hard landscaping, street furniture and how paving and lighting will be positioned; and
G. how soft and hard landscaping features may provide a suitable wind/ microclimate environment.

Reason: To ensure an appropriate standard of landscaping and public realm in the interests of the character of the area and the amenity of users of the site.
Policies: CC7, EN14, CR11, CR2, CR3

10. All car parking spaces approved pursuant to Condition 1 shall be provided within the Plot to which they relate prior to first occupation of that Plot, or in accordance with a timetable that shall have been approved in writing by the Local Planning Authority prior to first occupation of the relevant Plot. All car parking spaces shall be retained as approved for vehicle parking at all times thereafter.

Reason: To secure provision of the parking spaces at an appropriate stage of the development works.
Policies: TR1, TR5

11. i) Concurrently with the submission of the first application for Reserved Matters in respect of Access and Layout within Plot F (see Condition 1), details of the provision for cycle parking for Plot F (a cycle parking masterplan) shall be submitted to and approved in writing by the Local Planning Authority. The details shall include the numbers of cycle parking spaces within Plot F (secure longer-term parking for residential/ commercial uses and short-term surface cycle parking for shoppers/ visitors). For residential occupiers, this will include

Date: **DRAFT**

DRAFT
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DRAFT

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secure, covered and lockable bicycle storage spaces fitted with cycle stands. For commercial uses, this will also include changing/shower/locker provision. For public areas, this will include Sheffield stands sited in well-surveyed areas. The cycle parking and related facilities shall thereafter be installed as approved no later than the first Occupation of the relevant building within Plot F/first use of the public realm within Plot F and retained and maintained for their approved purposes in relation to cycle parking/ cyclists' usage only.

ii) Concurrently with the submission of the first application for Reserved Matters in respect of Access and Layout within Plots A, B, C, D, and G (see Condition 1), details of the provision for cycle parking for those Plots (a cycle parking masterplan) shall be submitted to and approved in writing by the Local Planning Authority. The details shall include the numbers of cycle parking spaces within each relevant Plot (secure longer-term parking for residential/ commercial uses and short-term surface cycle parking for shoppers/ visitors). For residential occupiers, this will include secure, covered and lockable bicycle storage spaces with Sheffield cycle stands. For commercial uses, this shall also include changing/shower/locker provision. For public areas, this shall include Sheffield stands in well-surveyed areas. The cycle parking and related facilities shall thereafter be installed as approved no later than the first Occupation of the relevant building within the Plot/first use of the public realm within the Plot, or in accordance with a timetable for phased provision that shall have been approved in writing by the Local Planning Authority no later than the first Occupation of the relevant building within the Plot/first use of the public realm within the Plot. The cycle parking and related facilities shall be retained and maintained for their approved purposes in relation to cycle parking/ cyclists' usage only at all times thereafter.

Reason: to ensure that the development is provided with adequate cycle parking facilities in the interests of sustainable transport and the amenity of future occupiers.
Policies: TR1, TR5

12. (a) Concurrently with the submission of Reserved Matters for any buildings, a report demonstrating that those buildings will not cause undue interference to television and radio (and other broadcasting services) reception shall be submitted to and approved in writing by the Local Planning Authority.
(b) If such a report does indicate undue interference, the report shall also set out the mitigation measures required.
(c) The development of the relevant Plot(s) shall thereafter be carried out and retained and maintained in accordance with the approved mitigation measures save to the extent that the Local Planning Authority approves any variation(s) to the approved details.

Reason: in order to ensure that broadcast signals are not adversely affected by the development of these tall buildings.
Policies: CC7, CC8

Date: **DRAFT**

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13. In respect of each Plot, concurrently with the submission of Reserved Matters for any buildings, plans and details of building maintenance and cleaning systems in respect of the relevant Plot shall be submitted to and approved by the Local Planning Authority (to the extent relevant to the subject matter of that Reserved Matters application). The plans and details shall include all related plant, screens, rails, cradles, building maintenance units, etc. and how these aspects, where applicable, will be integrated within the relevant building(s). The development of the relevant building(s) shall thereafter only be undertaken in accordance with the approved details.
Reason: as no details have been submitted and in the interests of the architecture and design of the development.
Policies: CC7, CR10

14. [DELETED]

15. Concurrently with the submission of Reserved Matters for each Plot which includes residential dwellings, details of the residential numbers, mix, size of units and tenure (both for open market and affordable dwellings) in respect of the relevant Plot shall be submitted and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details.

Reason: To ensure appropriate residential accommodation is provided.
Policies: H2, CR6, H2, H3

16. Concurrently with the submission of Reserved Matters for each Plot which includes residential dwellings, plans showing the internal layouts and fittings, to Lifetime Homes standards where feasible (including room configurations, circulation spaces and doorways and the location of any obscure glazing) in respect of the relevant Plot shall be submitted to the LPA for approval. The development shall thereafter be carried out in accordance with the approved details, unless otherwise agreed or approved in writing by the Local Planning Authority.

Reason: in the interests of safeguarding the residential amenities of future occupants of housing units within and beyond the development and ensuring that the housing units are designed to be adaptable/usable for all potential occupiers.
Policies: CC7, H5

17. Concurrently with the submission of Reserved Matters for each Plot in respect of Layout for each Plot containing residential dwellings as required by condition 1, plans showing room layouts and window dimensions/positions for all rooms within that Plot and a report demonstrating the degree of compliance with the Average Daylight Factor and Annual Probable Daylight Hours recommendations in the British Standard, BS8206 Part 2, as amended by Site Layout Planning for Daylight and Sunlight (BRE), together with any mitigation measures required shall be submitted to and approved in writing by the Local Planning

Date: **DRAFT**

DRAFT
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Authority. No development shall be constructed within the relevant Plot except in accordance with the approved details.

Reason: to ensure that this permission delivers satisfactory levels of daylight and sunlight to the dwellings, in the interests of the amenity of the occupiers.
Policies: CC7, CC8

18. Concurrently with the submission of Reserved Matters for each Plot in respect of Access, Scale, Layout, Appearance or Landscaping, wind tunnel testing shall be undertaken for the Plot and a report recommending mitigation shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, there shall be no first public use of the public realm within the Plot, or first Occupation of any building within the Plot until the relevant wind/microclimate mitigation (in the form of landscaping, canopies or other structures, as may be required) has been planted/installed in accordance with the mitigation report. The wind/microclimate mitigation measures shall be retained and maintained as approved thereafter.

Reason: to ensure pedestrian and cyclist safety and comfort within the public realm areas of each Plot.
Policies: CC7, EN16, CR3

19. (PCD) Notwithstanding the submitted Energy Strategy dated 14 March 2019, no development shall be commenced on any Plot (except demolition) until details of the sustainability/environmental performance measures for that Plot have been submitted to and approved in writing by the Local Planning Authority. The submitted details shall demonstrate that:
i) for the residential element of the Plot (through a Design Stage Standard Assessment Procedure (SAP) Assessment), all approved dwellings within the Plot shall achieve a minimum of a 35% improvement in the dwelling emission rate over the target emission rate, as defined in The Building Regulations for England Approved Document L1A: Conservation of Fuel and Power in New Dwellings (2013 edition) when using "SAP10" carbon factors (0.233kg/kwh); and
ii) all non-residential floorspace within each Plot shall achieve a BREEAM Very Good rating with a minimum of 62.5 points. Where feasible, the office use within each Plot shall achieve a BREEAM Excellent rating.
The development of each Plot shall thereafter be carried out and retained and maintained in accordance with the approved sustainability/environmental performance details.

Reason: to ensure an adequate standard of environmental sustainability in conjunction with other measures secured under this permission.
Policies: CC2, H5, CC3, CC4

20. In respect of each Plot, each application for the approval of Reserved Matters shall be accompanied by an assessment report in respect of the feasibility of use of electricity-

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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generating photo-voltaic (PV) panels within the relevant Plot which shall be submitted to and approved by the Local Planning Authority. The assessment report shall examine the amount of roof space available for PV panels after plant areas, building maintenance equipment, 'green'/'brown' roof and amenity spaces have been taken into account. Where a PV installation is shown to be feasible, no Plot shall be first occupied until a detailed PV Scheme has been submitted to and approved in writing by the LPA. The approved PV installation shall be fully provided and operational no later than first Occupation of the building to which it relates, or in accordance with a timetable that shall have been approved in writing by the Local Planning Authority prior to first occupation of the building to which it relates. The PV installation shall thereafter be retained and maintained, as approved, at all times thereafter.

Reason: as this is an on-site renewable energy source which is potentially suitable for the development, which was not fully assessed within the application submission documents.
Policies: CC2, H5, CC3, CC4

21. (i) The development of Plot F hereby approved shall not be carried out except in accordance with the following approved drainage details, subject to any changes required to accommodate the landscaping Reserved Matters. All approved drainage shall be provided prior to first occupation of the development except where the approved details indicate otherwise:
SHR-RAM-XX-RP-C-000002 Rev. C04 - Phase 1 Drainage Strategy and SuDS Report dated 27 April 2020
Supplementary Memo by Ramboll ref. 1620004716 dated 12 June 2020
SHR-RMB-ZZ-GF-DR-C-03-000112 Rev. P03 Block E & F Proposed Surface Water Permavoid Layout Sheet 1 of 2 dated 20 July 2020
SHR-RMB-ZZ-GF-DR-C-03-000113 Rev. P03 Block E & F Proposed Surface Water Permavoid Layout Sheet 2 of 2 dated 20 July 2020
Once provided, the approved drainage shall be maintained as approved at all times thereafter.

(ii) In respect of Plots A, B, C, D, and G, each application for the approval of Reserved Matters shall be accompanied by a Sustainable Urban Drainage System (SuDS) report in respect of the relevant Plot which shall be submitted to the Local Planning Authority for approval in writing. The SuDS report shall be based on the principles of the approved Flood Risk Assessment ("Station Hill, Reading: Flood Risk Assessment", dated March 2013 by Waterman Transport and Development Limited, as appended to Environmental Statement by Waterman, October 2020) and integrated with the Landscaping Masterplan (required by Condition 9 above). The SuDS report shall include details of run-off rates (existing and proposed) and demonstrate how the detailed surface water drainage scheme shall be maintained and managed after completion of the development of that relevant Plot and calculations to demonstrate that surface water run-off will be controlled in accordance with

Date: **DRAFT**

DRAFT
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& Regulatory Services

DRAFT

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the approved FRA. The detailed surface water drainage scheme shall subsequently be implemented in accordance with the approved details before the relevant Plot is Occupied.

Reason: to ensure the final surface water drainage scheme is designed to prevent surface water flooding and to ensure the system is properly maintained for the lifetime of the development.
Policies: CC2, EN17, EN14, CC3

22. In respect of each Plot, each application for the approval of Reserved Matters shall be accompanied by details of habitat mitigation works for that Plot. The details shall include a report detailing the following habitat mitigation works which shall be submitted to and approved in writing by the Local Planning Authority under the Reserved Matters approval:
A. locations and specification for bird nesting habitats for Black Redstarts, Swifts, and where the Local Planning Authority deems appropriate, Peregrine Falcons.
B. specifications for green roofs and brown roofs (to be a minimum area of 25% of each Plot's roof area in the development), including their method of construction and landscaping on-going management for five years; and
C. details of the ground level planting scheme (demonstrating how it has been designed to maximise its benefit to wildlife within the context of the scheme).
The approved habitat mitigation works shall be provided prior to first Occupation of the relevant building/Plot and retained and maintained as approved at all times thereafter.

Reason: to ensure that a habitat which would be designed specifically for these birds is created/re-provided for within the development in the interests of biodiversity.
Policies: EN12, EN14

23. Concurrently with the submission of any Reserved Matters relating to the Car Park plot (Plot G), details of the landscaping scheme of a 'green wall' on the southern elevation of Plot G shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall provide full details of species, irrigation, timing of implementation and management/maintenance arrangements. The landscaping scheme shall be implemented as approved, retained and maintained in accordance with the approved details at all times thereafter.

Reason: in order to provide a high-quality finish to the southern elevation of the car park and to provide a suitable outlook to the residential block opposite (Plot F).
Policies: CC7, EN12, EN14, CR3

24. The Reserved Matters for Plot A (to the extent relevant to the subject matter of that Reserved Matters application) shall indicate a 'shoulder' set-back to upper floors within the principal façade on Greyfriars Road.

Date: **DRAFT**

DRAFT
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& Regulatory Services

DRAFT

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Reason: as the Design Codes and Parameter Plans would otherwise produce a structure which would be overly-dominant on Greyfriars Road, to the detriment of the streetscene and the residential amenity of residential properties on the western side of Greyfriars Road.
Policies: CC7, CR11, CR10

25. The development hereby approved shall not be carried except in accordance with the approved Site-wide Written Archaeological Scheme of Investigation (WSI), 'Station Hill Overarching Archaeological Written Scheme of Investigation ref. WIE14788-103-R-18-3-1-1-OWSI, Third Issue, dated November 2019, received 8 January 2020.

Reason: in the interests of protecting the archaeological heritage of the Borough.
Policies EN1, EN2

26. (i) No development shall be carried out within Plot F except in accordance with the approved 'Written Scheme of Investigation for Archaeological Evaluation: Plots E and F' ref. WIE114788-103-R-19-3-1-2-WSI, Fourth Issue dated November 2019, received 3 January 2020.

(ii) (PCD) No development (other than demolition above existing ground floor, or existing basement floor, slab level) shall commence on Plots A, B, C, D and G until an Written Archaeological Scheme of Investigation (WSI) to update the site-wide WSI, as necessary (to be approved by the Condition 25 above), has been submitted to and approved in writing by the Local Planning Authority. Thereafter, the development of the relevant Plot shall only take place in accordance with the approved Scheme.
Reason: in the interests of protecting the archaeological heritage of the Borough.
Policies: EN1, EN2

27. (i) (a) No development shall be carried out within Plot F except in accordance with Ground Investigation Report SHF-RAM-EB-XX-RP-G-00016 Revision C03 dated 26 February 2020; Factual Report on Ground Investigation ref. 34769 1of1 - C dated 26 February 2019 and Figure B (Figure B: Soil Analysis Plan) Issue 1 by Ramboll, received 20 March 2020 and associated email from Ramboll, received 19 March 2020.

(b) No part of the development hereby approved shall be first Occupied until a verification report has been submitted to and approved in writing by the Local Planning Authority demonstrating that the works set out in the remediation strategy in (a) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

(c) In the event that contamination not previously identified is found at any time when carrying out the approved development, development shall be halted on that part of the site and shall be reported in writing to the Local Planning Authority.
Following that an assessment of the nature and extent of contamination shall be undertaken and where remediation is necessary a remediation scheme, together with a timetable for its

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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implementation, shall be submitted to and approved in writing by the Local Planning Authority. The measures in the approved remediation scheme shall be implemented in accordance with the approved timetable. Following completion of measures identified in the approved remediation scheme, a validation report shall be submitted to and approved in writing by the Local Planning Authority.
The development of Plot F shall thereafter only be undertaken in accordance with the approved details in (a)-(c) above, as relevant, save to the extent that the Local Planning Authority approves any variation(s) to the approved details.

(ii)(PCD) No development (other than demolition above existing ground floor, or existing basement floor, slab level) shall commence within Plots A, B, C, D and G, until a scheme that includes the following components to deal with the risks associated with contamination of that Plot (whether or not it originates from the site/Plot) has been submitted to and approved in writing by the Local Planning Authority:

(a) A preliminary contaminated land risk assessment which has identified:
- all previous uses
- potential contaminants associated with those uses (extent, nature and scale of the contamination)
- a conceptual model of the site indicating sources, pathways and receptors; and
- potentially unacceptable risks arising from contamination at the site

(b) A site investigation scheme, based on the approved preliminary contaminated land risk assessment (a) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site, i.e.:
- human health
- property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes
- adjoining land
- groundwaters and surface waters
- ecological systems; and
- archaeological sites and ancient monuments;

(c) The results of the site investigation and detailed risk assessment referred to in (b) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken. The strategy shall include all works to be undertaken, proposed remediation objectives and remediation criteria, an appraisal of remedial options, and proposal of the preferred option(s), and a timetable of works and site management procedures. The strategy shall ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 and shall be suitable for its intended use after remediation.

DRAFT

Date: **DRAFT**

DRAFT
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& Regulatory Services

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(d) A verification report demonstrating that the works set out in the remediation strategy in (c) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

(e) In the event that contamination not previously identified is found at any time when carrying out the approved development, development shall be halted on that part of the site and shall be reported in writing to the Local Planning Authority.
Following that an assessment of the nature and extent of contamination shall be undertaken and where remediation is necessary a remediation scheme, together with a timetable for its implementation, shall be submitted to and approved in writing by the Local Planning Authority.
The measures in the approved remediation scheme shall be implemented in accordance with the approved timetable. Following completion of measures identified in the approved remediation scheme, a validation report shall be submitted to and approved in writing by the Local Planning Authority.
The development of the relevant Plot shall thereafter only be undertaken in accordance with the approved details in (a)-(e) above, as relevant, save to the extent that the Local Planning Authority approves any variation(s) to the approved details.

Reason: the submitted Environment Statement requires an intrusive site investigation which is in part related to previous potential contaminative uses of the site which have the potential to pollute soils and groundwater.
Policy: EN16.

28. (i) No building within Plot F shall be first occupied until the approved ground gas mitigation Scheme comprising Ground Ground Gas Assessment - Station Hill South Site Reading, ref. L1620004716 dated 22 February 2020; Figure A (Figure A: Gas Monitoring Locations) Issue 1 by Ramboll, received 20 March 2020 and associated email from Ramboll, received 19 March 2020; and Ground Investigation Report SHR-RAM-SB-XX-RP-G-00016 Revision C03 dated 26 February 2020, has been fully implemented (save to the extent that the Local Planning Authority approves any variation(s) to the approved Scheme). The Scheme shall be retained and maintained as approved at all times thereafter.

(ii) (PCD) No development (other than demolition above existing ground floor, or existing basement floor slab level) shall be commenced on any Plot until ground gas monitoring has been carried out within the application site by a suitably qualified person and a risk assessment and Scheme showing how that Plot is to be protected against any landfill gas identified has been submitted to and approved in writing by the Local Planning Authority. No occupation of any building within the Plot shall take place until the Scheme has been fully implemented as approved (save to the extent that the Local Planning Authority approves any variation(s) to the approved scheme), and the Scheme shall be retained and maintained as approved at all times thereafter.

Date: **DRAFT**

DRAFT
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Reason: to ensure that the details of the development are satisfactory to prevent the adverse effects of landfill gas, which could be a danger to the occupants of the development.
Policies: EN16

29. i) The foundation design for all buildings within Plot F shall be in accordance with the following approved details:
Foundation Works Risk Assessment SHR-RAM-SB-XX-RP-G-000017 C02 dated 4 December 2020
SHR-RMB-BN-FN-DR-S-03-000500 P02, South Site Pile General Arrangement dated 2 November 2020
SHR-RMB-ZZ-FN-DR-S-31-000411 P02, South Site Pile Schedule Sheet 01 dated 2 November 2020
SHR-RMB-ZZ-FN-DR-S-31-000412 P02, South Site Pile Schedule Sheet 02 dated 2 November 2020
SHR-RMB-ZZ-FN-DR-S-31-000413 P02, South Site Pile Schedule Sheet 03 dated 2 November 2020
SHR-RMB-ZZ-FN-DR-S-31-000414 P02, South Site Pile Schedule Sheet 04 dated 2 November 2020
SHR-RMB-ZZ-FN-DR-S-31-000415 P02, South Site Pile Schedule Sheet 05 dated 2 November 2020
SHR-RMB-ZZ-FN-DR-S-31-000416 P02, South Site Pile Schedule Sheet 06 dated 2 November 2020
SHR-RMB-ZZ-FN-DR-S-31-000417 P02, South Site Pile Schedule Sheet 07 dated 2 November 2020
SHR-RMB-ZZ-FN-DR-S-31-000418 P01, South Site Pile Schedule Sheet 08 dated 2 November 2020

ii) (PCD) No development (except demolition) shall be commenced within Plots A, B, C, D and G until a method statement for the foundation design for all buildings within that Plot has been submitted to and approved in writing by the Local Planning Authority. Such a statement shall seek to avoid piling or any other foundation designs using penetrative methods, as far as is possible/practicable. The foundation works shall only be carried out in accordance with the approved method statement, save to the extent that the Local Planning Authority approves any variation(s) to the approved statement.

Reason: The Site is potentially contaminated and is located over the chalk major aquifer. Piling at the site has the potential to mobilise contaminants into the chalk aquifer which would result in pollution of controlled waters and therefore agreement will only be given for piling in those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater quality.
Policy: EN16.

30. (PC) No demolition shall be carried out within any Plot until an updated bat survey has been undertaken (by an appropriately qualified ecologist, who is a member of CIEEM or an

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

Reading Borough Council
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equivalent institution with experience of undertaking bat surveys), and the results submitted to and approved in writing by the Local Planning Authority. Furthermore, should bats or evidence of bats be found, no demolition shall be carried out until any relevant licence(s) have been obtained from the Statutory Nature Conservation Organisation (currently Natural England) and a copy submitted to the Local Planning Authority. Should bats or evidence of bats be found, and the applicant considers that a licence for development works affecting bats is not required, the applicant shall submit a report to the Local Planning Authority detailing the reasons for this assessment and this report is to be approved in writing by the Local Planning Authority before demolition is carried out.

Reason: to ensure that bats, a material consideration, are not adversely affected by the development.
Policies: EN12

31. No demolition or site clearance shall take place within any Plot within the bird nesting season (mid-February to mid-September inclusive). If clearance within a Plot during the bird-breeding season cannot reasonably be avoided, a suitably qualified ecologist shall resurvey the areas within and adjacent to the Plot immediately prior to clearance within the Plot and advise whether nesting birds are present. If active nests are recorded, no works that could disturb the nest shall proceed until all young have fledged the nest and if a nest of a Peregrine Falcon, Swift or Black Redstart is found on a Plot, all works of demolition within a Plot or site clearance within a Plot which could disturb the nest shall cease until a method statement for undertaking the works on the Plot has been agreed with the Local Planning Authority. The works shall only be undertaken in accordance with the approved method statement, unless the Local Planning Authority approves any variation in writing.

Reason: to minimise the impact of the development on rare/protected bird species.
Policy: EN12

32. (PC) No demolition shall take place on any Plot until a Demolition Management Statement (DMS) for the relevant Plot has been submitted to and approved in writing by the Local Planning Authority, unless an alternative permission for that demolition has been granted by the Local Planning Authority. The DMS shall include:
A. The parking of vehicles and site operatives and visitors, to be shown on a Plan not less than 1:500 and to include the total amount of parked vehicles
B. Loading and unloading of plant and materials used in demolition of the development: areas to be shown on a plan not less than 1:500;
C. Storage of plant and materials used in demolition of the development: areas to be shown on a plan not less than 1:500;
D. The erection and maintenance of security hoarding (including decorative displays/murals/scaffolding if required);
E. Wheel washing facilities;

Date: **DRAFT**

DRAFT
Head of Planning, Development
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DRAFT

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F. Measures on-site to control the deposition of dirt/mud on surrounding roads during demolition;
G. Footpath Closures/Road Closures needed during demolition;
H. Traffic Management needed during demolition;
I. Times, routes and means of access into and from the site for demolition vehicle traffic and delivery vehicles (including the removal of any associated demolition waste from the site and methods of preventing deposition of materials on the public highway);
J. A commitment to regular meetings with the RBC Streetworks Co-ordinator;
K. A dust mitigation and monitoring scheme during demolition phases;
L. Controls on timing of operations (to include quiet periods);
M. External lighting;
N. A scheme for recycling/disposing of waste resulting from the demolition works;
O. Confirmation of external treatments (cleaning, render/brick repairs, graffiti removal, window and security measures) for any building within a relevant Plot which has not been demolished within one year after the first building on that Plot has been demolished;
P. Measures to control vermin during demolition works including capping off of redundant below ground sewers and other services.
The approved DMS for each Plot shall be adhered to throughout the development hereby permitted in respect of the Plot to which it relates, unless prior agreement has been received in writing from the Local Planning Authority.

Reason: in the interests of safety, dust and noise control, protecting the amenity of local land uses, neighbouring residents and highway safety/congestion.
Policies: EN16, EN17, CC8, TR3, EN15

33. (i) No development shall be carried out within Plot F except in accordance with the approved Construction Management Statement comprising:
Traffic Management & Logistics Plan RN: BO-JRLG-SM-HSP-PD-Z-0036 Rev.C06, received 15 July 2020;
Logistics Plan Drawing No. 04 - Rev.J dated 2 June 2020; and
Health and Safety Plan Rev. C11 - RN: BO-JRLG-SM-HSP-PL-Z-0001 dated 23 April 2020.

(ii) (PCD) No development (except for demolition works) shall take place within Plots A, B, C, D and G until a Construction Management Statement (CMS) for the Plot to which it relates has been submitted to and approved in writing by the Local Planning Authority. The CMS shall include:
A. The parking of vehicles and site operatives and visitors, to be shown on a Plan not less than 1:500 and to include the total amount of parked vehicles;
B. Loading and unloading of plant and materials used in constructing the development: areas to be shown on a plan not less than 1:500;
C. Storage of plant and materials used in constructing the development: areas to be shown on a plan not less than 1:500;

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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D. The erection and maintenance of security hoarding (including decorative displays/murals/scaffolding if required)
E. Wheel washing facilities
F. Measures on-site to control the deposition of dirt/mud on surrounding roads during construction
H. The method of piling (normally restricted to auger bored or hydraulic press)
I. Footpath Closures/Road Closures needed during construction
J. Traffic Management needed during construction
K. Times, routes and means of access into and from the site for construction traffic and delivery vehicles (including the removal of any associated construction waste from the site and methods of preventing deposition of materials on the public highway)
L. A commitment to regular meetings with the RBC Streetworks Co-ordinator
M. A dust mitigation and monitoring scheme during construction phases (to accord with paragraph 10.113 of the submitted Environmental Statement by Waterman Energy, Environment and Design, March 2013, as appended to Environmental Statement by Waterman, February 2019)
N. Controls on timing of operations (to include quiet periods)
O. External lighting
P. A scheme for recycling/disposing of waste resulting from the construction works
Q. Confirmation of external treatments (cleaning, render/brick repairs, graffiti removal, windows, and security measures) for any building within a relevant Plot which has not been demolished within one year after the first building on site has been demolished.
R. Measures to control vermin during demolition works including capping off of redundant below ground sewers and other services.
The approved CMS for the relevant Plot shall be adhered to throughout the development hereby permitted in respect of that Plot, unless prior agreement has been received in writing from the Local Planning Authority.

Reason: in the interests of safety, dust and noise control, protecting the amenity of local land uses, neighbouring residents and highway safety/congestion.
Policies: EN16, EN17, CC8, TR3, EN15

34. In relation to conditions 32 and 33 above relating to demolition and construction, a temporary parking area and turning space shall be provided on site at all times during the demolition and construction of Plots A, B, C, D and G, to the satisfaction of the Local Planning Authority, and shall be maintained concurrently with and for the duration of development of those Plots, in a position to be agreed, unless otherwise agreed in writing by the LPA.

Reason: to ensure the development is provided with adequate parking facilities during the construction period in order to minimise the incidence of roadside parking which could be a danger to other road users.
Policies: TR5, TR3

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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35. (i) The development of Plot F shall not be carried out except in accordance with approved Environmental Management Plan ref. BO-MID-EM-XX-FM-Z-0001_S1_C04, Rev: C08, dated 13 May 2020, received 14 May 2020

(ii) No development shall commence within Plots A, B, C, D and G until an Environmental Management Plan (EMP) (based on the recommendations in Chapter 6: Development Programme Demolition and Construction of the document, "Environmental Statement Volume 1", dated March 2013 by Waterman Group) as amended by Chapter 6 of "Environmental Statement Addendum - Volume 1, Main Text" dated February 2019 for that Plot has been submitted to and approved in writing by the Local Planning Authority, unless an alternative permission for demolition within the relevant Plot has been granted by the Local Planning Authority. The demolition and construction within the Plot shall thereafter only be undertaken in accordance with the approved EMP (which shall include noise control, hours of construction and demolition, and controlling exposure to contaminated land), unless the Local Planning Authority approves any variation to the approved details.

Reason: to ensure that the redevelopment of each Plot is undertaken in a way which minimises disturbance to residents and occupiers of other Plots within the development and surrounding existing residential and commercial land uses.
Policies: EN16, EN17, CC8, EN15

36. (PCD) No development (except demolition and groundworks) shall commence within a Plot until a Security/Anti-Crime Management Plan for that Plot in accordance with the 'Secured By Design' standard has been submitted to and approved in writing by the Local Planning Authority. The Security/Anti-Crime Management Plan for the Plot shall include:
A. Laminated external glazing with an emphasis on proximity to public realm
B. Emergency vehicle access (physical barriers and management)
C. Hostile vehicle mitigation measures
D. Location, surveillance and management of ATM cash-point and public toilet provision (if relevant).
E. Safe movement on shared surfaces such as Garrard Street
F. Policy regarding provision, location and management of litter bins
G. Defined extent of external café seating areas and alcohol-free zone status to include areas outside of defined external café seating areas.
H. Management of large crowds, i.e. Reading football and pop festival events
I. Appropriate robustness, safety and security of public art, water features and other potential targets for anti-social behaviour
J. Close liaison with other stakeholders and partner agencies in the preparation of operational requirements covering the use and technical compatibility for CCTV and patrolling of public areas including the proposed retail arcade and after retail hours
K. Secure (including visually-verified) access control arrangements for residential entrances and car parks, including secure mail delivery

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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L. The development to secure Secured by Design and Safer Parking Scheme compliance
M. Preparation of a comprehensive lighting strategy
N. Measures within the public realm to discourage anti-social behaviour, such as street drinking and skateboarding.
O. Lift access control and measures to ensure appropriate compartmentation between and across floors.
All approved measures within the Security/Anti-Crime Management Plan for the relevant Plot shall be provided before any of the buildings within a Plot are Occupied, or any public space within a Plot is brought into first use by the public (as appropriate), or in accordance with a timetable that shall first have been approved in writing by the Local Planning Authority, save to the extent that the Local Planning Authority approves any variation(s) to the approved details.

Reason: to reduce the opportunity for crime and the fear of crime through the creation of a safe and secure development which is overlooked, inviting and which also reduces opportunities for major security incidents.
Policies: CC7, CR11, CR3

37. No dwelling/building hereby permitted shall be occupied until the vehicle access serving it has been constructed in accordance with the details approved pursuant to Condition 1 of this permission.

Reason: in the interests of road safety.
Policies: TR1, TR3

38. No Plot shall be first Occupied before a scheme for the connection and potential improvements to the existing water supply, drainage and sewerage systems in respect of that Plot has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented as approved, unless the Local Planning Authority approves any variation to the approved details. Furthermore, no Occupation of buildings or public realm approved by this permission on any Plot shall occur until the approved scheme for improvements of the existing water/sewage system has been completed, unless the Local Planning Authority approves any variation to the approved details.
The development shall be retained and operated only in accordance with the approved scheme at all times thereafter.

Reason: to ensure that suitable capacity is provided within water, drainage and sewerage infrastructure.
Policy: EN16.

39. No residential units within Plot F shall be Occupied until the Council has been notified in writing of the full postal addresses of the units within the relevant Plot(s). Such notification shall be addressed to the Head of Planning, Development and Regulatory Services, Reading

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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Borough Council, Floor 1, Civic Offices, Bridge Street, Reading, RG1 2LU, quoting the planning application reference specified in this Decision Notice.

Reason: in order that the Council can update its records to ensure that parking permits are not issued to the occupiers of the new residential units hereby approved, and thus 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: TR5

40. Prior to any agreement being entered into for a new Occupation of, or transfer of any interest in, the residential units hereby approved, the prospective occupier/transferee shall be informed of the prohibition on entitlement to a car parking permit. All material utilised for advertising or marketing the residential units for letting or sale shall make it clear to prospective tenants and occupiers that no parking permit will be issued by the Council to occupiers of the residential units.

Reason: in order that the prospective occupiers are made aware of the fact that they will not be 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 Central Reading area.
Policy: TR5

41. No approved building containing residential units within any Plot shall be first Occupied until all approved private amenity areas (including balconies) or approved communal amenity areas, as appropriate, for that building have been completed and made available for use. Or in accordance with a timetable for phased provision that shall first have been approved in writing by the Local Planning Authority. All amenity areas shall be retained and maintained as approved for the use of occupiers of the related dwellings at all times thereafter.

Reason: to ensure a satisfactory standard of amenity space is provided for the residents of the residential dwellings.
Policies: CR6, CC8, H10.

42. **(PCD)** No development shall be commenced (except demolition and groundworks) within Plot F before details of a sound attenuation scheme informed by an assessment of the current noise environment, 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 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 do not exceed 45dB LAmax for bedrooms within any dwelling. Where opening windows will lead to an internal noise level increase of 5 dBA or greater above BS 8233:2014 recommended

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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. The development shall not be carried out other than in accordance with the approved scheme which shall be completed before the building to which it relates is first occupied, unless the Local Planning Authority otherwise agrees in writing. The scheme shall be retained and maintained as approved at all times thereafter.

Reason: to protect the amenity of residents of the proposed properties from surrounding noise sources.
Policies: EN16, CC8

43. No commercial uses within any Plot shall be first Occupied until details of how service vehicle hours/waste arrangements to the relevant Plot are to be managed shall be submitted to and approved in writing by the local planning authority. Commercial servicing for the development shall take place in accordance with the approved details, save to the extent that the Local Planning Authority approves any variation(s) to the approved details.

Reason: to ensure that residents are not adversely affected by delivery noise and in the interests of the safety and convenience of all highway users.
Policies: EN16, CC8, TR3

44. Notwithstanding Condition 43 above, no commercial deliveries/waste management operations to Plots D, F or G shall occur outside the following hours: 0800-2200 hours Mondays-Saturdays and 1000-1800 hours on Sundays and Bank/other holidays.

Reason: to protect the amenities of residential properties within and adjacent to the development from disturbance from servicing.
Policies: EN16, CC8, TR3

45. No non-residential floorspace within Plots D, F or G shall be first Occupied until details of the proposed hours of use of all non-residential units within the Plot have been submitted to and approved in writing by the Local Planning Authority. The development shall be retained and operated only in accordance with the approved details at all times thereafter.

Reason: in the interests of the residential amenity of the occupiers of the residential dwellings within Plot F and other neighbouring residential properties.
Policies: EN16, CC8

46. No later than three months following first Occupation of any non-residential floorspace within a Plot hereby approved, or in accordance with a timetable that shall have been approved in writing by the Local Planning Authority prior to first occupation of any non-

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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residential floorspace, a copy of a Final BREEAM Certificate for that floorspace, (in accordance with the BREEAM Sustainability Standard following a post-construction stage review carried out by a licensed assessor), shall be submitted to the Local Planning Authority. The certificate shall demonstrate that the development has attained as a minimum the standard set out in the Interim BREEAM Certificate submitted pursuant to condition 19 attached to this permission.

Reason: to ensure an adequate standard of environmental sustainability in conjunction with other measures secured under this permission.
Policies: CC2, CC3, CC4

47. No building within any Plot shall be first-Occupied until details of all proposed external lighting for the visual enhancement, and safe functioning, of all buildings and public realm within that Plot has/have been submitted to and approved in writing by the Local Planning Authority. The details shall include details of visual effects, lamps, cowls, height, and luminance/lux levels and lighting times, together with a timetable for provision. The lighting shall be installed, maintained and operated in accordance with the approved details and timetable, unless the Local Planning Authority approves any variation(s) to the approved details.

Reason: in the interests of the amenities of the development, minimising general light pollution, safety in the public realm and residential amenity.
Policies: CC7, EN16, CR3, CC8

48. No mechanical plant, including kitchen extraction plant, shall be installed at any time until a noise assessment of the proposed mechanical plant has been submitted to and approved in writing by the Local Planning Authority. The assessment shall be carried out in accordance with BS4142:2014 methodology. The predicted specific sound level (LAeq,TR) (with reference to BS4142) as measured at a point 1 metre external to the nearest noise-sensitive facade shall be at least 10dB below the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The predicted rating level, LAr,Tr (specific sound level plus any adjustment for the characteristic features of the sound) as measured at a point 1 metre external to the nearest noise-sensitive façade (habitable window of a dwelling) shall not exceed the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The plant shall thereafter only be installed in accordance with the assessment and shall thereafter be maintained so that it operates to the same standard.

Reason: to safeguard the amenities of adjoining residential properties and premises and the wider area.
Policies: EN16, EN17

Date: **DRAFT**

DRAFT
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& Regulatory Services

DRAFT

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49. No flues, extraction or ventilation equipment shall be installed at any time until an Odour Risk Assessment and full details of the equipment have been submitted to and approved in writing by the Local Planning Authority. The details shall include height and location of all external chimneys/other plant, noise specifications, odour and smoke control equipment, and maintenance plans and schedules. The equipment shall not be installed except in accordance with the approved details and shall be retained and maintained as approved at all times thereafter.

Reason: to protect the amenity of neighbouring residents and occupiers of the development.
Policies: CC7, EN16, CR10, CC8

50. No materials or green waste produced as a result of the clearance of any Plot or demolition works or construction works associated with the development of any Plot hereby approved shall be burnt on site.

Reason. In the interests of air quality and neighbouring amenity.
Policies: CC5, CC8, EN16.

51. In respect of each Plot, the development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) ("Station Hill, Reading: Flood Risk Assessment", dated March 2018 by Waterman Transport and Development Limited as appended to, and as amended by Environmental Statement Addendum by Waterman, October 2020) and the following mitigation measures detailed within the approved FRA:
A. Limiting the surface water run-off generated by the 1 in 100 year critical storm with an allowance for climate change so that it will not exceed the run-off from the undeveloped site and not increase the risk of flooding off-site; and
B. The inclusion of green roofs and permeable paving within the detailed surface water drainage scheme.

Reason: To minimise flood risk arising from the development.
Policy: EN18.

52. No development within any Plot hereby approved shall include any uncontrolled infiltration of surface water drainage into the ground, other than as approved by this permission or by details to have been submitted before the commencement of any Plot within any Reserved Matters application, unless Local Planning Authority approves any variation(s) to the approved details.
Reason: as the site investigation required under Conditions 27, 28 and 29 of this planning permission may indicate areas where such filtration is not acceptable and in order to ensure that there is no resultant unacceptable risk to controlled waters/groundwater quality.
Policy EN16

Date: **DRAFT**

DRAFT
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DRAFT

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53. Notwithstanding Schedule 2, Part 16 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), no telecommunications equipment permitted by Part 16 (masts, aerials, antennas, cabins, dishes, etc.) shall be installed or otherwise provided on any building within the development.

Reason: (a) as no details have been supplied in this outline application (b) to ensure that any such equipment is necessary and integrated successfully within the design of the development and (c) in the interests of residential/visual amenity.
Policies: CC7, CR10

54. In relation to the amount of retail floorspace (Gross External Area), the following minimum retail (Use Class E (a),(b) and (c)); Drinking establishments (*sui generis*) and Hot food takeaways (*sui generis*)) floorspace shall be provided per Plot:
Plot B: not less than 250 sqm;
Plot C: not less than 800 sqm;
Plot D: not less than 250 sqm;
Plot F: not less than 350 sqm;
Plot G: not less than 800 sqm.

Reason: to ensure a suitable retail presence within the active frontage and to ensure a suitable mix of uses across the plots.
Policies: CC7, CR11, CR7

55. Notwithstanding the Drinking Establishment (*sui generis*) uses hereby permitted and notwithstanding the provisions of Article 3 and Schedule 2 of The Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), at least one retail unit within the permitted (Use Class E (a), (b) and (c)); Drinking establishment use (*sui generis*) and Hot food takeaway use (*sui generis*)) floorspace hereby permitted shall not be used for any purpose other than as a *sui generis* Drinking Establishment use of not less than 150 sq.m. Net Internal Area.

Reason. To ensure that the development replaces or enhances services and amenities lost as a result of development.
Policy: RL6

56. Notwithstanding the approved Design Codes (Condition 3), the design codes shall not prohibit the use of coloured cladding on any Plot.

Reason. This is an overly restrictive element of the Codes.
Policies: CC7, CR11, CR10

57. [Deleted]

Date: **DRAFT**

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DRAFT

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58. There shall be no openings (doors, windows, etc.) within the end flank south elevation on Plot F (return onto Merchants Place)(i.e. the east elevation of Plot F fronting Merchants Place) .

Reason. In the interests of neighbouring amenity and so as not to prejudice delivery of development within the Station Area.
Policies: CC7, CR11, CC8

59. No building within an approved Plot shall be first occupied until all hard and soft landscaping works relating to that Plot have been carried out in accordance with the details approved pursuant to this permission and the Reserved Matters approved pursuant to this permission; or in accordance with an alternative timetable that shall have been approved in writing by the Local Planning Authority prior to first occupation of the building.

Reason: To ensure an appropriate standard of landscaping and public realm in the interests of the character of the area and the amenity of users of the site.
Policies: CC7, CC7, EN14, CR11, CR2, CR3

60. No building within any Plot hereby permitted shall be first occupied until a landscaping management plan, including long term objectives, management responsibilities and maintenance schedules for all landscaped areas within that Plot has been submitted to and approved in writing by the Local Planning Authority. The landscape management plan shall be carried out as approved at all times thereafter.

Reason: to ensure the long term management and maintenance of landscaped areas on the site.
Policies: CC7, EN38, CR11, CR2, CR3.

61. No building within any Plot hereby permitted shall be first occupied until details of refuse and recycling bin stores for that building have been submitted to and approved in writing by the Local Planning Authority. The details shall include measures to prevent pests and vermin accessing the bin stores. The approved bin stores, including pest and vermin control measures, shall be provided in accordance with the approved details prior to first Occupation of the building, or in accordance with a timetable that shall first have been approved in writing by the Local Planning Authority, and shall not be used for any purpose other than bin storage at all times thereafter.

Reason: To ensure that adequate provision is made for the storage and collection of refuse.
Policies: CC5, TR3

62. All planted materials provided pursuant to this permission shall be maintained for five years and any trees or plants removed, dying, being severely damaged or becoming seriously

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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diseased within 5 years of planting shall be replaced with others of similar size and species to those originally required to be planted.

Reason: in the interests of the character and appearance of the new development.
Policies: CC7, EN38, CR11, CR2, CR3.

63. No gym use (Class E, or ancillary to other use) shall be commenced until a detailed Scheme to control airborne and structure-borne noise resulting from the gym use, to include a floating floor and other mitigation as necessary, has been submitted to and approved in writing by the Local Planning Authority. The Scheme shall be implemented as approved before the gym use is commenced and retained and maintained as such at all times thereafter.

Reason. To adequately control noise specifically associated with gym uses in the interests of the amenity of surrounding residents and other users of the site.
Policies: CC8, EN16, EN17, CR10

64. No construction, demolition or associated deliveries shall take place outside the hours of 0800hrs to 1800hrs Mondays to Fridays, and 0900hrs to 1300hrs on Saturdays, and not at any time on Sundays and Bank or Statutory Holidays without prior written approval from the Local Planning Authority.

Reason: to protect occupiers of nearby properties from unreasonable disturbance from works connected with implementing this permission.
Policy: CC8

65. No building within any Plot hereby permitted shall be first occupied until a Signage Strategy for that building has been submitted to and approved in writing by the Local Planning Authority. No signage shall be provided otherwise than in accordance with the approved Strategy at all times thereafter, unless otherwise agreed in writing by the Local Planning Authority.
Reason: To ensure a coordinated approach to securing appropriately designed signage in the interests of the appearance of the development and the visual amenity of the surrounding area.
Policies: CC7, CR11, CR2, OU4.

66. No residential floorspace within the development hereby permitted shall be first-Occupied, or part thereof in accordance with a timetable for phased provision where approved in writing by the Local Planning Authority prior to first occupation, until written documentary evidence has been submitted to, and approved in writing by, the Local Planning Authority demonstrating that the floorspace has achieved a minimum of a 35% improvement in the dwelling emission rate over the target emission rate, as defined in The Building Regulations for England Approved Document L1A: Conservation of Fuel and Power in New

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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Dwellings (2013 edition) when using "SAP10" carbon factors (0.233kg/kwh). Such evidence shall be in the form of an As Built Standard Assessment Procedure, produced by an accredited energy assessor.

Reason: to ensure an adequate standard of environmental sustainability in conjunction with other measures secured under this permission.
Policies: CC2, H5.

67. (PCD) i) Details and samples of the types of materials to be used in the construction of the external surfaces of the development hereby permitted shall be submitted for approval concurrently with the submission of details pursuant to the Appearance Reserved Matter for each Plot.
ii) No development shall take place within any Plot, (except demolition, groundworks, and internal framework where this does not form part of the external surfaces of the development), until full details and samples of the materials to be used in the construction of the external surfaces of the development permitted within that Plot, including hard surfacing and other hard landscaping materials, have been submitted to and approved in writing by the local planning authority and the materials shall be in accordance with those approved pursuant to the Appearance Reserved Matter pursuant to part (i) of this condition. The development shall be carried out and thereafter maintained in accordance with the details approved pursuant to this condition, unless otherwise agreed in writing by the Local Planning Authority.

Reason: i) To ensure that the nature, quality and visual effect of materials is considered at an early stage in the design process and ii) to ensure high quality materials and detailing is secured and implemented. In the interests of high quality design and the character of the area.
Policies: CR11, CR2, CC7, EN1.

68. (i) No development shall be carried out within Plot F except in accordance with the detailed scheme for Air Quality Mitigation contained within Air Quality Assessment ref. WIE14788-100-R-24.1.2-AQ dated January 2020 and subsequent Briefing Note ref. WIE14788-106-BN-24.3.1.AQ dated 15 June 2020. The development shall be maintained in accordance with the approved scheme at all times thereafter.

(ii) (PCD) No development shall be commenced on Plots A, B, C, D and G (except demolition and groundworks) until a detailed scheme demonstrating sufficient mitigation to protect the occupiers of the new dwellings hereby approved from poor air quality, to include mechanical ventilation and filtration as appropriate, has been submitted to and been approved in writing by the Local Planning Authority. The scheme shall be implemented as approved prior to Occupation of any part of the development and retained and maintained as approved at all times thereafter.

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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Reason: to protect the health of future occupants of the proposed development.
Policies: CR6, EN15.

69. (i) No development shall be carried out within Plot F except in accordance with the submitted air quality Mitigation Plan comprising mitigation measures detailed in approved Air Quality Assessment WIE14788-100-R-24.1.2-AQ dated January 2020 and subsequent Briefing Note ref. WIE14788-106-BN-24.3.1.AQ dated 15 June 2020. The mitigation measures shall be maintained in accordance with the approved Mitigation Plan at all times thereafter.

(ii) (PCD) No development shall be commenced on Plots A, B, C, D and G (except demolition and groundworks) until an Air Quality Assessment to determine the impact of the development of those Plots on local air quality has been submitted to and approved in writing by the Local Planning Authority. The Assessment shall use a full dispersion model to predict the pollutant concentrations at the building façade of nearby affected sensitive receptors for the proposed year of Occupation as well as any impacts during the development phase. Where the Assessment identifies an impact on air quality, a Mitigation Plan demonstrating sufficient mitigation to prevent negative impact on air quality and including a timetable for implementation shall also be included. The development shall not be carried out except in accordance with the approved Mitigation Plan at all times thereafter.

Reason: to ensure that the proposed development does not result in harmful impacts in terms of air quality.
Policies: CR6, EN15.

70. No part of the development within Plot F shall be first Occupied until details of how car parking spaces are to be allocated and distributed to residents of Plot F have been submitted to and approved in writing by the local planning authority. The car park shall not be used except in accordance with the approved details, unless otherwise agreed in writing by the local planning authority.

Reason: To ensure an appropriate distribution of parking spaces between residents.
Policies: TR1, TR5.

71. No dwelling within any Plot shall be first occupied until details of an electric vehicle (EV) charging Scheme comprising a layout plan and detailed specification for a minimum of ten percent of all vehicle parking spaces within that Plot to be provided with electric vehicle charging points, and a further ten percent of spaces provided with cabling and other supporting infrastructure reasonably required to enable EV charging points to be fitted, has been submitted to and approved in writing by the Local Planning Authority.

The Scheme for that Plot shall be fully provided in accordance with the approved details prior to first occupation of any dwelling within the Plot, or in accordance with a timetable for

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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phased provision that shall have been agreed with the Local Planning Authority prior to first occupation.

The spaces shall be maintained for vehicle charging in accordance with the approved Scheme at all times thereafter.

Reason: In the interests of environmentally sustainable transport.
Policies: TR1, TR5

72. Notwithstanding the plans hereby approved no vehicle access shall be permitted into the site from Friar Street at any time (except emergency vehicles).

Reason: to avoid conflict between vehicles and pedestrians and in the interests of highway safety.
Policies: TR1, TR3.

INFORMATIVES

1. 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.

2. In accordance with Article 35 (DMPO 2015) some conditions have been highlighted ("PC") to make clear that they require approval from the Local Planning Authority before any development begins (or "PCD" where demolition or other works are excluded). 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.

3. 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.

4. 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

5. 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

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory Services

DRAFT

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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.

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

7. 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 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

8. The occupiers of the residential units 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.

9. For the purposes of the interpretation of the conditions, "Occupation" and "Occupied" means beneficial occupation for the purposes permitted by the planning permission of any Building or Plot and shall not mean occupation for the purposes of construction, completion, fitting out, and/or marketing.

DRAFT

Date: **DRAFT**

DRAFT
Head of Planning, Development
& Regulatory 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.

DRAFT

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.

DRAFT

Appendix D – Cast Consultancy Document dated 15 December 2020

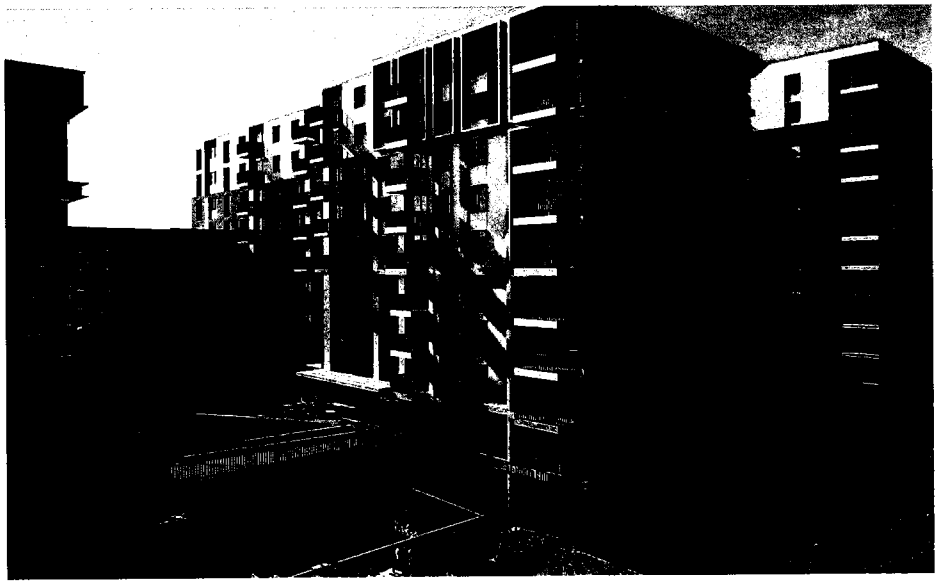
Cast

REAL ESTATE & CONSTRUCTION CONSULTANCY

Lincoln MGT | Station Hill, Reading

Cycle Route - Greyfriars Road

15/12/2020



CAST REAL ESTATE & CONSTRUCTION CONSULTANCY

24-28 Hatton Wall, Black Bull Yard, London, EC1N 8JH
cast-consultancy.com

[redacted]

Lincoln MGT | Station Hill Reading

Cycle Route - Greyfriars Road - Summary Sheet

December 2020

Ref	Description	Total Cost	Comments
1	Cycle Route - Phase 2	£85,861	On cost included in the rates
2	Cycle Route - Phase 3	£26,830	
		£112,691	

Basis

- Stantec - 44470-5502-TA-01C
- Stantec - 44470-5502-TA-02D

Notes

- All costs are provisional pending further design information/detail
- All costs exclude VAT
- All costs exclude inflation and are based 4Q 2020

Lincoln MGT | Station Hill, Reading
Cycle Route - Greyfriars Road
December 2020

Cast

Ref	Brief / Specification	Qty	Unit	Rate	Total	Notes / Comments
	Phase 2					
1	Remove existing Greyfriars Road marking	1	item	£2,500	£2,500	
2	Inset pavers to shared pedestrian and cycle area to Station Plaza	6	nr	£1,500	£9,000	
3	Finger posts to shared pedestrian and cycle area to Station Plaza	6	nr	£750	£4,500	
4	Make good existing carriage way - Greyfriars Road	1	item	£13,000	£13,000	
5	Cycle lanes to Greyfriars Road; painted surface	566	m2	£20	£11,327	
6	Cycle lanes to Greyfriars Road; White line marking	566	m2	£10	£5,664	
7	Cycle lanes to Garard Street; White line marking	200	m2	£10	£2,000	
8	3nr speed bumps removed and made good	3	nr	£1,200	£3,600	
9	2nr speed bumps installed and resurfaced	2	nr	£2,200	£4,400	
10	Installation of Proposed Narrowing Option 2	1	item	£12,500	£12,500	
11	New advanced cycle stop lanes; painted surface	59	m2	£20	£1,180	
12	New advanced cycle stop lanes; White line marking	59	m2	£10	£590	
13	Upgrades to the existing traffic system including the introduction of an induction loop for cycle lanes	1	item	£10,000	£10,000	Provisional allowance
14	Appropriate signage generally	1	item	£5,000	£5,000	
15	Additional line marking; Keep clear sign	1	item	£600	£600	
	Phase 2 Sub-total				**£85,861**	
	Phase 3					
16	Appropriate signage generally	1	item	£2,500	£2,500	
17	Amend kerb line to Northern end of Greyfriars road; add new kerb including drop kerb and tactile paving	27	m	£220	£5,940	
18	New raised crossing for cyclist and pedestrian safety at the junction of Greyfriars Road and Garard Street	53	m2	£180	£9,540	
19	Raised cycle crossing on Greyfriars Road for entrance to Phase 3	26	m2	£180	£4,680	
20	Shared footway/ cycle lane; painted surface	139	m2	£20	£2,780	
21	Shared footway/ cycle lane; white line marking	139	m2	£10	£1,390	
	Phase 3 Sub-total				**£26,830**	
	TOTAL:				**£112,691**	

Appendix E – Framework Travel Plan



STATION HILL, READING
TRAVEL PLAN

March 2013

Sackville Developments (Reading) Limited (SDRL)

Peter Brett Associates
Transport

Sackville Developments (Reading) Limited

Station Hill, Reading

Site-Wide Framework Travel Plan

Project Ref: 16996 010

Doc Ref: FTPv1.0

March 2013

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Document Control Sheet

Project Name: **Station Hill, Reading**

Project Ref: **16996/010**

Report Title: **Site-Wide Framework Travel Plan**

Doc Ref: **FTPv1.0**

Date: **March 2013**

	Name	Position	Signature	Date
Prepared by:	Edward Wheeler Alex Rathbone	Graduate Transport Planner Assistant Transport Planner	EW AR	March 2013
Reviewed by:	Sarah Matthews	Divisional Director	SM	March 2013
Approved by:	Scott Witchalls	Partner	SW	March 2013
For and on behalf of Peter Brett Associates LLP				

Revision	Date	Description	Prepared	Reviewed	Approved

Peter Brett Associates LLP disclaims any responsibility to the Client and others in respect of any matters outside the scope of this report. This report has been prepared with reasonable skill, care and diligence within the terms of the Contract with the Client and generally in accordance with the appropriate ACE Agreement and taking account of the manpower, resources, investigations and testing devoted to it by agreement with the Client. This report is confidential to the Client and Peter Brett Associates LLP accepts no responsibility of whatsoever nature to third parties to whom this report or any part thereof is made known. Any such party relies upon the report at their own risk.

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Contents

1 Introduction **1**
1.1 Context 1
1.2 Objectives 2

2 Transport Planning Policy and Best Practice **3**
2.1 Introduction 3
2.2 Summary 3

3 Existing Accessibility **4**
3.2 Site Location 4
3.3 Walking and Cycling 4
3.4 Public Transport 5
3.5 Highway Access 9
3.6 Accessibility to Local Amenities and Facilities 11
3.7 Summary 13

4 Future Accessibility **14**
4.1 Introduction 14
4.2 Rationale 14
4.3 Reading Station Redevelopment Project 14
4.4 South Western Interchange 15

5 Access Strategy and Parking **16**
5.1 Access Strategy 16
5.2 Parking 17

6 Travel Plan Management **18**
6.1 Approach 18
6.2 Site Travel Plan Co-ordinator 18
6.3 Occupier Travel Plan Co-ordinators 19
6.4 Funding and Handover 20

7 Action Plan **21**
7.1 Introduction 21
7.2 Measures to Promote and Encourage Walking and Cycling 21
7.3 Measures to Promote and Encourage Public Transport Use 21
7.4 Measures to Promote and Encourage Car Sharing 22
7.5 Parking Measures 22
7.6 General Measures to Promote Sustainable Travel 22
7.7 Implementation Plan 23

8 Targets and Monitoring **27**
8.1 Targets 27
8.2 Monitoring 29

Tables

Table 3-2: Key Rail Destinations 8
Table 5-1: Proposed and Assessed Parking Allocation 17
Table 7-1: Implementation Strategy 24
Table 8-1: Interim Targets 27

Figures

Figure 3-1: Site Location Plan 4
Figure 3-2: Reading Central Bus Stop Locations and Services 7
Figure 3-3: Existing Vehicle Access (Strategic Network) 9
Figure 3-4: Existing Vehicle Access (Local Network) 11
Figure 3-5: Pedestrian Accessibility 12
Figure 3-6: Cycling Accessibility 13
Figure 5-1: Access Strategy 16
Figure 8-1: FTP Monitoring Regime 29

1 Introduction

1.1 Context

1.1.1 Peter Brett Associates LLP (PBA) has been commissioned by Sackville Developments (Reading) Ltd (Sackville) to develop a site-wide Framework Travel Plan (FTP) in support of the proposed mixed used development at Station Hill, Reading.

1.1.2 The site, both currently and historically, has accommodated a number of different land uses including: various mixed retail uses – within the Friars Walk Arcade and Station Hill Frontage (the majority of which are now closed); a restaurant; food outlets; a bingo hall (now closed); Garrard Street public car park; a public house (now closed); and the old bus depot (temporarily in use).

1.1.3 Planning permission is sought for the following maximum land uses: up to 122,000m^2 of B1 office use (GEA); up to 13,500m^2 of A1-A5 retail uses, up to 2,200m^2 of D2 leisure use; and up to 300 residential dwellings.

1.1.4 Given the location of the site in Central Reading, adjacent to the town's main transport interchanges, the scheme is inherently sustainable. It is, however, recognised that proposed redevelopment should seek to maximise the opportunity to reduce the need to travel, especially by car.

1.1.5 The Department for Transport (DfT) in its recent report 'Good Practice Guidelines - Delivering Travel Plans through the Planning Process' (2009) defines a travel plan as "a long-term management strategy for an occupier or site that seeks to deliver sustainable transport objectives through positive action and is articulated in a document that is regularly reviewed".

1.1.6 The document also identifies that a FTP is an appropriate tool for large mixed-use developments with multiple occupants or mixed classes. A FTP differs slightly from a standard travel plan, in that it is formulated in the period prior to occupation. Whereas the general land uses within the site are known, the specific demographic and geographic profile of residents, employees and visitors travelling to/from the proposed redevelopment site are not known. As such, this FTP sets out a theoretical and practical framework for managing travel demand and includes a range of measures recommended to achieve its objectives.

1.1.7 This FTP will form the basis upon which the occupants will prepare in detail their own travel plans as appropriate, which is discussed in more detail in Section 6.

1.2 Objectives

1.2.1 The objectives of this FTP are to achieve:

- A framework for the promotion of sustainable travel to/from the proposed redevelopment
- Establish a series of measures to manage single car occupancy to the proposed redevelopment site by residents, employees and visitors
- A feasible on-going coordination process to ensure that the initiatives and their impacts are maintained and monitored
- To contribute local sustainable transport objectives, and in particular to contribute to the overall accessibility of the proposed redevelopment site
- Ensure that residents, employees and visitors to/from the proposed redevelopment site has appropriate accessibility to local services.

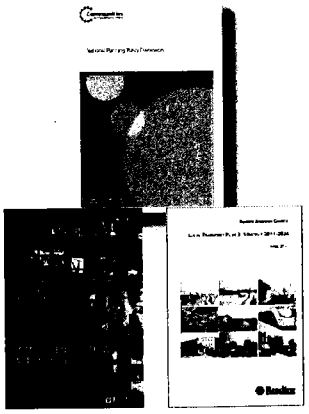
2 Transport Planning Policy and Best Practice

2.1 Introduction

2.1.1 This section provides an overview of the current national and local government policies that have and will continue to inform the development of this FTP. These policies will influence development and implementation of the FTP.

National Planning Policy

- National Planning Policy Framework (Department for Communities and Local Government, 2012).
- Highways Agency Circular 02/2007: Planning and the Strategic Road Network (Highways Agency, 2002).

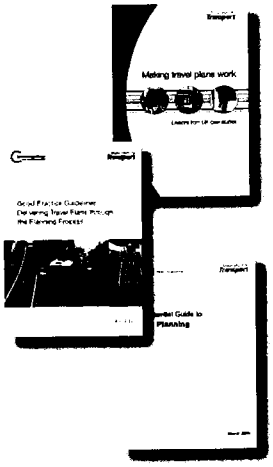


Local Planning Policy

- Core Strategy (adopted in 2008)
- Reading Central Area Action Plan (adopted in 2009)'
- Local Transport Plan 3 (2011 – 2026)' (2011)
- Station Hill South Planning and Urban Design Brief (2006)

Other Travel Planning Best Practice

- Smarter choices – Changing the Way We Travel (DfT, 2004).
- Making Personal Travel Planning Work: Research Report (DfT, 2007).
- The Essential Guide to Travel Planning (DfT, 2007).
- Good Practice Guidelines: Delivering Travel Plans through the Planning Process (Department for Transport and Department for Communities and Local Government, 2009).



2.2 Summary

2.2.1 Following a review of national and local policy it can be concluded that the FTP for Station Hill will play an integral part in achieving national and local transport objectives. The measures and strategies outlined within this FTP document will be targeted towards reducing congestion by reducing the need to travel and promoting alternative sustainable modes of travel from the outset.

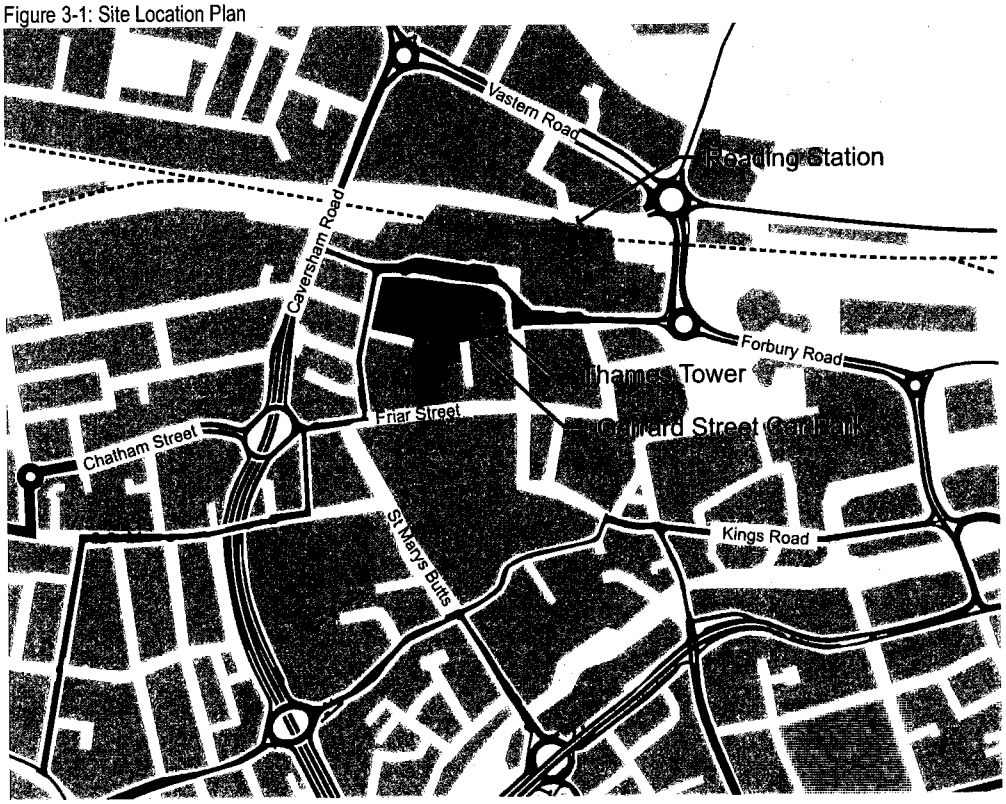
3 Existing Accessibility

3.1.1 In order to understand the existing site location, all of the current site travel opportunities have been reviewed to determine the potential modes of travel available to all users of the proposed redevelopment.

3.2 Site Location

3.2.1 The Station Hill site is situated directly south of Reading Station and the south western Interchange and to the north of the town centre's retail core. The site is bordered by Station Hill immediately north, Garrard Street and Friar Street to the south, and Greyfriars Road to the west. The location of the site is provided in **Figure 3-1**.

Figure 3-1: Site Location Plan



3.3 Walking and Cycling

3.3.1 Given the town centre location, the site has good pedestrian facilities from all routes feeding the site with generally wide footways on both sides of the carriageway with standard street lighting. At the time of writing, the new interchange at Station Hill was under construction, but this will be completed prior to occupation of any of the proposed buildings.

3.3.2 The site is located within close proximity of the Reading Town Centre Cycle Route and routes R1 (M4 J11, Madejski Stadium and Green Park and Kennet Island) and the R10 (Whitley to Reading). Reading Town Centre Route also links the site with routes:

- R2 - Lower Earley, Reading University and Redlands to Central Reading;
- R3 – Bulmershe, Palmer Park and Newtown to Central Reading
- R5 – Tilehurst Station, The West Village and Oxford Road to Reading Town Centre
- R6 –Meadway, Southcote and Coley Park to Central Reading;
- R20 – Winnersh, Earley, Reading University and Redlands to Central Reading;
- R30 – Wokingham Road, Palmer Park and Thames Valley University to Central Reading; and
- R50 – Tilehurst Village, Meadway, Prospect Park and Oxford Road to Reading Town Centre

3.3.3 NCN route 4 is a short distance from the site providing access to between Reading and Basingstoke, Newbury and Bath. This route also provides access to surrounding the residential areas such as Whitely Wood, Southcote, Caversham and Woodley.

3.4 Public Transport

3.4.1 Public transport is important in providing sustainable means of travel to local leisure, retail, education and employment opportunities. Reading benefits from an excellent bus and rail network, directly opposite and adjacent to the Station Hill site.

Bus Services

3.4.2 Given its central location, the Station Hill site is extremely well served by the local bus service network providing public transport connections between the site and much of the Reading area. Within 'Guidelines for Providing for Journeys on Foot' published in 2000 by the Institution of Highways and Transportation, it is recommended that in Town Centres an acceptable walking distance towards a bus stop would be 400 metres. A summary of the bus stops located within the recommended maximum walking distance of 400 metres is detailed in the **Table 3-1**.

Table 3-1: Local Bus Services

Route / Operator	Details	Approximate Frequency (mins)			
		Monday – Friday Peak	Monday – Friday Off Peak	Saturday	Sunday
1 Reading Buses	Newbury – Thatcham - Reading	30 mins	30 mins	30 mins	60 mins
2 Reading Buses	Peppard Common – central Reading – Mortimer	30 mins	30 mins	60 mins	60 mins
2A Reading Buses	Peppard Common – Central Reading - Mortimer	35 mins	30 mins	60 mins	60 mins
5 Reading Buses	Reading Station – Northumberland Avenue	15 mins	10 mins	20 mins	40 mins
6 Reading Buses	Reading Station – Whitley Wood	20 mins	10 mins	40 mins	60 mins
9 Reading Buses	Central Reading - Shinfield Park - Whitley Wood	20 mins	10 mins	20 mins	30 mins
11 Reading Buses	Reading – Coley Park	20 mins	20 mins	30 mins	60 mins
13 Reading Buses	Woodley Airfield – Reading Station	30 mins	30 mins	30 mins	60 mins
14 Reading Buses	Reading Station – Woodley Colemansmoor Road	30 mins	30 mins	30 mins	30 mins
15 Reading	Tilehurst – Dee Road – Reading	25 mins	30 mins	30 mins	30 mins

Buses	Station				
16 Reading Buses	Purley – Reading Station	30 mins	30 mins	30 mins	N/A
16a Reading Buses	Central Reading - Overdown Road	15 mins	15 mins	15 mins	30 mins
17 Reading Buses	Wokingham Road - Reading - Oxford Road - Tilehurst	7-8 mins	10 mins	10 mins	20 mins
18 Reading Buses	Reading Station – Calcot Sainsbury	N/A	N/A	55 mins	N/A
19 Reading Buses	Reading Station – RBH – Woodley – Lower Earley Asda	40 – 60 mins	60 mins	30 mins	N/A
19A Reading Buses	Reading Station – Woodley – Lower Earley Asda	40 – 60 mins	60 mins	10-30 mins	N/A
20 Reading Buses	Reading Station – Lower Earley	30 mins	30 mins	60 mins	N/A
20A Reading Buses	Reading Station – Lower Earley	30 mins	30 mins	50 mins	N/A
21 Reading Buses	Reading Station – Lower Earley (Easington Drive)	15 mins	15 mins	15 mins	30 mins
22 Reading Buses	Caversham Heights - Reading	30 mins	30 mins	30 mins	60 mins
23 Reading Buses	Caversham Park - Reading	15 mins	15 mins	15 mins	60 mins
24 Reading Buses	Emmer Green - Reading	20 mins	30 mins	30 mins	60 mins
26 Reading Buses	Reading Station – Calcot Sainsbury's	12 mins	12 mins	20 mins	60 mins
27 Reading Buses Evening only	Friar Street – Amersham Road	N/A	30 mins	30 mins	60 mins
28 Reading Buses	Emma Green – Reading – Tilehurst - Purley	N/A	N/A	N/A	N/A
28A Reading Buses	Emmer Green - Reading	120 mins	N/A	N/A	N/A
29 Reading Buses	Friar Street – Amersham Road	N/A	30 mins	30 mins	60 mins
33 Reading Buses	Reading Station – Tilehurst Triangle – Westwood Glen	10 – 15 mins	15 mins	30 mins	30 mins
X39/X40 Thames Travel	Oxford – Wallingford - Reading	30 mins	30 mins	30 mins	60 mins
40 Reading Buses	Reading Station - Kennet Island	30 mins	No Service	No Service	No Service
41 Reading Buses	Station - Kennet Island - TESCO Napier Rd	No Service	30 mins	30 mins	No Service
72 Fleet Buzz	Reading station – Aldershot Bus Station	10 mins	60 mins	60 mins	N/A
82 Fleet Buzz	Reading – Swallowfield – Yateley - Farnborough	100 mina	60 mins	N/A	120 mins
82/82K Reading Buses	Reading Station - Swallowfield	N/A	N/A	N/A	120 mins
126 Thames Travel	Wokingham – Twyford - Reading	N/A	N/A	N/A	N/A
127 Thames Travel	Maidenhead – Twyford – Reading	120 mins	120 mins	N/A	N/A
128 Thames Travel	Wokingham – Twyford - Reading	35mins	60 mins	60 mins	N/A
129 Thames Travel	Wokingham – Twyford - Reading	N/A	60 mins	N/A	N/A
190 First in Berkshire & The Thames Valley	Reading – Wokingham - Bracknell	15-25 mins	20 mins	30 mins	60 mins
N5 Reading Buses	Reading station – Whitley Wood – Kennet Island – Reading Station	N/A	N/A	N/A	N/A
N21Reading Buses	Reading Station – Lower Earley – Woodley – Reading Station	N/A	N/A	N/A	N/A
N23 Reading	Central Reading – Caversham Park	N/A	N/A	N/A	N/A

Buses	- Emmer Green - Central Reading				
N26 Reading Buses	Reading Station – Calcot Sainsbury's	12 mins	12 mins	12 mins	30- 60 mins

3.4.3 Based on the above, it is evident that the site benefits from excellent access to a wide choice of bus services due to its close proximity to the town centre bus stops, providing the opportunity for a significant level of trips to be accommodated by bus. Approximately 100 buses per hour serve the area around the development site in the peak hours.

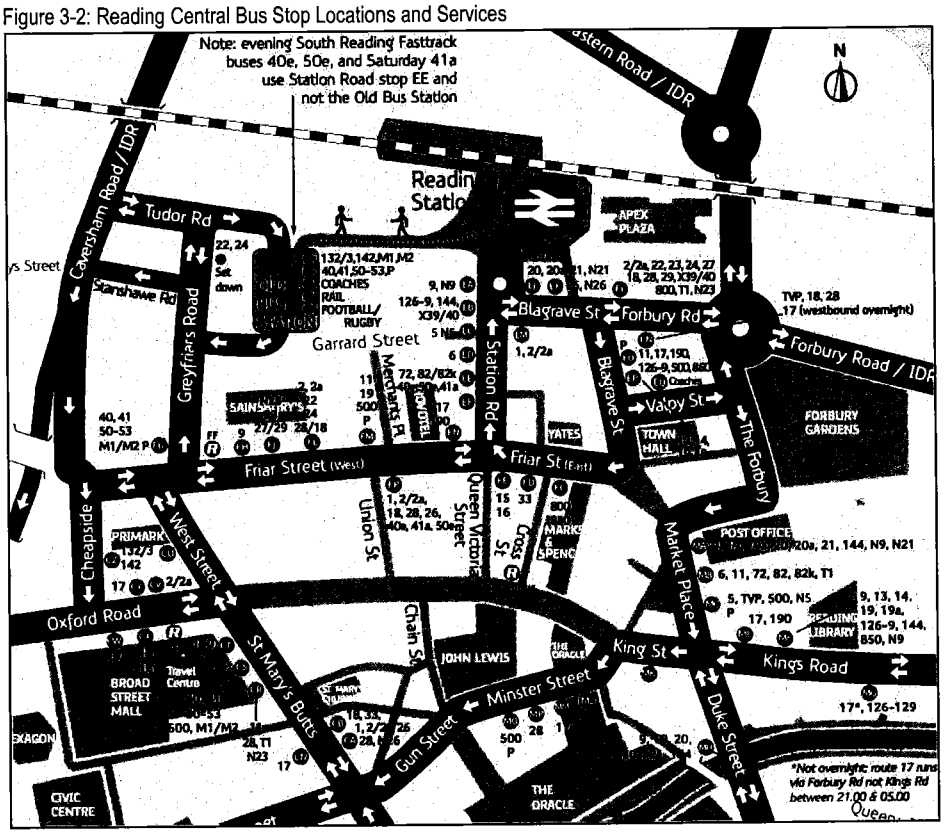
3.4.4 There are also a number of strategic bus routes (including the 'Fasttrack', 'Daytrack' and 'Nighttrack' services) that operate along the A33 corridor between Green Park, the Madejski Park and Ride and Reading International Business Park (RIBP) from the interchange area adjacent to Reading Station, old bus depot located within the site below the bingo hall and bus stops located throughout the town centre. The main interchange area is located close to the site to the east on Station Road and Forbury Road adjacent to Reading Station.

3.4.5 There is an additional 'Fasttrack' service which provides a connection between the site and the Park and Ride site at Loddon Bridge to the east of the town centre as well as to the Madejski Stadium. Stewarts Coaches operates services between the town centre and Thames Valley Park. Direct and frequent services operate along these routes.

3.4.6 The 'Rail-Air' Link, located outside Reading Station, provides a frequent coach service to and from Heathrow Airport.

3.4.7 The location of the site in context to the town centre bus stops is highlighted on **Figure 3-2**.

Figure 3-2: Reading Central Bus Stop Locations and Services



Source: http://www.reading-buses.co.uk [accessed 01/03/2012]

Rail Services

3.4.8 Reading railway station is located directly opposite the site. This proximity will encourage people to use train travel as a sustainable mode of travel to work. Reading station offers a frequent service to a wide range of destinations across the country.

3.4.9 Reading Railway Station is served by a number of lines, the main one being the Great Western Main Line which runs east–west from London Paddington to the east and Didcot, Swindon, Bristol, Bath and South Wales to the west. The Westbury Line also extends west from Reading and diverts from the GWML via Newbury, Taunton and the South West.

3.4.10 Other main lines connect Reading with Oxford, Birmingham, the North of England and Scotland to the north and Basingstoke, Winchester, Southampton and Bournemouth to the south. The Waterloo line also connects Reading with Guildford, London Waterloo and London Gatwick Airport.

3.4.11 A summary of some of the key destinations served from the station, along with the service frequency and journey time, is provided within the table below.

Table 3-2: Key Rail Destinations

Destination	Services per hour		Journey time (mins)
	Peak	Off-Peak	
Maidenhead	5	4	14
Slough	4	4	14
Basingstoke	3	3	22
Oxford	4	4	23
London Paddington	10	8	27
London Waterloo	4	2	85
Swindon	5	4	27
Southampton	2	2	56
Bath	2	2	58
London Gatwick	5	3	85
Cardiff	2	2	95
Birmingham	2	2	97

Source: http://nationalrail.co.uk [accessed 01/03/2012]

3.4.12 From **Table 3-2** it can be seen that the site is extremely well connected to a number of key conurbations via the rail services. The site is particularly well connected to central London, with up to 10 services per hour provided with the journey time to London Paddington being just 27 minutes.

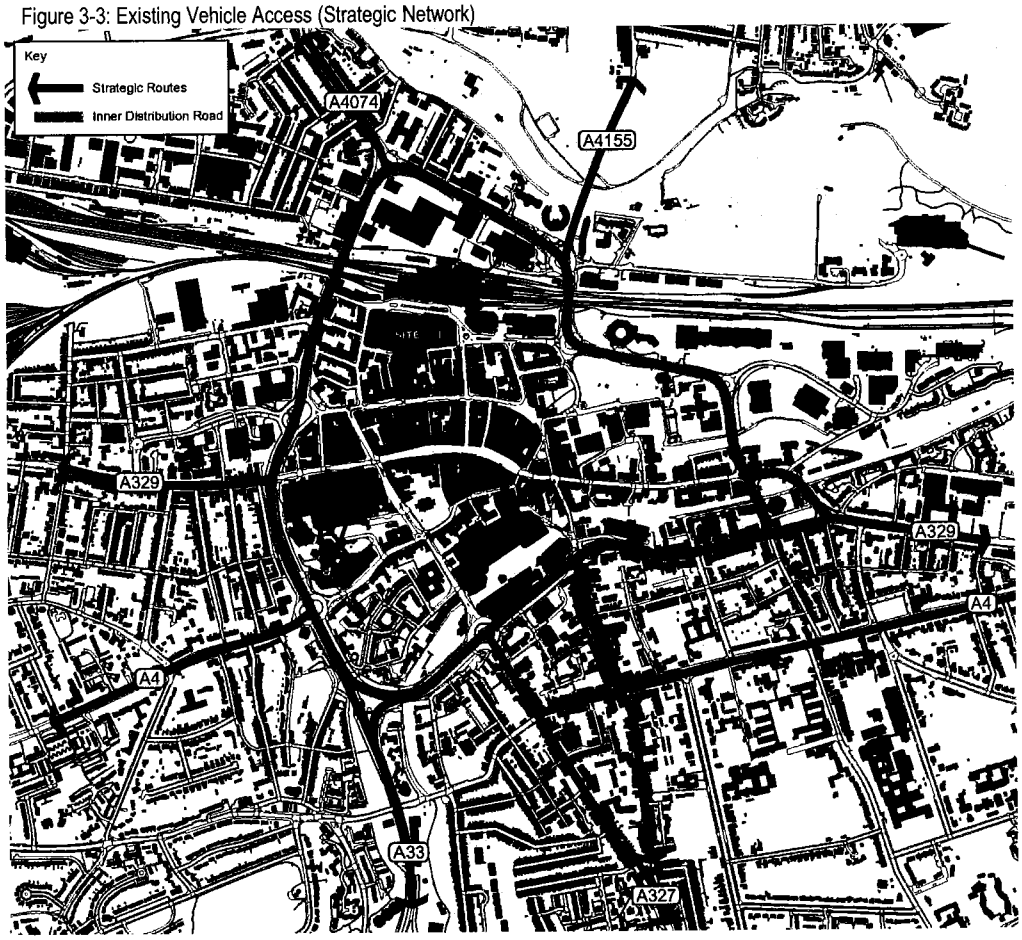
3.5 Highway Access

3.5.1 The existing highway access routes (to the Station Hill site) in a strategic context are shown in **Figure 3-3** below. This shows the strong links to the strategic road network, such as the IDR and a number of radial routes to/from Reading Town Centre.

3.5.2 The principal vehicle routes to the site are via Reading's Inner Distributor Road (IDR). The IDR is for the most part a dual, two lane orbital route which provides the following connections into Reading town centre:

- North: Via Reading and Caversham Bridges;
- East: Via the A329 Kings Road and the A4 London Road;
- South: Via the A33, leading to Junction 11 of the M4; and
- West: Via the A4, the junctions with A4155 Castle Hill and the A329 Chatham Street.

Figure 3-3: Existing Vehicle Access (Strategic Network)



3.5.3 There are two existing points of access to the site from the wider area. The first is from the Tudor Road / IDR (Caversham Road) to the north. The second is via Greyfriars Road, which is a one-way street and provides access for vehicles from the south. Greyfriars Road is reached from the grade separated Chatham Street roundabout.

3.5.4 All vehicles have to exit the site via the Tudor Road junction with the IDR (Caversham Road). Drivers wishing to travel north must perform a U-turn at the Chatham Street roundabout. The Stanshawe Road junction with the IDR is restricted to bus, taxi and cycle movements only.

3.5.5 Vehicular access from the east is effectively restricted to bus, taxis and cycle access only where Forbury Road meets the access road to the eastern Station drop off area.

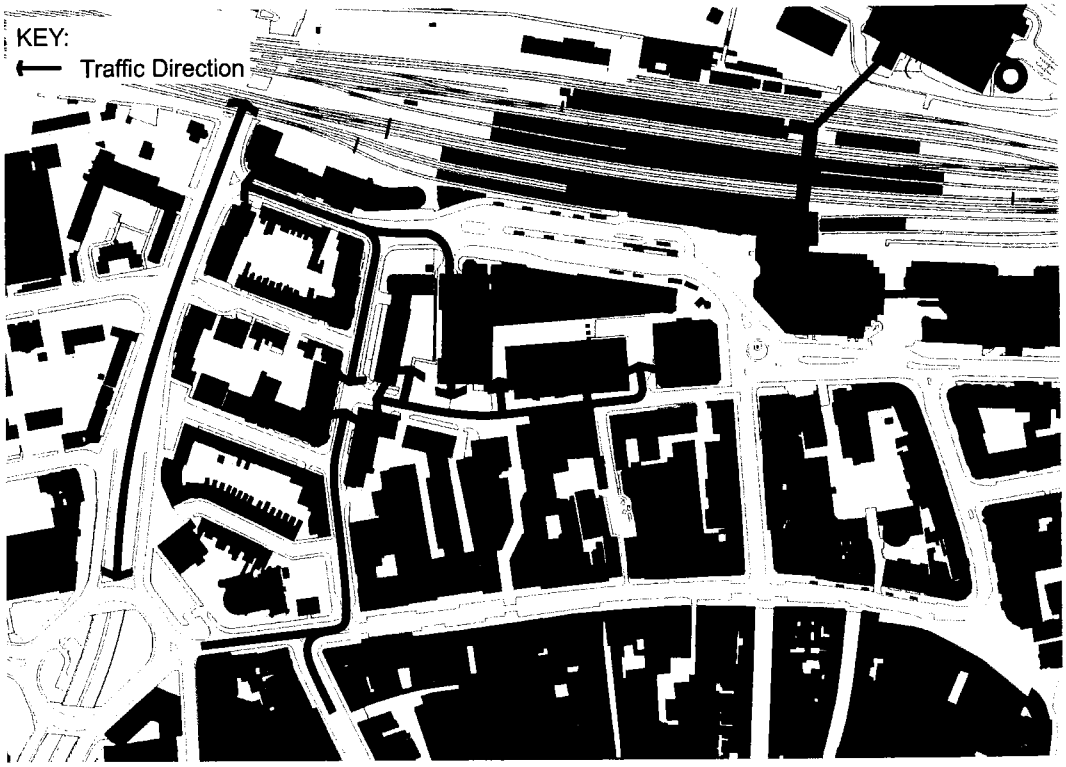
3.5.6 Garrard Street is located to the south of the main part of the Station Hill site and provides vehicular access to the existing mix of land uses within the Station Hill site. Through movement between Greyfriars Road and Station Road is not possible for general traffic. Taxis are currently permitted to exit Greyfriars Road onto Station Road as part of the taxi queuing arrangement for the taxi rank outside the Station. The queuing of taxis along Garrard Street is a temporary arrangement that is being utilised while the station improvement works are taking place. The taxis will be relocated to the station interchanges once the improved interchange areas are completed

3.5.7 There are currently five vehicle access points provided into the Station Hill site, four are located on Garrard Street and one from Station Hill. The existing accesses currently serve:

- The Garrard Street multi-storey National Car Parking (NCP) car park in the east of the Site;
- A separate egress to the Garrard Street car park, forming the access to the servicing and delivery area for Thames Tower adjacent to the east of the Site;
- An access/egress to the Western Tower car park in the west of the Site; and
- An access/egress to the Xafinity House office buildings situated on the western side of the Site; and
- An access into the old bus depot is located from Station Hill with an access out of the depot on to Garrard Street.

3.5.8 The existing local highway access routes to and from the site are shown in **Figure 3-4**.

Figure 3-4: Existing Vehicle Access (Local Network)



3.6 Accessibility to Local Amenities and Facilities

3.6.1 The distances people are prepared to walk or cycle to destinations are dependent on local circumstances such as; desirable and safe routes, ease and number of road crossings, weather conditions and the purpose of the trip. People are often prepared to walk further as part of a journey to work than say a main shopping trip, although the nature of an industrial employment use and it's dependency on operational vehicles often dictates how employees travel to/from work.

3.6.2 **Table 3-3** shows the suggested acceptable walking distances for pedestrians without mobility impairment, for some common trip purposes.

Table 3-3: Suggested Walking Distances and Times

Definition	Town Centres		Commuting/School		Elsewhere	
	Metres	Minutes	Metres	Minutes	Metres	Minutes
Desirable	200	2.5	500	6.25	400	5
Acceptable	400	5	1000	12.5	800	10
Preferred Maximum	800	10	2000	25	1200	15

Source: Providing for Journeys on Foot (Institute of Highways and Transport, 2000)

3.6.3 From the above guidance, it is evident that the preferred maximum walking distance to a workplace is 2.0 kilometres.

3.6.4 The Local Transport Note (LTN) 1/04 – 'Policy, Planning and Design for Walking and Cycling' states: "there are limits to the distances generally considered acceptable for utility walking and cycling. The mean average length for walking journeys is approximately 1 kilometres (0.6 miles) and for cycling, it is 4.0 kilometres (2.4 miles), although journeys of up to three times these distances are not uncommon for regular commuters. The distances people are prepared to walk or cycle depends on their fitness and physical ability, journey purpose, settlement size, and walking/cycling conditions".

Walking Accessibility

3.6.5 The Station Hill site benefits from exceptionally good walking connections due to its central location within Reading Town Centre. All of the town centre amenities and shops are within a 15 minute walk of the site as shown in **Figure 3-5.**

Figure 3-5: Pedestrian Accessibility



Cycling Accessibility

3.6.6 Cycle isochrones radiating from the Station Hill site are shown in **Figure 3-6**. This assumes a cycle speed of 16 kilometres per hour.

Figure 3-6: Cycling Accessibility



3.6.7 **Figure 3-4** demonstrates that almost the entire Reading area is within a 20 minute cycle ride of the Station Hill site, making cycle trips to/from the site a realistic mode of travel for a large number of people.

3.7 Summary

3.7.1 The site has very good connections to Reading's excellent public transport network in addition to Reading's pedestrian and cycle networks. These effective levels of connectivity will create an efficient and diverse transport system and should help to encourage sustainable travel behaviour in conjunction with this FTP.

4 Future Accessibility

4.1 Introduction

4.1.1 This section describes the rationale and the approach taken to ensure that the Station Hill development is integrated with the wider transport strategy.

4.2 Rationale

4.2.1 The rationale that underpins the transport proposals for Station Hill has been based on the concept of a Transport Development Area – a high density mixed use development located in a highly accessible area. The approach has been to ensure that the development can work in and take advantage of these very high accessibility levels at Reading Station, whilst providing sufficient flexibility to support emerging longer-term transport proposals. In essence this approach has been based around the following:

- Placing Reading Station at the heart of the access and movement strategy and integrating the development with the station
- Working with RBC on the development of the South Western Interchange proposals and the associated improvements planned for the streets in the station area.

4.2.2 In addition, the Station Hill scheme has been designed to integrate with wider interchange and public realm proposals being promoted by RBC. These proposals will provide a series of high quality streets and squares and will help to strengthen the north-south axis linking the River Thames, station area and central Reading.

4.3 Reading Station Redevelopment Project

4.3.1 Reading's Railway Station is undergoing a £850m transformation, with significant track, platform and concourse improvements to improve rail capacity and passenger facilities.

4.3.2 RBC has been working closely with local stakeholders and Network Rail (NR) to deliver a series of phased high quality improvements to the local transport network to integrate the re-development into the town centre environment. These improvements comprise three multi-functional transport interchanges around the station area.

4.3.3 These plans cover three separate areas or quarters around the station (northern, south-eastern and south-western) and a number of additional streets in the wider town centre. Each of these quarters will provide interchange facilities for pedestrians, cyclists, buses, taxis, short term/longer stay/drop off car parking.

4.3.4 The changes required for each of these quarters are being driven by different factors, as follows:

- The changes proposed in the northern quarter are being driven by and will take advantage of a new northern station entrance.
- The changes in the south-eastern quarter which has been delivered included more bus stops/facilities and an enhanced public realm.
- The changes proposed in the south-western quarter are being driven by the creation of a new southern station entrance, Station Hill and the reduction in the size of the bus/taxi provision and an improved drop off/pick up interchange area than previously located on Station Hill.

4.3.5 The first phase (south east quarter and town centre roads) was completed in May 2011 and involved closing the main vehicle route past the front of the station to improve passenger transit, enhance integration and facilitate works to the new station.

4.3.6 The works on the second phase (northern interchange) are currently underway and due to be operational for buses and taxis in July 2013. The improvements will enhance the approach and access to the station from the north. The scheme comprises: new taxi provision, bus stops, enhanced pedestrian routes, cycle parking, cycle hire and enhanced public realm.

4.3.7 The works on the third phase (south west quarter) are currently underway and due for completion in 2014. The new subway route for pedestrians is now open.

4.3.8 The applicant, Sackville and their team has been working with NR and RBC to ensure that the development proposals are well integrated with the wider station plans. This has been particularly important for the schemes that RBC/NR have been developing for the southern station entrance.

4.4 South Western Interchange

4.4.1 As discussed above RBC is promoting a scheme that will re-configure the existing south-western interchange area adjacent to the Station Hill site. This scheme forms part of an area plan of improvements to local transport interchange and the public realm around the station and Station Hill site.

4.4.2 The changes proposed in the South-western quarter are also being driven by the desire to have better north-south linkages under the railway (through a newly opened public route that is associated with the new southern and northern station entrances) and better connections through the Station Hill development to Friar Street. The plans for the south-western quarter include the reconfiguring and lowering of the existing Station Hill (or south-western) interchange and enhancements to Greyfriars Road and its junction with Tudor Road.

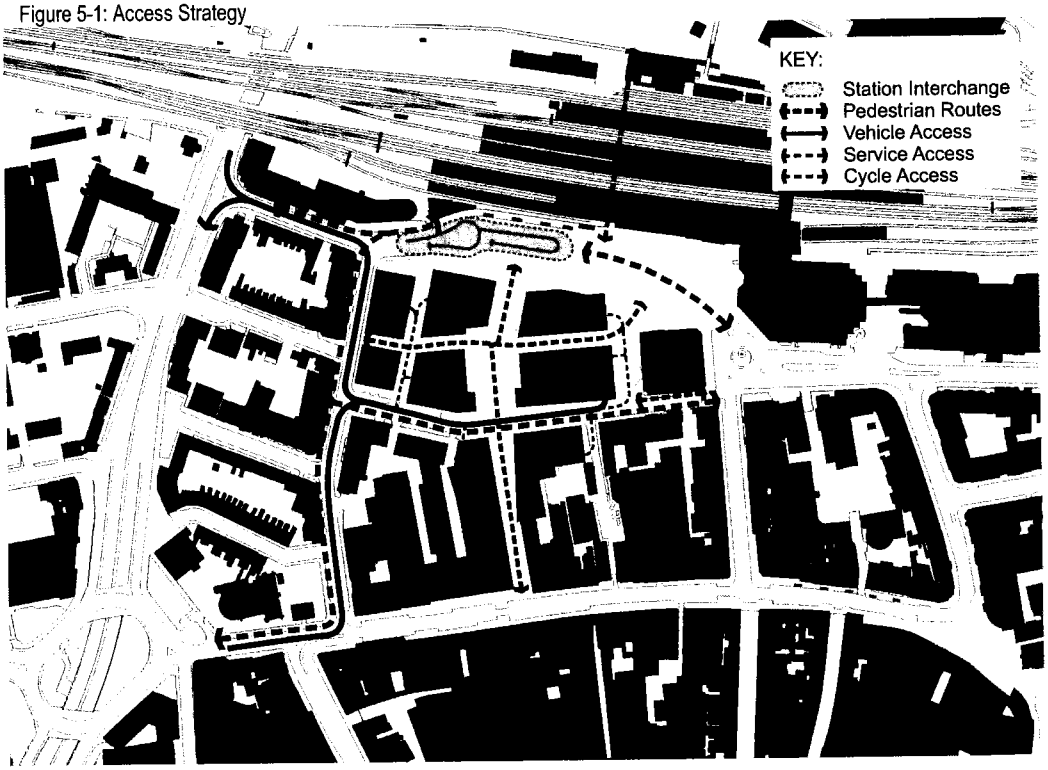
4.4.3 As with the station proposals, the applicant, Sackville and their team has been working with RBC to ensure that the development proposals join with the south-western interchange plans.

5 Access Strategy and Parking

5.1 Access Strategy

5.1.1 **Figure 5-1** shows the proposed access strategy to the proposed redevelopment site and the adjacent transport proposals discussed in Section 4.

Figure 5-1: Access Strategy



5.1.2 Pedestrian access will be gained via Friar Street, Garrard Street, Greyfriars Road and Station Hill/Station Square. Connections within the development site will improve pedestrian integration between Friar Street, Station Hill and the railway station. These enhanced connections support RBC's aspirations to improve pedestrian linkages over the railway line, which is highlighted within the RCAAP and LTP3.

5.1.3 The development proposals are based upon the principle of creating a new primary pedestrian street that runs through the Station Hill site linking Reading Station and Friar Street. Linkages are also made to the lowered station interchange and Greyfriars Road. These enhanced connections have been designed to support the aspirations to improve pedestrian linkages across the railway line; an issue highlighted in RCAAP and LTP3. The creation of a new southern station entrance and public square has also formed an important element in the design and layout of the buildings and streets in the Station Hill scheme.

5.1.4 Access for vehicles travelling from the south would be via the IDR roundabout with Chatham Street onto Friar Street. From Friar Street, vehicles would proceed along Greyfriars Road and into Garrard Street.

5.1.5 Access to the Station Hill site for vehicles travelling from the north will be via the IDR (Caversham Road) junction with Tudor Road, proceeding on to Greyfriars Road and into Garrard Street.

5.1.6 All vehicles leaving the site will travel via the IDR (Caversham Road) junction with Tudor Road. Vehicles travelling north will U turn at the Chatham Street/IDR roundabout.

5.2 Parking

5.2.1 Up to 1,000 parking spaces are proposed within the development. The allocation of this parking provision for each land use is summarised in **Table 5-1**.

Table 5-1: Proposed and Assessed Parking Allocation

Land Use	Parking Allocation	Parking Ratio
Office (B1a)	415	1 space per 250m^2
Residential (C3)	150	0.5 spaces per unit
Public Car Parking Spaces	255	
Provision for Thames Tower	180	20% of total parking in MSCP
Total	1000	

5.2.2 The development proposals will look to maximise the potential for cycle travel to and from the Station Hill site. This will be achieved by the provision of up to 650 total cycle parking spaces for residents within the development, commercial users and those associated with the retail and leisure activities.

6 Travel Plan Management

6.1 Approach

6.1.1 This FTP will form the basis upon which the occupants will prepare in detail their own travel plans as appropriate. These documents would take into account their own specific travel planning requirements, for example arising from differing working practices and operations.

6.1.2 The form of these documents will either be a Travel Occupier Statement (TOS) or an Occupier Travel Plan (OTP) based on the DfT requirements outlined in **Table 6-1**.

Table 6-1: Requirements for Travel Occupier Statement or Occupier Travel Plan

Land Use	Travel Occupier Statement	Occupier Travel Plan
A1 Food Retail	>250<800m^2	>800m^2
A1 Non-Food Retail	>800<1500m^2	>1500m^2
A2 Financial and Professional Services	>1000<2500m^2	>2500m^2
A3 Restaurants and cafés	>300<2500m^2	>2500m^2
A4 Drinking establishments	>300<600m^2	>600m^2
A5 Hot-food takeaway	>250<500m^2	>500m^2
B1 Business	>1500<2500m^2	>2500m^2
C3 Dwelling houses	>50 <80 units	>80 units
D2 Assembly and leisure	>500<1500m^2	>1500m^2

6.2 Site Travel Plan Co-ordinator

6.2.1 Sackville will appoint an external consultant (specialising in FTP implementation) to undertaken the role of Site Travel Plan Co-ordinator (STPC). The appointment of a STPC will commence on occupation of the first building and the appointment will remain in place until full occupation or until responsibilities have been transferred to Occupier Travel Plan Co-ordinators (OTPC).

6.2.2 The STPC will be responsible for overseeing the implementation of the FTP based on this initial document including the promotion of its contents to prospective occupiers. The FTP is the responsibility of the STPC. The STPC will contact RBC to advise that work has commenced on delivering the FTP. The obligation to deliver a TOS/OTP under the 'umbrella' of this FTP will form part of the sales/lease agreement for the B1 office; A1-A5 retail uses, D2 leisure use and up to 300 residential dwellings.

6.2.3 Some of the key responsibilities of the STPC are set out below but these will be reviewed on a regular basis:

- Undertaking the role of Residential Travel Plan Co-ordinator and producing a Residential Travel Plan for implementation, monitoring and maintaining at the residential development on site.
- Meet with the individual occupiers to ensure an integrated approach to accessibility for as well as other nearby similar developments.
- Ensuring that each occupier has appointed an Occupier Travel Plan Co-ordinator (OTPC) (discussed in further detail in Section 7) and prepared a TOS/OTP under the 'umbrella' of this FTP;
- Ensuring that each of the OTPC has introduced each employee to their respective TOS/OTP.

- Ensuring that each OTPC complies with the travel planning standards and conditions and also meets specific targets;
- Ensuring that as a minimum biennial travel surveys are produced and provided to each OTPC. All the OTPC's will work with the STPC to collect the data;
- Organising Personal Travel Planning programmes and the preparation of personalised Travel Welcome Packs and a generic Travel Welcome Pack;
- Managing any contractual agreements with organisations such as Liftshare, any car club, or any additional third party service providers associated with the site.
- The STPC will also act as a point of information and guidance in raising awareness of workplace travel issues through e-mails, newsletters, memos, leaflets, special activities, promotions, and reinforcing annual activities such as 'In Town Without My Car', 'National Bike Week' and 'National Walk Week'.
- Analysing the results of travel surveys and liaising RBC to discuss the results against the targets set.
- Ensuring that targets are being met and if they are not being met, how they may be addressed through an agreed mitigation package with RBC.

6.2.4 After full occupation of the development, the STPC will liaise RBC to reach agreement that the day to day responsibility for travel planning for the development will pass to the OTPC's working in conjunction with the appropriate officers at RBC.

6.3 Occupier Travel Plan Co-ordinators

6.3.1 Prior to the occupation of each building, any occupier will be required to name an OTPC whose details will be provided to RBC within 3 months of occupation of the site. An OTPC will remain in position for as long as the occupier is on the site. The role of the OTPC will most likely be be a part-time role undertaken by an existing employee who will be responsible for assisting the STPC implement the FTP.

6.3.2 If an OTPC is not named until after occupation, a representative (such as a senior manager) shall act as the main contact until the OTPC is in place. The representative will be responsible for distributing the Travel Welcome Packs to all employees prior to their first day at work.

6.3.3 Some of the key responsibilities of the OTPC's are set out below but these will be reviewed on a regular basis:

- To promote and guide the development of their respective TOS/OTP within the FTP;
- To advise employees in all matters relating to sustainable travel including providing information on public transport, cycling and walking;
- Obtain current network, timetable and fare information from the STPC and ensure this is made readily available to employees;
- To encourage employees living in close proximity to the site to walk or cycle to work;
- To undertake at least biennial employee travel surveys and compare these to the modal split targets identified;

- To liaise with the STPC and other OTPC's to share information and ideas
- The OTPC's will ensure that all of the necessary systems relating to the TOS/OTP including data collection and recording, and the employee travel database are established, maintained and regularly updated.
- The OTPC's will review the TOS/OTP annually following the employee travel to work surveys and the process of monitoring and review will feed into the review of the FTP.

6.4 Funding and Handover

6.4.1 In the short term, the ownership of the FTP lies with the Sackville throughout the construction period and until the point of handover to OTPC's after full occupation. This process will be funded by Sackville.

7 Action Plan

7.1 Introduction

7.1.1 In order to meet the objectives set out in Section 1 of this FTP, the following specific 'hard' and 'soft' measures will be implemented at the proposed redevelopment. The measures to be provided as part of the FTP can be summarised into five categories –walking and cycling, public transport, car sharing, parking and general. The specific measures to promote and encourage these travel modes are summarised below.

7.1.2 In general, these measures will be applied across all of the land uses within the proposed redevelopment although it should be noted that certain measures will be more applicable to one land use category than others.

7.1.3 It should be noted that these measures have been selected in light of the key attributes of the proposed redevelopment site being situated in area of excellent public transport accessibility and local services.

7.2 Measures to Promote and Encourage Walking and Cycling

'Hard' Measures	An internal network of footways within the development plots to facilitate movement across the proposed redevelopment.
	Connections within the development site to improve pedestrian integration between Friar Street, Station Hill and the railway station.
	New pedestrian grid/public realm.
	Provision of showers, changing rooms, drying rooms and lockers.
'Soft' Measures	Consider providing equipment to employees who are able to walk/cycle to and from work including waterproof clothing or umbrellas, basic cycle repair kit etc.
	Offer cycle proficiency training in conjunction with RBC.
	Arrange lunchtime/evening walk/cycle activities.
	Encourage residents and employees to register with liftshare.org, which provides a national travel database of hundreds of thousands of registered users wishing to find a Walk-BUDi or Bike-BUDI to share daily journeys to work on foot and cycle.

7.3 Measures to Promote and Encourage Public Transport Use

'Hard' Measures	An internal network of footways within the development plots to make it easy to get to bus stops, the station interchange and the main station.
'Soft' Measures	Provide up-to-date public transport timetables and information.

7.4 Measures to Promote and Encourage Car Sharing

'Hard' Measures	Consider providing reserved 'car sharing' spaces within employee car parks.
	Consider introducing a car club vehicle for residents.
'Soft' Measures	Setting up a private Station Hill car sharing group on liftshare.org.
	Encourage residents and employees to register with liftshare.org, which provides a national travel database of hundreds of thousands of registered users wishing to share daily journeys to work by car.
	Organise specialist coffee mornings and promotional events for those employees interested in car sharing.

7.5 Parking Measures

'Hard' Measures	Provision of suitable car parking: including car, cycle and motorcycle parking.
	Implementation of a controlled car park entry system and Car Park Management Plan.
	Agree site car parking priority for residential and commercial occupiers.

7.6 General Measures to Promote Sustainable Travel

- Develop Travel Welcome Packs for residents, occupiers and employees. This would include the following information:
    - Walking and cycling maps and information on journey times to key destinations;
    - Links to the liftshare.org website;
    - Links to the RBC travel Reading Live; and
    - Promotional articles on the benefits of sustainable travel and links to other relevant sustainable travel websites.
- Each occupier will provide a prominent 'Getting Here' link on their own websites promoting access by walking, cycling and public transport. This information will also be distributed to visitors following the arrangement of meetings.
- Prepare and distribute a newsletter on a bi-annual basis to inform residents and employees of upcoming promotional events and local travel issues.
- Briefings for occupiers and employees will be undertaken highlighting the role of the FTP and the relevance of the to them. The role of this is to ensure that all relevant users are fully aware of the content and obligations contained within the FTP document and prepared to support the planning application.
- Internal information boards will be provided in the main reception area of each building. These will be updated by each occupier.

- Participate in national travel awareness days including 'Green Transport Week' and 'Bike Week', 'Liftshare Week', 'Walk to Work Week', 'National Work From Home Day', 'Ride to Work Day' and 'World Environment Day'.

7.7 Implementation Plan

7.7.1 A summary of the specific measures to be implemented with respect to the proposed redevelopment are summarised in **Table 7-1**.

Table 7-1: Implementation Strategy

Area	Detail of Measure	Rationale	Land Use				Timescale	Responsibility	Cost
			Residential	Commercial	Retail	Leisure			
Management	Appoint STPC	To provide management resource for process	X	X	X	X	Prior to any occupation	Sackville	Approximately £3,000 per annum
	Ensure that leases include commitment to achieving objectives of FTP Plan	To ensure that the occupiers are aware of the FTP objectives		X	X	X	6 months prior to any occupation	Sackville	N/A
	Appoint OTPC	To provide management resource for process		X	X	X	Prior to occupation	Occupier	N/A
Walking and Cycling	An internal network of footways within the development plots to facilitate movement across the proposed redevelopment. Connections within the development New pedestrian grid/public realm Provision of showers, changing rooms, drying rooms and lockers.	Infrastrcutre provision	X	X	X	X	Prior to occupation	Sackville	To be included within infrastructure costs
	Equipment offered to employees who are able to walk/cycle to/from work	Personal safety and confidence		X	X	X	Upon occupation	OTPC	Dependent upon employer commitments and staff numbers
	Cycle proficiency training with RBC			X	X	X	Within 6 months following occupation	OTPC	Free bicycle proficiency training offered by

									RBC
	Arrange lunchtime/evening walk/cycle activities		X	X	X	X	Within 6 months following occupation	STPC/OTPC	To be included in STPC/OTPC costs
	Encourage residents and employees to register with liftshare.org to find a Walk-BUDi or Bike-BUDI		X	X	X	X	Upon occupation	STPC/OTPC	
Public Transport	Provide up-to-date public transport timetables and information	Promotion of more sustainable modes		X	X	X	Upon occupation	OTPC	£50 per annum
Car Sharing	Setting up a private Station Hill car sharing group on liftshare.org	Promotion of more sustainable modes resulting in improved network performance	X	X	X	X	Prior to occupation	STPC	£200 per annum
	Encourage residents and employees to register with liftshare.org to find a car share partner		X	X	X	X	Upon occupation	STPC/OTPC	N/A
	Organise specialist coffee mornings and promotional events for those employees interested in car sharing	Enhances profile of car sharing scheme		X	X	X	Within 6 months following occupation	STPC	To be included in STPC costs
	Consider introducing a car club vehicle for residents		X				Within 6 months following full occupation	Sackville	N/A
Parking	Provision of suitable car parking: including car, cycle and motorcycle parking. Implementation of a controlled car park entry system and Car Park Management Plan Agree site car parking priority for residential and commercial occupiers	Infrastrcutre provision	X	X	X	X	Prior to occupation	Sackville/STPC	To be included within infrastructure costs
	Implementation of a controlled car	Demand	X	X	X	X	Upon		

	park entry system and Car Park Management Plan	restraint					occupation		
	Agree site car parking priority	Demand restraint		X	X	X	Prior to occupation		
General	Develop Welcome Packs for residents and occupiers	Promotion of more sustaianble modes	X	X	X	X	Prior to occupation	STPC	£2000 per annum
	Develop Welcome Packs for new employees			X	X	X	As appropriate	OTPC	Included above
	Walking and cycling maps and information on journey times to key destinations		X	X	X	X	To be included in Welcome Packs for residents and occupiers	STPC/OTPC	To be included in Welcome Pack costs
	Links to the liftshare.org website		X	X	X	X			
	Links to the RBC travel-info website		X	X	X	X			
	Promotional articles on the benefits of sustainable travel		X	X	X	X			
	Prominent 'Getting Here' link			X	X	X	Prior to occupation		N/A
	Prepare and distribute a newsletter		X	X	X	X	Bi-annually	STPC	£500 per annum
	Briefings for occupiers and employees will be undertaken highlighting the role of the FTP			X	X	X	Upon occupation	STPC	To be included in STPC costs
	Update internal information boards/displays			X	X	X	As approprite	OTPC	£250 per board
	Participate in national travel awareness days		X	X	X	X	Not later than 4 weeks preceding each EVENT day	STPC	To be included in STPC costs

8 Targets and Monitoring

8.1 Targets

8.1.1 At this stage of implementation process it is not possible to identify the possible travel profiles of future residents, employees and visitors to/from the proposed redevelopment site.

8.1.2 As discussed previously, the site is highly accessible by public transport and given the restrained car parking provided as part of proposed redevelopment, there is clear evidence the target mode share will meet the aspirations of RBC for a town centre location.

8.1.3 An initial baseline travel survey, typically after 50% of each land use is occupied, will be used to determine the baseline mode share. These baseline results will then be used as a basis for establishing the initial modal split targets. **Table 8-1** provides a summary of the likely targets to be met for each land use following full occupation as determined within the supporting Transport Assessment. Note that the 0% by car for leisure and retail reflect that these are linked trips, and may by parked on site for another reason or parked elsewhere in the town centre.

Table 8-1: Interim Targets

Land Use	Mode	Mode Share	Primary Trips				
			AM In	AM Out	PM In	PM Out	Daily
Leisure	Work Mainly at or From Home	0.17%	0	0	0	0	0
	Underground, Metro, Light Rail, Tram	0.04%	0	0	0	0	0
	Train	37.30%	0	0	17	13	0
	Bus, Minibus or Coach	39.69%	0	0	18	14	0
	Taxi	0.12%	0	0	0	0	0
	Motorcycle, Scooter or Moped	0.56%	0	0	0	0	0
	Driving a Car or Van	0.00%	0	0	0	0	0
	Passenger in a Car or Van	0.00%	0	0	0	0	0
	Bicycle	3.82%	0	0	2	1	0
	On Foot	18.14%	0	0	8	6	0
	Other Method of Travel to Work	0.15%	0	0	0	0	0
	Total	100%	0	0	46	34	0
Retail	Work Mainly at or From Home	0.17%	1	1	1	1	18
	Underground, Metro, Light Rail, Tram	0.04%	0	0	0	0	5
	Train	37.30%	133	108	230	226	3960
	Bus, Minibus or Coach	39.69%	142	115	244	241	4214
	Taxi	0.12%	0	0	1	1	13
	Motorcycle, Scooter or Moped	0.56%	2	2	3	3	59
	Driving a Car or Van	0.00%	0	0	0	0	0
	Passenger in a Car or Van	0.00%	0	0	0	0	0
	Bicycle	3.82%	14	11	24	23	406

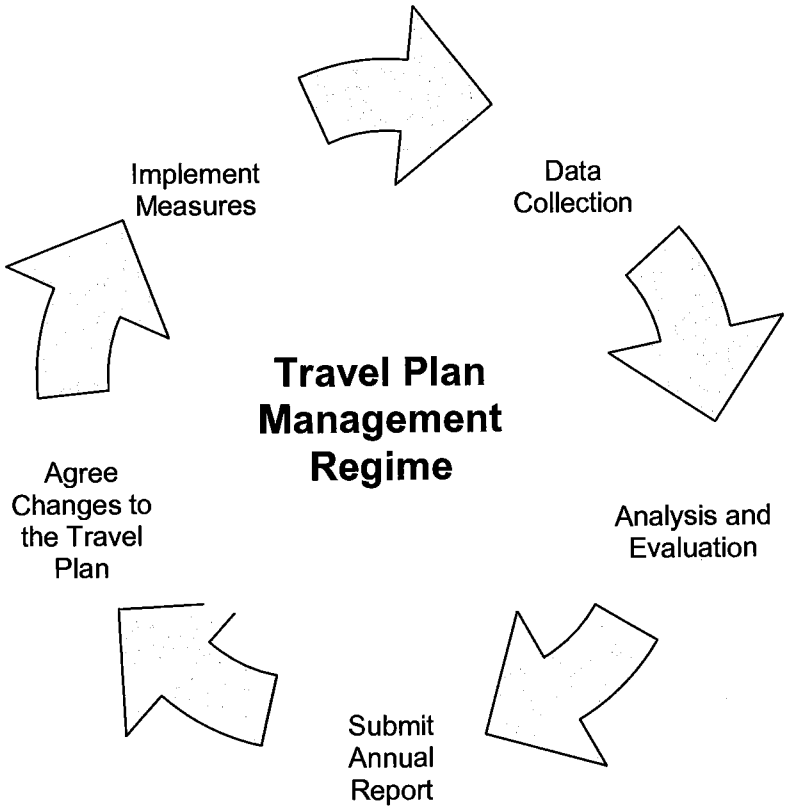
	On Foot	18.14%	65	52	112	110	1926
	Other Method of Travel to Work	0.15%	1	0	1	1	16
	Total	100%	357	289	615	607	10618
Residential	Work Mainly at or From Home	4.13%	1	7	5	3	69
	Underground, Metro, Light Rail, Tram	0.45%	0	1	1	0	8
	Train	20.04%	6	33	23	13	335
	Bus, Minibus or Coach	11.07%	3	18	13	7	185
	Taxi	0.42%	0	1	0	0	7
	Motorcycle, Scooter or Moped	0.35%	0	1	0	0	6
	Driving a Car or Van	28.42%	9	47	33	19	475
	Passenger in a Car or Van	2.61%	1	4	3	2	44
	Bicycle	3.34%	1	6	4	2	56
	On Foot	28.47%	9	47	33	19	476
	Other Method of Travel to Work	0.69%	0	1	1	0	12
	Total	100%	31	167	116	67	1670
Office	Work Mainly at or From Home	0.17%	4	0	0	3	31
	Underground, Metro, Light Rail, Tram	0.04%	1	0	0	1	8
	Train	32.42%	736	54	44	662	5988
	Bus, Minibus or Coach	35.64%	809	59	48	728	6583
	Taxi	0.11%	2	0	0	2	20
	Motorcycle, Scooter or Moped	0.50%	11	1	1	10	92
	Driving a Car or Van	8.76%	199	15	12	179	1618
	Passenger in a Car or Van	1.63%	37	3	2	33	301
	Bicycle	3.48%	79	6	5	71	644
	On Foot	17.11%	389	28	23	350	3161
	Other Method of Travel to Work	0.14%	3	0	0	3	25
	Total	100%	2271	166	135	2043	18471

8.1.4 It is proposed to keep these targets under review as further relevant baseline data becomes available, to ensure that targets best reflect the circumstances pertaining at the time of implementation, taking account of the complex interaction between baseline travel patterns, mix of new development, trip distribution, and supply of future capability for sustainable travel.

8.2 Monitoring

8.2.1 It is stated in the DfT guidance that travel plans are living documents that need to be updated regularly and implementing a travel plan involves "a continuous process for improving, monitoring, reviewing and adjusting the measures in the plan to reflect changing circumstances". In line with this guidance, a cyclical approach to managing the FTP is proposed for the proposed redevelopment and this is shown in Figure 8-1.

Figure 8-1: FTP Monitoring Regime



8.2.2 Monitoring the FTP is important in gauging the success of the measures implemented and therefore the progress made towards meeting the targets set. Progress towards achieving the target mode shifts will be measured at least biennially for a period of 5 years following the initial baseline travel survey (typically after 50% of each land use is occupied).

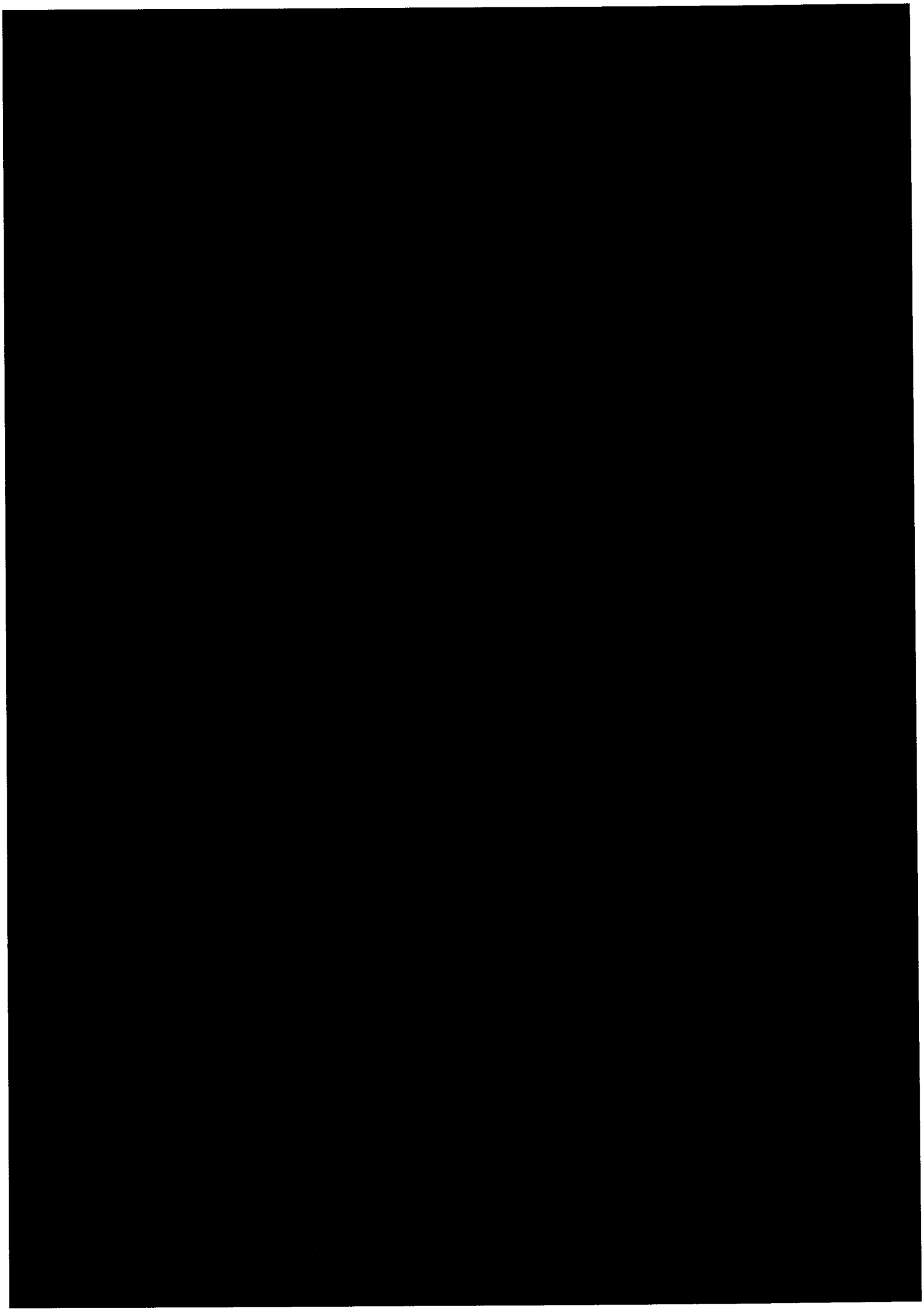
8.2.3 A response rate target of at least 30% should be set to ensure as many people take part in the survey as possible. Incentives will be offered to encourage people to take part and, in order to obtain as large a sample as possible. The travel survey will collect, as a minimum, the following information:

- How residents, employees and visitors travel to and from the proposed redevelopment site;
- How residents and employees travel during the working day,
- Where, residents and employees are travelling to/from; and

- What measures would be most effective in sustaining the mode share levels or increasing sustainable travel, if necessary

8.2.4 In addition to the travel surveys, other data such as the take up of bicycle storage and the number of people taking up the car sharing scheme will be monitored

8.2.5 The subsequent survey results will be collated, analysed and fed into the FTP/TOS/OTP's. This will allow the setting and possible revision of targets to have a greater degree of relevance to the operational characteristics of the proposed redevelopment and its residents, employees and visitors. This in turn, could highlight any changes to the FTP measures which would have a more positive and instantaneous result in achieving the desired travel mode objectives.



Appendix F – Framework Travel Plan (192032)

STATION HILL NORTH
READING

SITE-WIDE FRAMEWORK TRAVEL PLAN
HYBRID PLANNING APPLICATION

DECEMBER 2019

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Lincoln | mgt

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now part of

Station Hill North, Reading

Site-Wide Framework Travel Plan

On behalf of

SH Reading

Master LLP

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Contents

1 Introduction 1
1.1 Context 1
1.2 Report Structure 2
2 Site Location and Accessibility 3
2.1 Overview 3
2.2 Previous Land Uses 3
2.3 Existing Land Uses 3
2.4 Accessibility 4
3 Development Proposals 12
3.1 Introduction 12
3.2 Public Realm Enhancements 12
3.3 Pedestrian Access 14
3.4 Cycle Access Strategy 15
4 Developing the Travel Plan 19
4.1 Principles 19
4.2 Policy & Best Practice 19
4.3 National Planning Policy 19
4.4 Local Policy 19
5 Case for Continuous Improvement 20
5.1 Background 20
5.2 Low Carbon Travel 20
5.3 Health & Well-Being 20
6 Influencing Travel Behaviours 21
6.1 Introduction 21
6.2 Seven Stages of Change 21
7 Objectives, Targets and Indicators 22
7.1 Introduction 22
7.2 Objectives 22
7.3 Targets 22
8 Travel Plan Management 25
8.1 Introduction 25
8.2 Site-Wide Travel Planning Co-ordinator (SWTPC) 25
8.3 Occupier Travel Plan Co-ordinator (OTPC) 25
8.4 Funding and Handover 26
9 Measures and Action Plan 27
10 Monitoring and Review 29
10.1 Introduction 29
10.2 Monitoring 29

11 Summary and Conclusions 30

Figures

Figure 1.1: High-Level Site Location Plan 2
Figure 2.1: Site Location Plan 3
Figure 2.2: Pedestrian Accessibility 4
Figure 2.3: Extract from RBC's Cycle Network – Local Routes 5
Figure 2.4: Extract from RBC's Cycle Network – Strategic Route 5
Figure 2.5: Cycle Accessibility 6
Figure 2.6: Reading Buses Town Centre Map (400m walk-distance) 7
Figure 2.7: Strategic Routes and IDR 10
Figure 2.8: Existing Taxi Ranks 11
Figure 3.1: Phase 2 Illustrative Masterplan 13
Figure 3.2: Pedestrian Network 14
Figure 3.3: Cycle Strategy 16
Figure 6.1: The Seven Stages of Behavioural Change 21
Table 10.1: Monitoring Actions 29

Tables

Table 2.1: Bus Routes and Frequency 7
Table 3.1: Proposed Cycle Parking Provision 17
Table 3.2: Proposed Total Car Parking Provision 18
Table 7.1: Preliminary Baseline Mode Share 24
Table 9.1: Site Wide Measures 27

Appendices

No table of contents entries found.

1 Introduction

1.1 Context

1.1.1 Peter Brett Associates LLP (PBA) has been commissioned on behalf of SH Reading Master LLP to undertake a Site-Wide Framework Travel Plan (FTP) in support of a hybrid planning application associated to the redevelopment of the Station Hill North site (the Development). The proposed Development forms Phase 2 and Phase 3 of the overall Station Hill, Reading site.

1.1.2 The detailed planning application includes Plot G and the surrounding podium and landscaped area and forms Phase 2 of the overall development. Plot G consists of office and retail/leisure uses.

1.1.3 The outline planning application seeks approval for a total additional quantum of development made up of residential/hotel/office/retail/leisure/elderly care/assisted living land uses, within maximum and minimum parameters for each use and plot. The planning application includes three illustrative schemes which have different quanta of development and massing, and comprise a range of different land uses to that of the consented and previously assessed Station Hill scheme. The outline application forms Phase 3 of the overall development.

1.1.4 For the purpose of the FTP illustrative Option 3 has been utilised as this is the option assessed within the supporting Transport Assessment (TA) as the highest generator of trips. The TA includes a comparison between the three illustrative options proposed and the previously consented Station Hill scheme.

1.1.5 The following sets out the total land use quantum for Phase 2 and Phase 3 using illustrative Option 3:

- 250 residential units;
- 450 room hotel;
- Office space of up to 81,259 sqm GIA (including Plot G);
- Retail space of up to 3,492 sqm GIA (including Plot G; and
- Up to 835 parking spaces.

1.1.6 In September 2019 two reserved matters applications were consented for the southern part of the wider Station Hill site known as Station Hill South and containing Plots E and F (Planning References: 190465 and 190466) for 538 residential units and 1,807 sqm of leisure/retail uses with 165 car parking spaces. This southern part of the site forms Phase 1 of the Station Hill development. The Development has been designed to connect to this phase of the development and Reading Town Centre via a new bridge across Garrard Street.

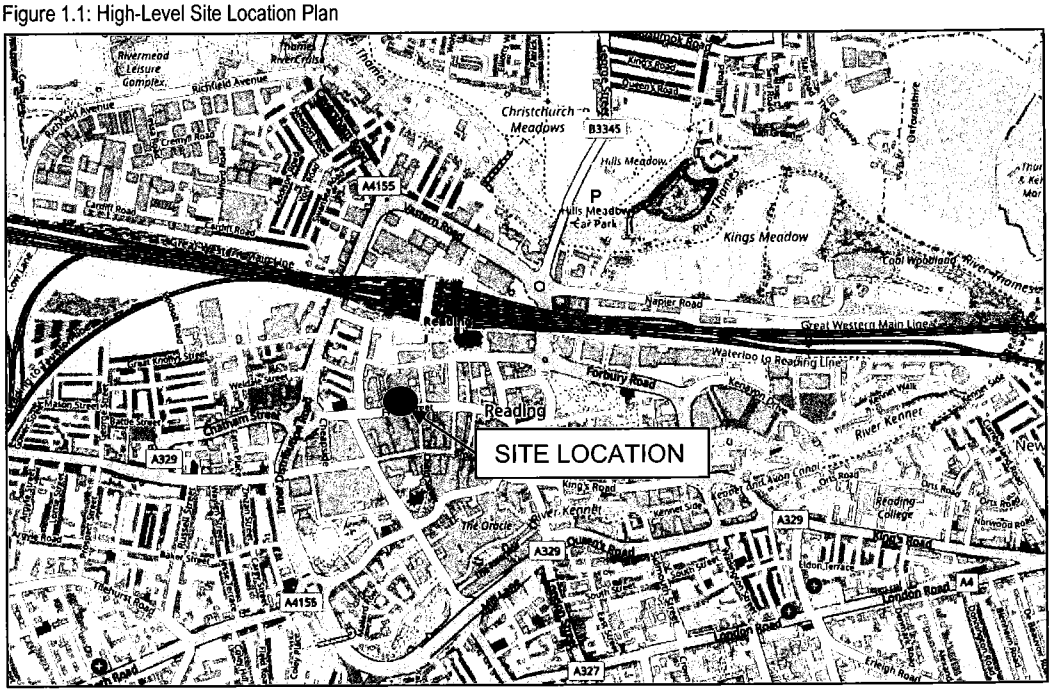
1.1.7 The Development has been designed to take advantage of its excellent accessibility characteristics being at the heart of Reading Town Centre and directly adjacent to Reading Railway Station and the surrounding public transport interchanges.

1.1.8 This document provides a framework from which the guiding principles relating to travel planning can be established for future individual Travel Plans associated with the different land uses set out above. It also provides a comprehensive audit of the exiting accessibility to the site by walking, cycling and public transport and provides details of the emerging infrastructure within central Reading.

1.1.9 Given the location of the site in Central Reading, adjacent to the town's main facilities, services and transport interchanges, the scheme is inherently sustainable in a travel context. It

is, however, recognised that proposed redevelopment should seek to maximise the opportunity to reduce the need to travel, especially by car. The location of the site in relation to the surrounding area is illustrated in **Figure 1.1**.

Figure 1.1: High-Level Site Location Plan



1.2 Report Structure

1.2.1 The content of this FTP has been prepared in accordance with the existing national and local guidance. The remainder of this document is structured as follows:

- **Section 2 – Site Location and Accessibility**: this section outlines the location of the site and the surrounding area, as well as current access arrangements.
- **Section 3 – Development Proposals**: provides a description of the proposed development, including details of public realm improvements and proposed access.
- **Section 4 - Developing the Travel Plan**: this section outlines the policy and background behind the TP.
- **Section 5 – The case for Continuous Improvements**: provides relevant context and wider travel planning principles.
- **Section 6 – Influencing Travel Behaviours**: introduces the concept of the seven stages of change associated with travel planning.
- **Section 7 – Objectives, Targets and Indicators**: outlines the objectives and targets of this TP.
- **Section 8 – Travel Plan Management**: sets out key responsibilities for the management of the Travel Plan.
- **Section 9 – Measures and Action Plan**: summary of the measures that are to support future occupiers of the site.
- **Section 10 – Monitoring and Review**: outlines the survey and monitoring process for each go the units.
- **Section 11 – Summary and Conclusion**: provides a summary of the key points presented in the FTP.

2 Site Location and Accessibility

2.1 Overview

2.1.1 This chapter provides an overview of the site location and the surrounding travel opportunities.

2.1.2 The site is in Reading town centre next to the train station, making it a key gateway into Reading. The site is bounded by Reading Station and its South West Interchange to the north, Thames Tower to the east, Garrard Street to the south and Greyfriars Road to the west.

2.2 Previous Land Uses

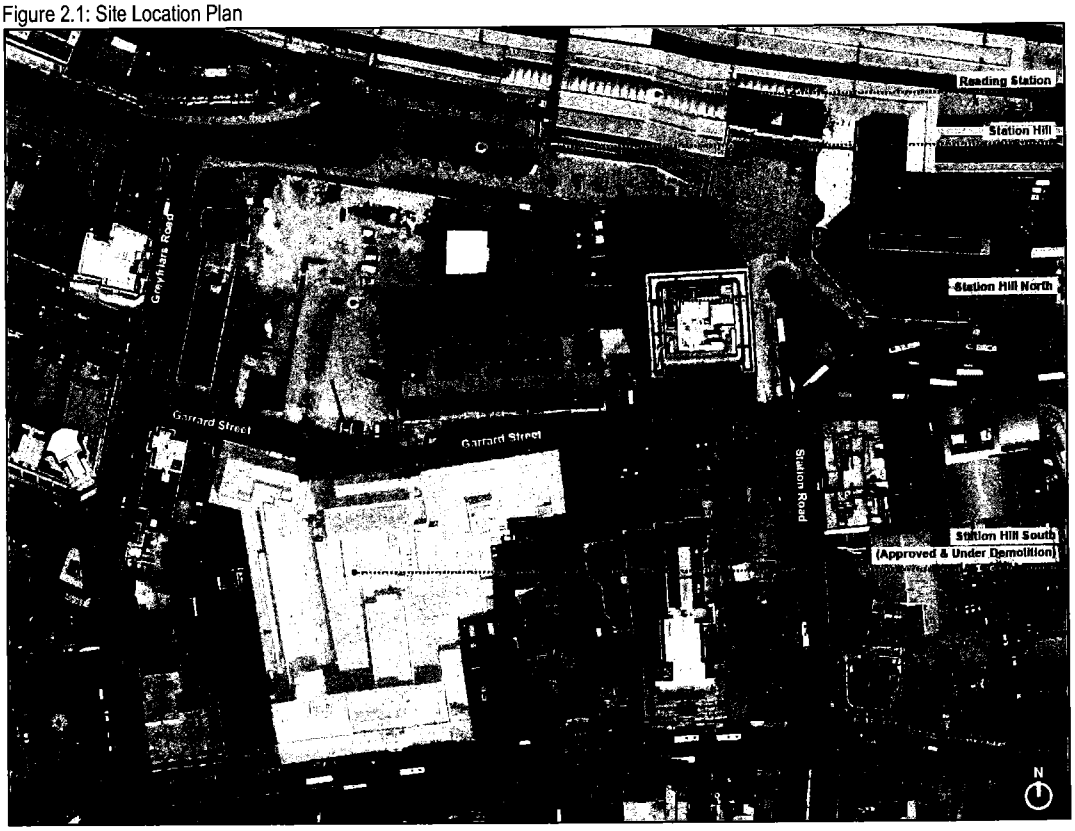
2.2.1 The site was previously occupied by the Western Tower offices, Station Hill shopping parade, bingo hall and a bus station.

2.3 Existing Land Uses

2.3.1 The remaining operational land use on the site is the Garrard Street Multi Storey Car Park (MSCP) and Xafinity House which is partially occupied.

2.3.2 Vehicular access and egress to the car park is via Garrard Street at three separate points. Xafinity House is accessed from Garrard Street. **Figure 2.1** illustrates the location for the site.

Figure 2.1: Site Location Plan

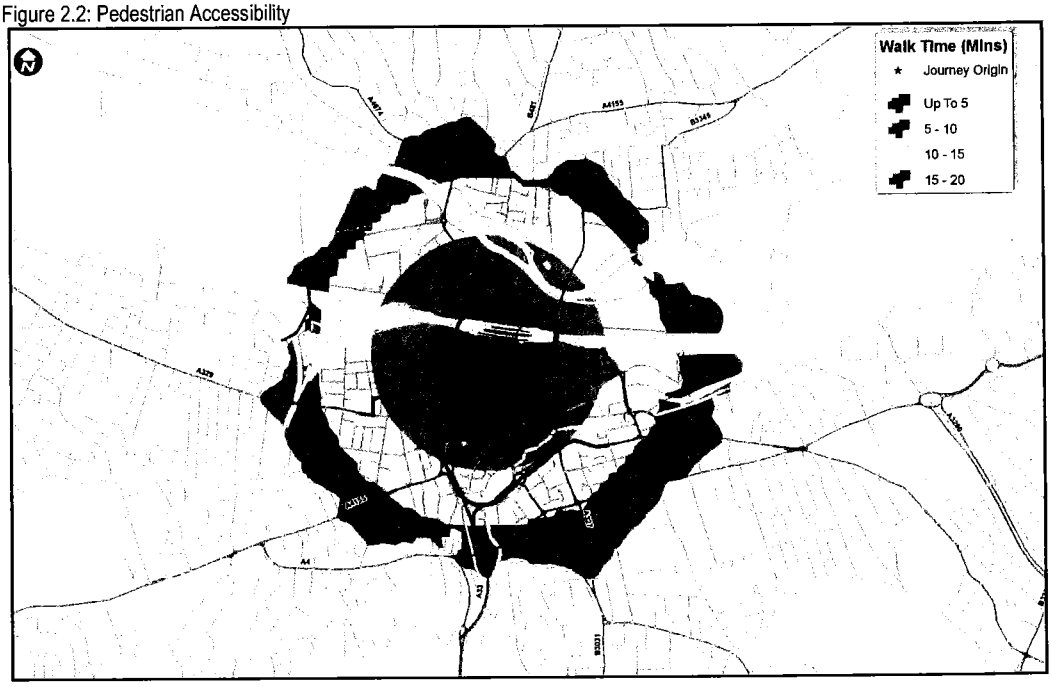


2.4 Accessibility

Pedestrian Access

2.4.1 The site is situated in Reading town centre and is ideally located to encourage walking from a relatively large population catchment for office, retail and leisure activities as well as good access to town centre jobs, retail and leisure activities for residents is shown in **Figure 2.2**: the majority of Reading town centre and Caversham is located within a 20-minute walk from the Site as well as a number of public transport interchanges within a 5-minute walk of the site.

Figure 2.2: Pedestrian Accessibility

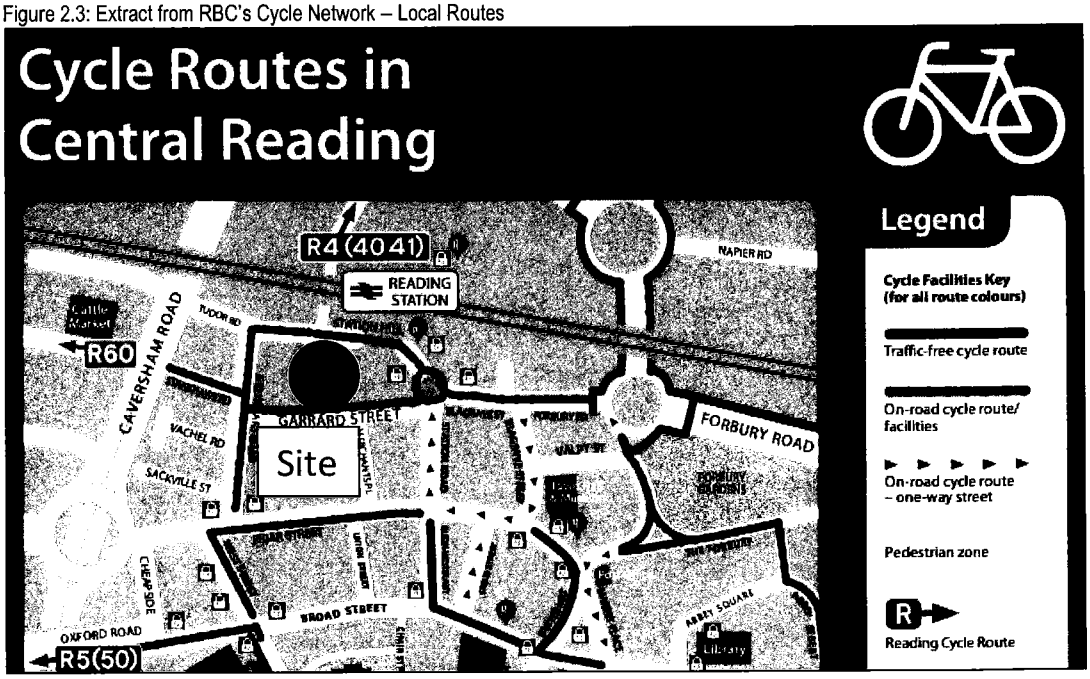


Cycle Access

2.4.2 There are several on-road cycle routes in the vicinity of the site. These include routes along Garrard Street, Station Hill and Blagrave Street which connect to Reading's wider cycle network. The development proposals include enhancements to these facilities.

2.4.3 These roads are designated as on-road cycle routes within RBC's network of local cycle routes, an extract of which is included below in **Figure 2.3**.

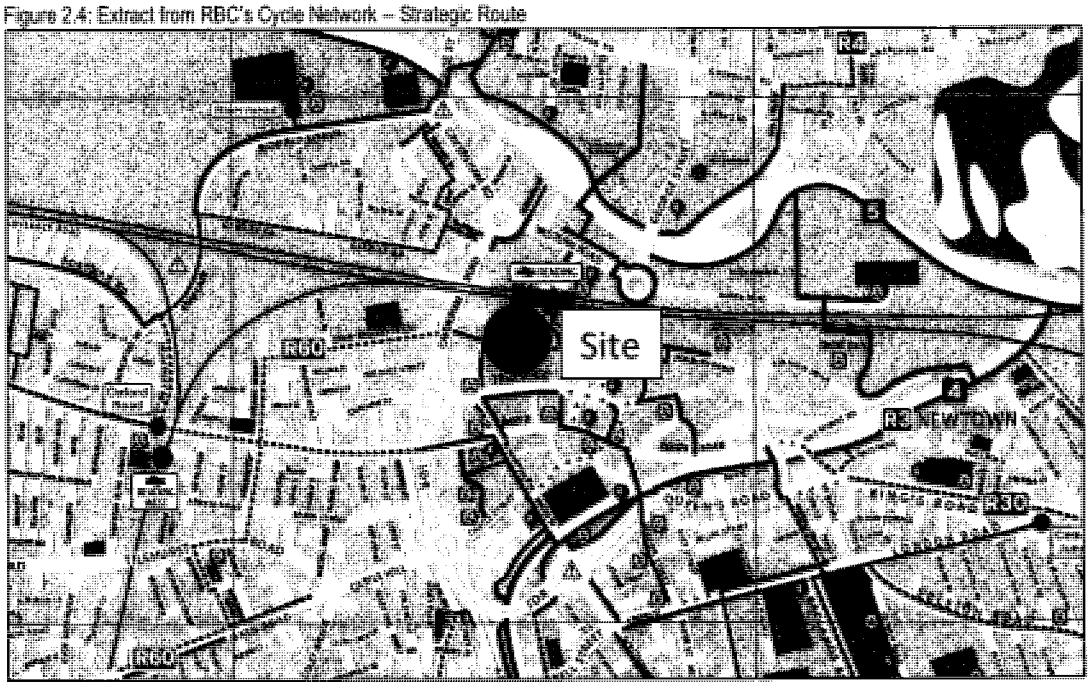
Figure 2.3: Extract from RBC's Cycle Network – Local Routes



Source: http://www.reading.gov.uk/cycling

2.4.4 Beyond the immediate centre of Reading, some dedicated cycle routes are present on the main routes into Reading, including along Oxford Road and Portman Road to the west; A33 to the south; and routes through Caversham and across Caversham Bridge and Christchurch Bridge to the north. An extract from RBC's cycle network plan is included in **Figure 2.4** below.

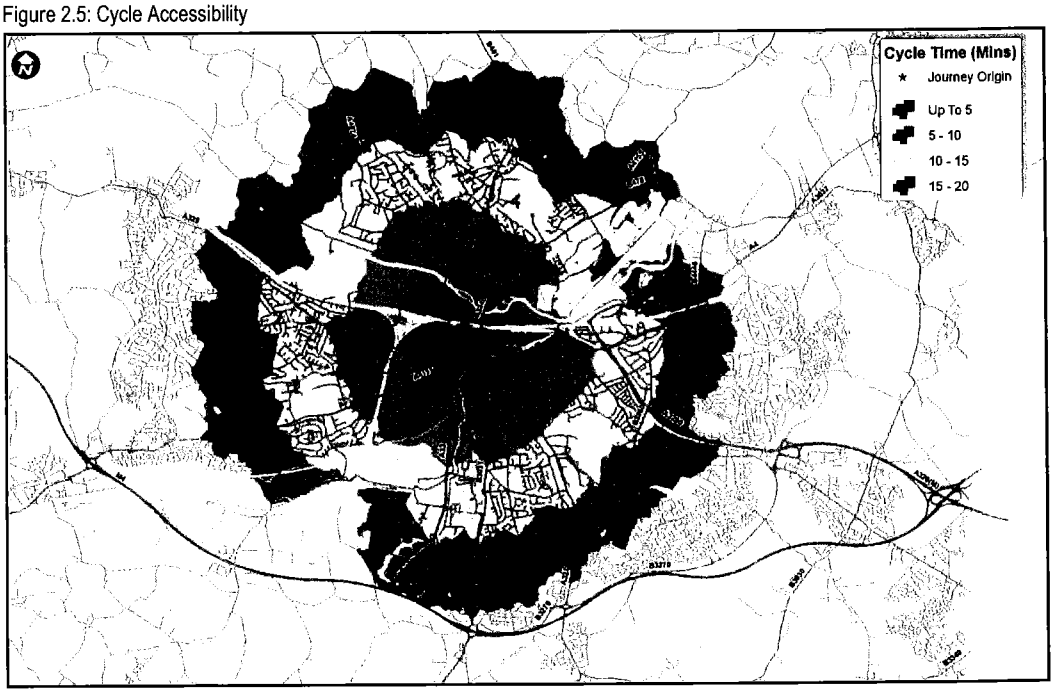
Figure 2.4: Extract from RBC's Cycle Network – Strategic Route



Source: http://www.reading.gov.uk/cycling

2.4.5 **Figure 2.5** shows that the majority of Reading Borough is within a 20-minute cycle of the site, assuming a cycle speed of 16 kph.

Figure 2.5: Cycle Accessibility



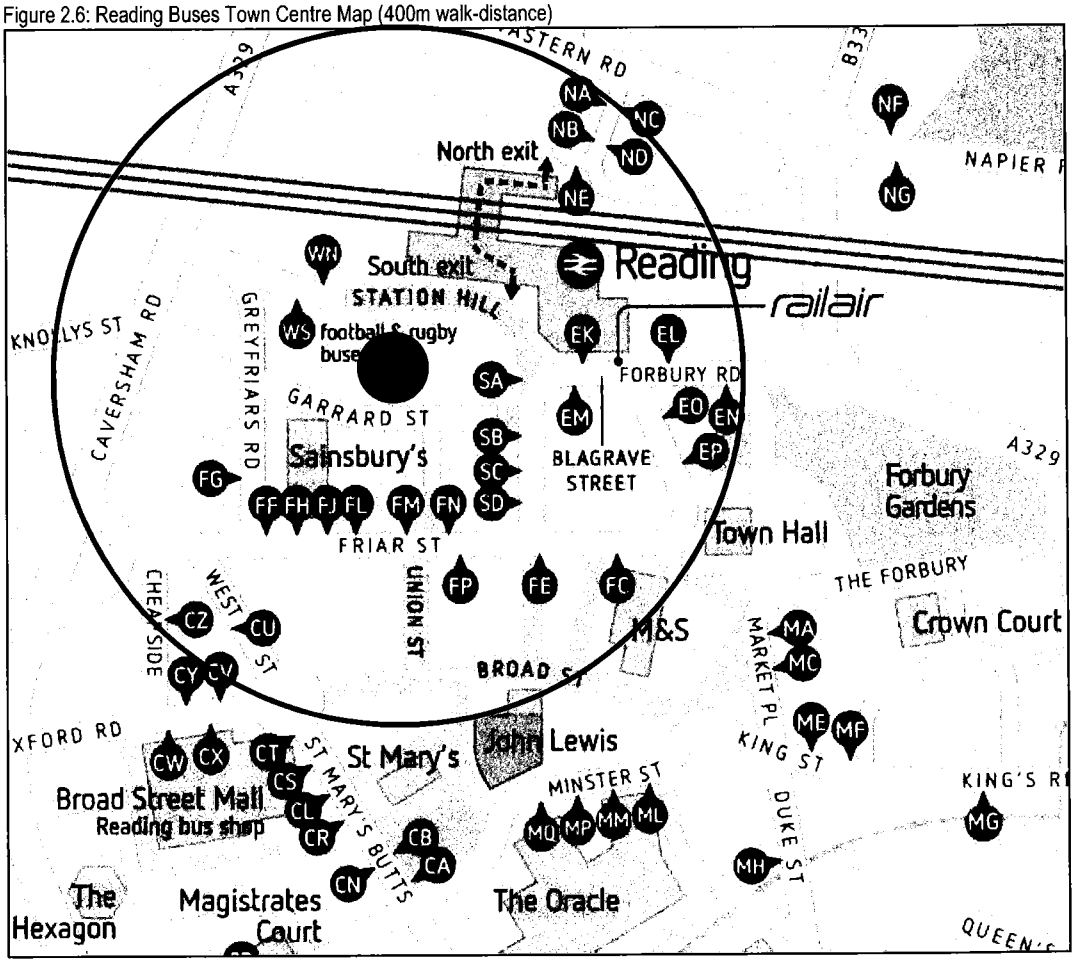
Bus Access

2.4.6 The Station Hill development is located within a short walking distance of numerous strategic bus routes which connect the town centre with destinations across Reading Borough and beyond, including:

- Bus routes along Friar Street and Station Road towards Caversham, Emmer Green, Calcot, Purley-on-Thames, Woodley, Winnersh, Wokingham, the Madejski Stadium and Mereoak Park & Ride;
- Bus routes which operate along the A33 corridor between Green Park, Madejski Park & Ride and Reading International Business Park from the interchange area adjacent to Reading Station;
- Stewarts Coaches operate frequent services between the town centre and Thames Valley Business Park;
- The 'Rail-Air' Link located outside Reading Station operates a frequent service to and from Heathrow Airport.

2.4.7 **Figure 2.6** below has been extracted from Reading Buses Town Centre Bus Stop Map and illustrates how well connected the Development is to the town centre bus stops providing access to all bus services serving Reading.

Figure 2.6: Reading Buses Town Centre Map (400m walk-distance)



Source: https://www.reading-buses.co.uk/services

2.4.8 The bus routes that stop in the vicinity of the site and their corresponding frequency (services per hour) is provided in **Table 2.1**.

Table 2.1: Bus Routes and Frequency

Service	Destinations (to/from)	Weekday	Sat	Sun
Jet black 1	Theale/ Thatcham/ Newbury	2	2	1
Lime 2 2a	Burghfield/ Mortimer	2	2	1
3	Royal Berkshire Hospital (RBH) / Arborfield/ Wokingham	2	2	-
3b	RBH/ Arborfield/ Bracknell	1	1	1
4	Reading/ Winnersh/ Wokingham/ Bracknell	2/4	2/4	1/2
4X	Reading/ Winnersh/Wokingham Road/ Bracknell	2/4	2/4	1/2
5	Northumberland Avenue	7	6	3
6/6a	Whitley Wood/ Tesco depot	6	6	3
7	Riseley/ Hartley Wintney/ Fleet	1	1	4 per day
9	RBH/ University of Reading (UoR)/ Whitley Wood/ Mereoak	1	1	-
10	RBH/ Thames Valley Science Park / Spencers Wood	2	2	1

Service	Destinations (to/from)	Weekday	Sat	Sun
11	Coley Park/ Reading	3	3	2
13/14	Reading College/ Woodley Centre/ Woodley	4	4	2
15/15a	Reading/ Tilehurst/ Calcot	2/4	2/4	2
16	Purely on Thames/ Oxford Road	4	3	2
17	Oxford Road/ Reading/ Wokingham Road	7/8	7/8	6
19a / 19c	RBH/ UoR/ Earley (Silverdale Road)/ Woodley	2	2	-
19b	RBH/ UoR/ Beech Lane/ Lower Earley	1	1	-
21/21a	UoR/ Lower Earley	8	4	3
22	St Andrew's Church/ Caversham	1/2	1	5 per day
23	Caversham Park/ Emmer Green/ Reading	2	2	1
24	Emmer Green/ Caversham Park/ Reading	2	2	1
25	Peppard Road/ Peppard Common	1/2	1	6 per day
26	Southcote/ Calcot (IKEA)	5	5	3
27/29	Caversham/ Reading	1	1	-
33	Tilehurst/ Reading	4	4	2
X39	Wallingford / Oxford	1	1	-
X40	Woodcote / Wallingford / Oxford	1	1	1

Rail Access

2.4.9 The site is located opposite Reading Railway Station which is a national transport hub. Reading Railway Station is used by approximately 17 million passengers per year and is the ninth busiest station outside London and second busiest interchange station outside of London. Reading Railway Station underwent a phase of expansion and modernisation between 2009 and 2014, adding five new platforms and improving the station facilities and interchanges.

2.4.10 Rail services from Reading Station provide connections to the regional and national rail network, where the following train companies offer services to a range of destinations:

- **First Great Western** operate trains to destinations which include London Paddington, Slough, Basingstoke, Gatwick Airport, Oxford, Hereford, Worcester, Bristol, South Wales and the South West of England;
- **Cross Country Trains** operate trains to destinations including Bournemouth, Southampton, Guildford, Banbury, Coventry, Birmingham, the North of England and Scotland; and
- **South West Trains** provides services to Wokingham, Staines, Richmond, Clapham Junction, London Waterloo, Basingstoke, Winchester, Southampton, Portsmouth and Brighton.

Reading Green Park Station

2.4.11 Reading Green Park Station, will be a new railway station located south of Reading on the Basingstoke to Reading line. This railway station will improve accessibility to Green Park business park and the surrounding area including Madjeski stadium. It is anticipated that the railway station will be opened in 2021.

Elizabeth Line

2.4.12 Reading railway station will form the west end terminus for Elizabeth line (Crossrail) services. When the full route opens in 2021, there will be four trains at peak hours. The route will

provide a direct connection to railway stations and key interchanges in central and east London, including Bond Street, Farringdon and Canary Wharf.

Western Heathrow Link

2.4.13 A proposed new rail link could come forward, building a new rail link between the Great Western Main Line and London Heathrow Airport. This development will reduce rail journey times between Reading and Heathrow with faster, more frequent and more reliable train services to Heathrow, with four trains per hour in each direction. This service will call at Slough and will alternate between Twyford and Maidenhead.

Vehicle Access

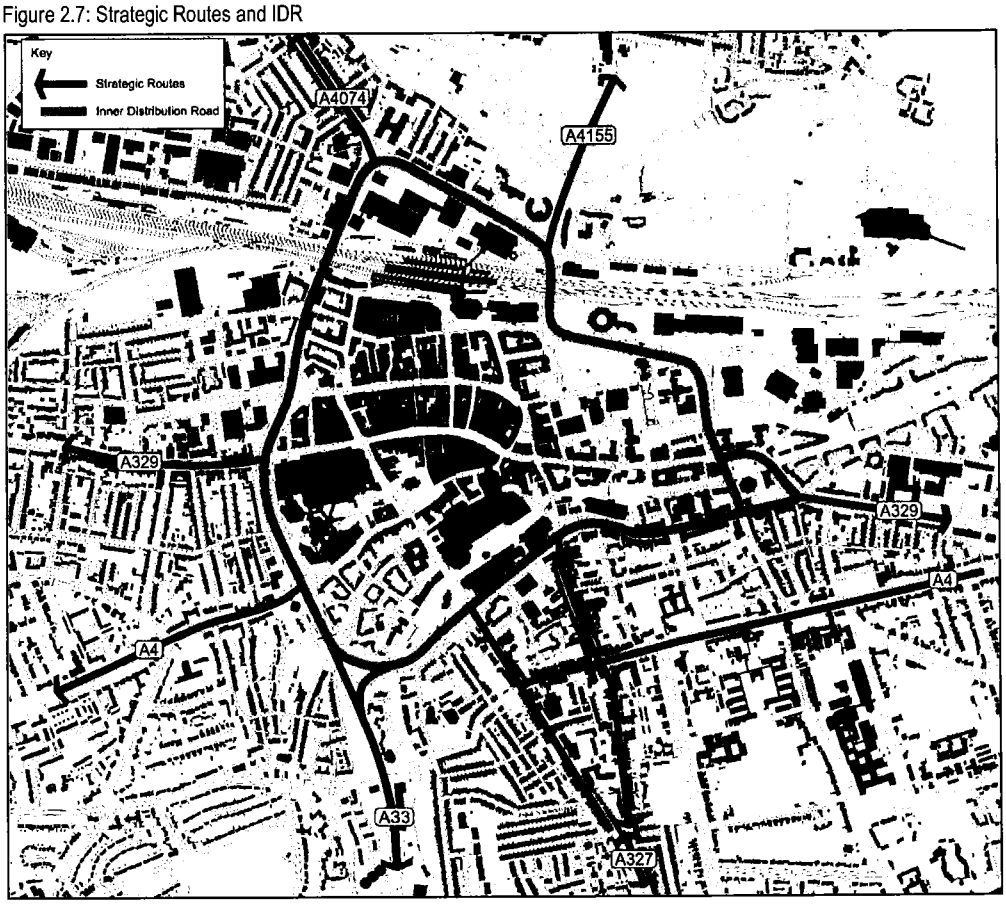
2.4.14 The site is well located in relation to the strategic road network as shown in **Figure 2.7**. Reading's Inner Distribution Road (IDR) which is accessed via Friar Street, Greyfriars Road and Tudor Road, with further radial routes to and from Reading town centre easily accessed from the IDR.

2.4.15 The principal vehicle routes to the site are via the IDR. The IDR is for the most part a dual, two lane orbital route which provides the following connections into Reading town centre:

- North: Via Reading and Caversham Bridges;
- East: Via the A329 Kings Road and the A4 London Road, leading to the A329 (M);
- South: Via the A33, leading to Junction 11 of the M4;
- West: Via the A4, the junctions with A4155 Castle Hill and the A329 Chatham Street.

2.4.16 Vehicular access to the site is from Garrard Street, which currently provides access and egress to the NCP Car Park and the Xafinity House, servicing and deliveries were made from Greyfriars Road and Garrard Street.

Figure 2.7: Strategic Routes and IDR

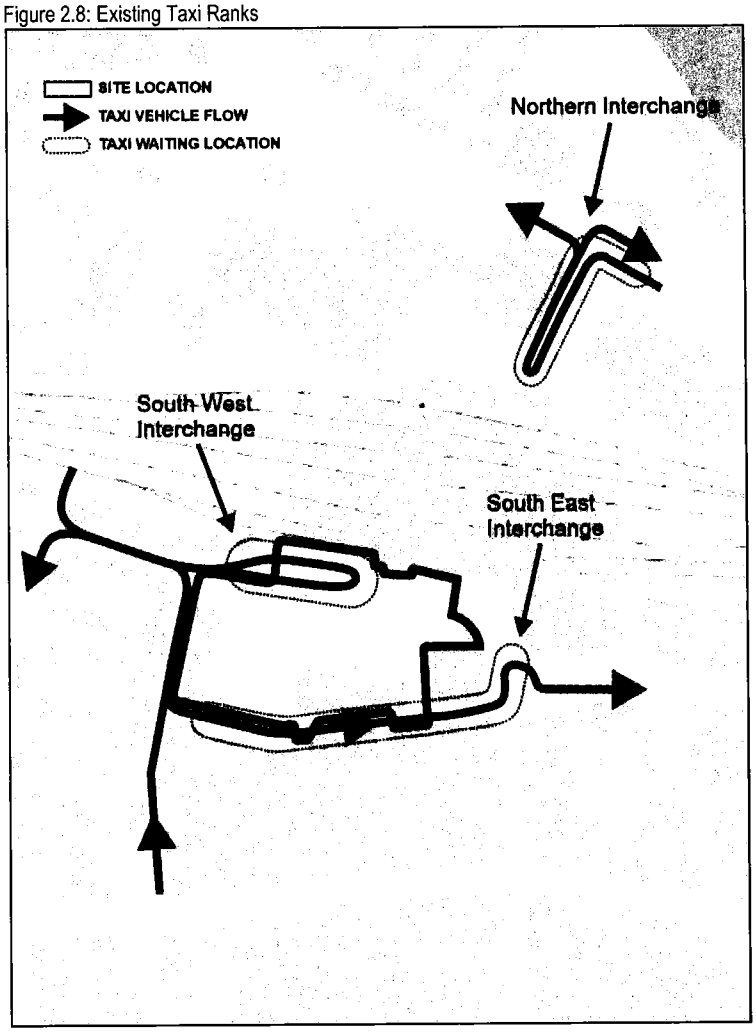


Taxi

2.4.17 The three principles taxi ranks that serve Reading Railway Station are located within close proximity to the Development and are shown on **Figure 2.8** and listed below;

- South West Interchange, Station Hill / Tudor Road – Capacity for 24 taxis;
- Northern Interchange, Bagnall Way / Trooper Potts Way – Capacity for 24 taxis; and
- South East Interchange, Station Road / Blagrave Street with vehicles queuing on Garrard Street – Capacity for 14 taxis.

Figure 2.8: Existing Taxi Ranks



2.4.18 Taxis queuing to pick passengers up from the South East Interchange are currently permitted to queue along Garrard Street to the south of the site as part of the temporary taxi queuing arrangement. This temporary arrangement was put into place while the Reading Railway Station improvement works were taking place and has continued to operate. It is acknowledged by RBC that this is a temporary arrangement until the redevelopment of Station Hill proceeds.

2.4.19 The construction of the south western and northern taxi ranks as part of the Reading Station Redevelopment works was intended to replace the south eastern taxi rank (served by Garrard Street).

2.4.20 Other alternative taxi ranks located across central Reading include:

- Oxford Road (North Side);
- Bridge Street (East Side);
- Gun Street North Side;
- Friar Street South Side;
- Friar Street North Side; and
- St Mary's Butts East Side.

3 Development Proposals

3.1 Introduction

3.1.1 The section sets out the development proposals in terms of pedestrian, cycle, vehicular access, cycle parking and car parking.

3.1.2 The development of Station Hill North involves the following:

- Demolition of Xafinity House and Garrard Street Multi-storey Car Park;
- Four development plots comprising a mixture of uses including office, residential, elderly care/assisted living, hotel and retail/leisure uses;
- Connectivity enhancements from the creation of a site wide podium structure and bridge across Garrard Street to facilitate level access from Station Square through Station Hill South to Friar Street;
- Proposed cycle infrastructure improvements on the surrounding streets to integrate and improve RBC's cycle network and aspirations;
- Delivery of significant public realm and associated landscaping;
- Alterations to the South West Interchange to accommodate the improved public realm and an increase in the number of taxi's able to queue within this facility;
- Accommodation of car parking within the podium structure; and
- Delivery and servicing facilities.

3.1.3 Station Hill North is part of the larger Station Hill development site, which includes the area between Garrard Street and Friar Street, known as Station Hill South. This area is part of a recently consented reserved matters application comprising of residential and retail plots with associated car parking.

3.1.4 The following sets out the total land use quantum for the Development using Illustrative Option 3:

- 250 residential units;
- 450 room hotel;
- Office space of up to 81,259 sqm GIA (including Plot G);
- Retail space of up to 3,492 sqm GIA (including Plot G); and
- Up to 835 parking spaces.

3.2 Public Realm Enhancements

3.2.1 The Development proposes significant improvements to public realm and connectivity for Reading and the Development through the provision of a step-free north to south link through the Development and creation of new enhanced landscape areas.

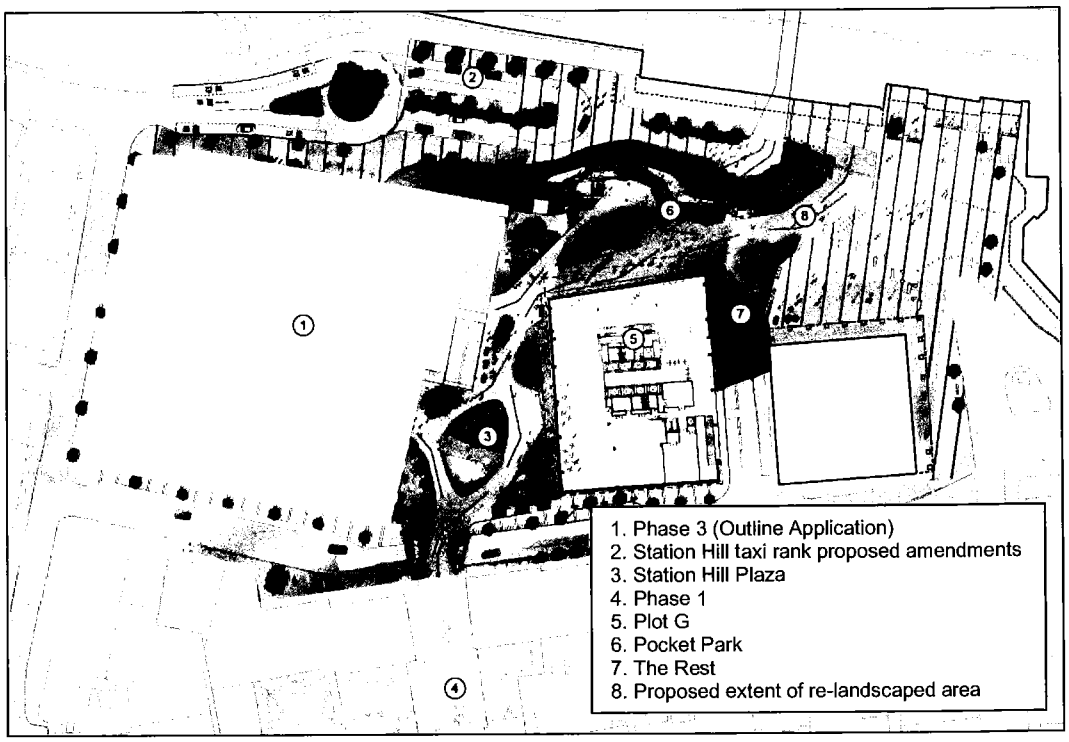
3.2.2 The landscape public realm enhancements / areas aim to encourage more active travel and places for social interaction through the delivery of successful space for people to use and dwell. The use of these areas will help contribute towards people's health by supporting an active outdoor lifestyle.

3.2.3 The full extent of the development proposals are set out within the Design and Access Statement and Landscape Strategy with a summary of the improvements detailed below:

- Creation of a key high-quality level link through the development connecting the Station to Friars Street which supports the RCAAP aspiration for a strong north-south spine from the River Thames to the town centre; and
- This new route passes through the following landscape enhancements areas being proposed within Phase 2 of the development at:
  - Station Square;
  - Pocket Park; and
  - Station Hill Plaza.

3.2.4 A plan showing the proposed public realm enhancements within Phase 2 is shown below for reference.

Figure 3.1: Phase 2 Illustrative Masterplan



3.2.5 The Development masterplan and landscape strategy have been orientated to invite people through the development and to encourage people to travel through the site. As part of these proposals it is proposed that the existing amphitheatre stairs that link Station Square to the subway and south west interchange are removed and the steps altered. As part of the proposals to alter this area and make the best use of the available space it is proposed to create Pocket Park. Pocket Park is an area where people can sit/play and enjoy the space while also providing key links from the interchange area and subway to the Station and the Development. It proposes an inviting gateway into Reading for people travelling by rail, bus or taxi and a better environment for people walking through the area.

3.2.6 To accommodate a successful space in this area it is proposed to make modifications to the existing interchange area and taxi rank. These alterations are included in **Section 6.4** of the TA.

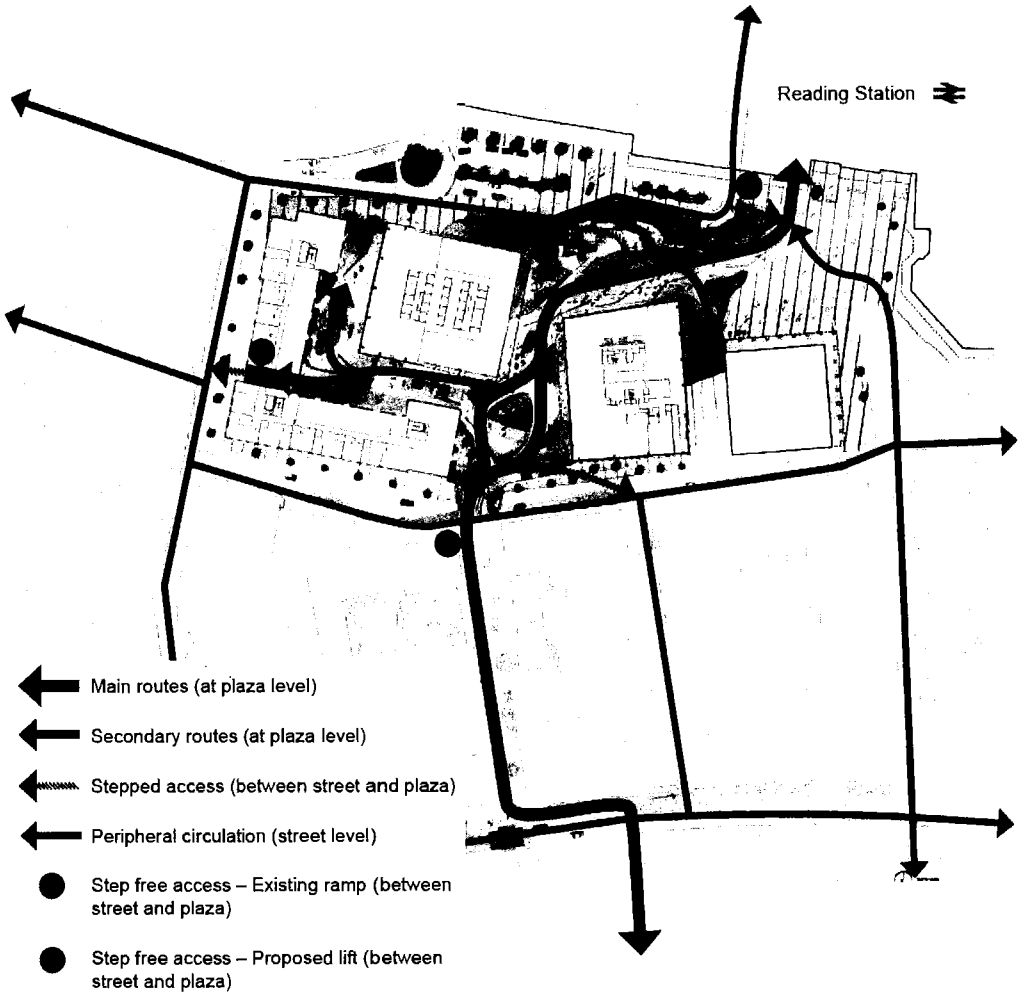
3.3 Pedestrian Access

3.3.1 The site is ideally located within Reading Town Centre with all local amenities within walking distance of the site including the retail core, Railway Station and numerous bus stops. The Development has been designed to take full advantage of this and integrates with the surrounding streets as well as creating a new step-free link to Friar Street. This is created via a bridge across Garrard Street to the consented Station Hill South scheme.

3.3.2 Pedestrian movement through the site is set to be improved by the creation of this strong movement spine, connecting Reading Station to Friar Street without a change in grade. All building plots incorporate frontage access from this public realm Plaza level. Additionally, pedestrian access to all plots will also be at street level from Garrard Street, Station Hill and Greyfriars Road with these streets at a lower level than the podium.

3.3.3 To accommodate for the level difference at the south west station interchange on Station Hill and Greyfriars Road steps and publicly accessible lifts are to be installed in addition to stairs to ensure the development is fully permeable from all the surrounding streets. Steps up from Garrard Street north side and a lift within Station Hill South have also been accommodated to provide high quality connections from Garrard Street. **Figure 3.2** below illustrates the points of pedestrian access, lifts, steps and publicly accessible routes.

Figure 3.2: Pedestrian Network



3.4 Cycle Access Strategy

3.4.1 The site is bounded by Station Hill, Greyfriars Road and Garrard Street which are all part of RBC's designated on-street cycle network. The scheme has therefore been developed to take advantage of this and proposes to provide access to secure cycle parking for employees and residents directly from these streets.

3.4.2 Although these routes are already designated as part of the on-street cycle network, the Development has considered the potential to further enhance cycle accessibility to promote access to the Development by bike and enhance the network for existing and new cyclists.

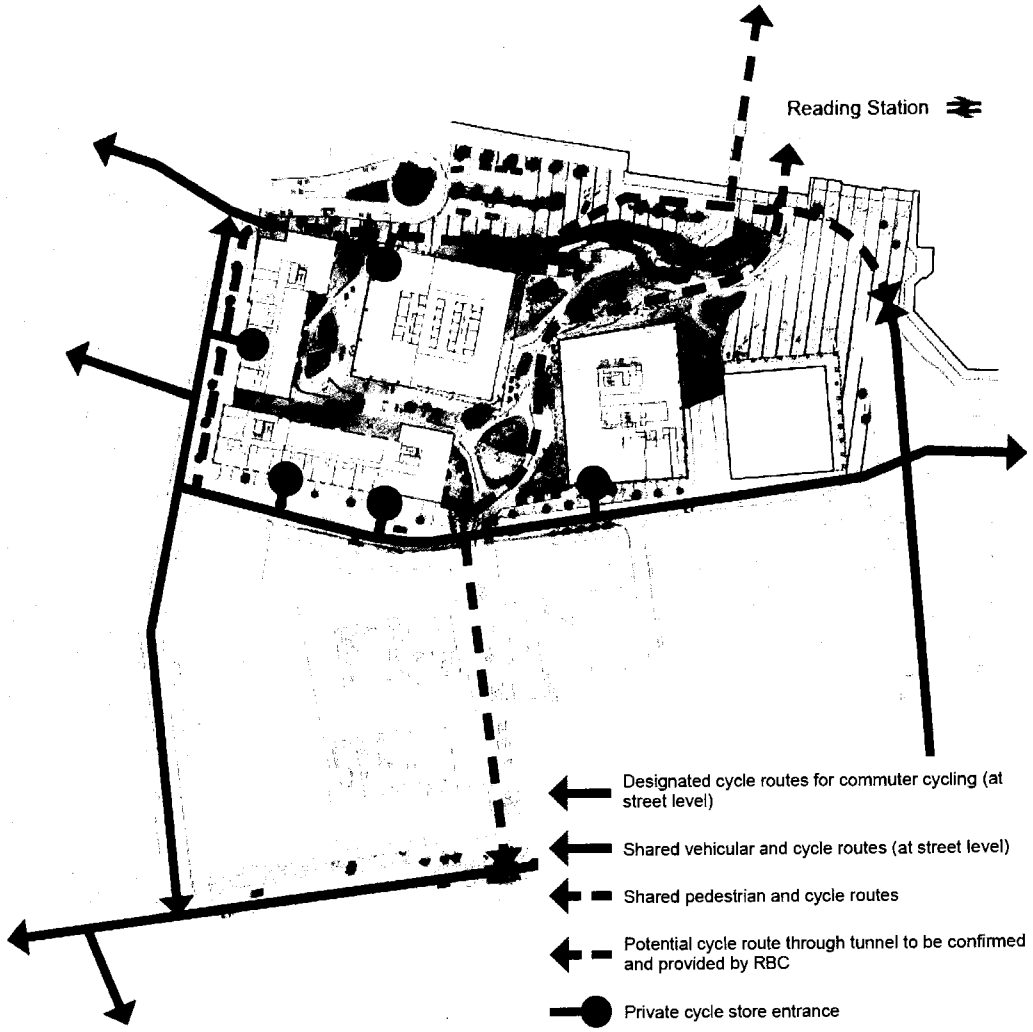
3.4.3 During pre-application discussions, RBC officers also expressed their aspiration to enable cyclists to use the Reading Station underpass as a traffic-free route from Station Hill to Vastern Road to help strengthen the north-south cycle connection to the River Thames and Caversham. The Development proposals have therefore considered how this potential north-south link could be connected to by the scheme and how the Development could improve cycle connectivity in general for Reading.

3.4.4 With consideration to the above and through further liaison with RBC the masterplan has been developed acknowledging the principles described below:

- Cycle access through the site at podium level will be permitted, with the landscape strategy developed effectively as shared space to promote cautious and considerate cycling through the scheme thereby significantly reducing the risk of collisions with pedestrians;
- Cyclists encouraged to use designated cycle routes such as Garrard Street, Station Hill, Greyfriars Road and Friar Street;
- Visitor cycle parking stands will be provided at the entrances to the development within the public realm;
- Cycle parking for residents and employees will exceed RBC standards and be secure, covered and provided adjacent to the designated cycle routes within plots;
- Facilities such as showers, lockers and drying rooms will be provided
- Proposals for the Station Square / Pocket Park will:
    - facilitate RBC's aspiration of allowing cyclists to use the railway underpass;
    - assume shared pedestrian and cycle principles; and
    - provide cyclists using the subway and Station Hill with a new wheeling ramp to facilitate access up the steps to Station Square as an alternative to the existing ramp.
- Consider how the neighbouring cycle routes could be improved and enhanced for cyclists if necessary. These routes include;
    - Greyfriars Road;
    - Garrard Street; and
    - Station Hill.

3.4.5 Based on these principles the Cycle Strategy for the site has been developed and illustrated on **Figure 3.3.** This shows how the Development promotes and strengthens cycle connectivity with a package of measures encouraging and aimed at enabling travel by bicycle. The cycle improvement measures being proposed are discussed below.

Figure 3.3: Cycle Strategy



Proposed Cycle Route Improvement Scheme

3.4.6 Through liaison with RBC consideration was made to how the on-street cycle routes on Garrard Street, Greyfriars Road and Station Hill could potentially be improved for cyclists as part of the development proposals taking into account the complex existing pedestrian, vehicle and cycle access requirements in the area. The proposals include the following enhancements on Station Hill, Greyfriars Road and Garrard Street:

- Shared Footway/Cycleway on Station Hill and Greyfriars Road indicated with embedded shared foot/cycleway markings to support shared nature (adjacent to Plots A, B and C), which will connect through to the subway;
- Coloured Advisory Cycle Lanes along Greyfriars Road on both sides of the road creating a direct north south cycle link between Station Hill and Friar Street;
- On-road Cycle Markings and signage along the length of Garrard Street to highlight to drivers the likely presence of cyclists along this route;

- Raised Crossing across Garrard Street to act as a traffic calming measure to slow drivers when entering and exiting Garrard Street;
- Tightening of kerb radius at Garrard Street / Greyfriars Road and Tudor Road / Greyfriars Road junctions to act as a traffic calming measure and to assist cyclists position and reduce conflict with vehicles;
- Creation of on-street car parking on Garrard Street to enable RBC to remove parking on Greyfriars Road if required.

3.4.7 The phasing of the cycle enhancements will be delivered in steps along with the proposed development phases and construction programme.

3.4.8 It is therefore proposed that the shared pedestrian / cycleway between the subway and Greyfriars Road and cycle markings and signage along Garrard Street be delivered in Phase 2. The remaining enhancements will be delivered for Phase 3.

3.4.9 It should be noted that The proposed cycle improvement scheme will be subject to agreement with RBC Highway Authority under a s278 agreement.

Cycle Parking Provision

3.4.10 The cycle parking provision for the site proposes to exceed RBC Cycle Parking Standards where feasible. This section details the cycle parking provision for Phase 2 and Phase 3 of the Development based on Illustrative Option 3.

3.4.11 As a minimum, RBC standards specify that cycle parking for office use should be provided at 1 space per 200m², and for retail facilities these should be provided at 1 space per 6 staff and an additional space per 300sqm.

3.4.12 RBC standards do not set a minimum requirement for office visitor cycle parking. However, we are proposing to provide sufficient capacity for office employees and visitors, with visitors being able to arrange access to the bicycle store when visiting the Development as well as store bicycles externally.

3.4.13 The Development proposes showers and lockers for use by cyclists and other active transport users. Whilst the road legality of micro-scooters (or other similar personal mobility vehicles) has not be resolved, they are becoming more popular in town and city centres with commuters. The proposal therefore allows the flexibility for the safe and secure storage of micro-scooters or similar.

3.4.14 Residential cycle parking as a minimum will be provided at 0.5 spaces per 1-2 bedroom flat and 1 space per 3+ bedroom flat but it should be acknowledged that this will likely be exceeded. The hotel will provide cycle parking at 1 space per 6 staff members as a minimum.

3.4.15 The minimum cycle parking provision for the Development is provided in **Table 3.1** based on illustrative Option 3.

Table 3.1: Proposed Cycle Parking Provision

G		C		A/B/D	Hotel	Public Realm	Total
Office	Retail	Office	Retail				
240*		230	21	125	25	90	731

*Detail Plot G proposal

3.4.16 Additional consideration to serve visitors of the office and Development has been made within the public realm to provide parking for 90 bicycles via Sheffield stands in the public realm. This exceeds the minimum requirements detailed above.

Motorcycle Parking

3.4.17 Motorcycle parking will be provided in accordance with RBC parking standards, which equates to 2% of the total car parking provision. The proposals seeks up to 835 spaces this would be 17 motorcycle spaces.

Car Parking

3.4.18 The development proposes up to a maximum of 835 parking spaces, across the overall site (Phase 2 and Phase 3 combined), which is consistent with the overall maximum of 1000 spaces for the previously consented SH3 scheme. The allocation of spacing based on the following as detailed more fully within TA. The car parking provision is broken down in **Table 3.2**.

Table 3.2: Proposed Total Car Parking Provision

Plot C Office	Plot G Office	Plot A/B Residential	Town Centre Occupiers*	Public Spaces	Total
184	141	75	145	290	835

* Reflects approximate existing use.

Disabled Car Parking

3.4.19 Disabled car parking will be provided in accordance with RBC parking standards and will provide 25 disabled car parking bays as a minimum for Phase 2 and Phase 3 of the Development (based on Illustrative Option 3 and up to 835 car parking spaces). These will be located close to the relevant accessible cores by use and plot.

Electric Vehicle Charging

3.4.20 It is proposed that 20% active and 20% passive charging facilities will be provided for the car parking spaces provided as part of the Development proposals.

3.4.21 The Development will provide up to 167 active and 167 passive car parking facilities based on the maximum 835 spaces sought.

4 Developing the Travel Plan

4.1 Principles

4.1.1 The principles of a TP are based on addressing the transport needs of a specific development. A successful TP offers users of the development a choice of travel modes to and from the development site. The TP is a flexible and dynamic document that considers the evolving requirements, and circumstances of the development to which it applies and should be reviewed and updated on a regular basis.

4.1.2 To meet the evolving requirements, the TP sets out a structure for the ongoing management of the employment land uses across the site.

4.2 Policy & Best Practice

4.2.1 Travel Plans are an integral part of the Government's policy for the creation of sustainable communities at a national, regional and local level. They are key elements of both national transport planning and policies as well as of regional and local policies.

4.3 National Planning Policy

4.3.1 National policy has moved towards securing more sustainable outcomes with emphasis on minimising the need to travel, reducing car use and encouraging more sustainable modes of transport. The National Planning Policy Framework (NPPF) was adopted in March 2012 and has since been updated in June 2019. In considering travel in the context of planning applications the following NPPF paragraph is relevant:

Paragraph 29: "The transport system needs to be balanced in favour of sustainable transport modes, giving people a real choice about how they travel. However, the Government recognises that different policies and measures will be required in different communities and opportunities to maximise sustainable transport solutions will vary from urban to rural areas."

4.3.2 This statement emphasises the need to plan for sustainable travel, but also to be pragmatic about the variability of transport options in different communities.

4.4 Local Policy

4.4.1 This TP has been written in consideration of the following national, regional and local planning policy and guidance. This includes the following:

- Reading Borough Council Local Plan (adopted November 2019);
- Reading Borough Council Revised Parking Standards and Design Supplementary Parking Document (Adopted October 2011);
- Reading Borough Council Third Local Transport Plan, 2011-2026 (adopted April 2011); and

5 Case for Continuous Improvement

5.1 Background

5.1.1 Continuous improvement involves making continual small improvements as elements of a process rather than big changes at irregular periods. This requires close monitoring and control. Continuous improvement within a TP is a vital component to ensuring the document continues to be relevant and evolving whilst simultaneously meeting the travel objectives and targets set out in **Chapter 8**.

5.1.2 The TP Coordinator will monitor the progress and instruct an independent transport consultant to undertake a survey of the means of travel by all users of the site. This independent survey must be undertaken one the site is occupied and thereafter for the period of two years for a minimum of 6 years.

5.2 Low Carbon Travel

5.2.1 Promoting low carbon travel and moving to a low carbon economy presents both huge opportunities, challenges and the ability to reduce emissions, to meet The Climate Change Act (2008). The Climate Change Act included a 2050 target to reduce Greenhouse Gas (GHG) emissions by 80% in 2050 from 1990 levels. This target is broken down into carbon budgets which provide small continuous improvements in reducing carbon emissions within the UK.

5.2.2 In addition, Reading Borough Council has declared a climate emergency and set its own target to be carbon neutral by 2030.

5.2.3 Transport accounts for around 25% of UK GHG emissions[1] and of this figure it is expected that commuting and business trips generate over a third of car emissions[2]. Low carbon travel is a key component of Reading's Local Transport Plan (2011), a key policy consideration for the site. The delivery and promotion of sustainable, low carbon transport across Reading and the UK has a number of well-established benefits and provides a high value for money investment that meets local and national objectives.

5.3 Health & Well-Being

5.3.1 There have been numerous studies which prove that sustainable travel can promote health and stress-reduction, which leads to reducing absenteeism in the workplace. Enabling people to walk or cycle for local and everyday journeys (such as commuting to work) creates a healthier and efficient workforce, which reduces public spending on conditions linked to physical inactivity. Research has shown that the additional uptake of cycling due to the provision of the National Cycle Network saves the economy over £160 million[3] each year by reducing levels of obesity.

5.3.2 Encouraging sustainable travel can also improve air quality. RBC is monitoring air quality and currently provides the following sustainable travel measures to help achieve improvements to local air quality:

- Cross boundary cycle routes continue the development of national cycle network;
- Cycle route infrastructure improvements;
- Reading Buses investment programme;
- Bikeability cycle training to all schools across Reading and funding a cycle officer.

[1] https://www.gov.uk/government/policies/transport-emissions

[2] DFT (2009) *Low Carbon Transport: A Greener Future* [page 30]

[3] Sustrans (2016) http://www.sustrans.org.uk/policy-evidence/the-impact-of-our-work/tackling-physical-inactivity

6 Influencing Travel Behaviours

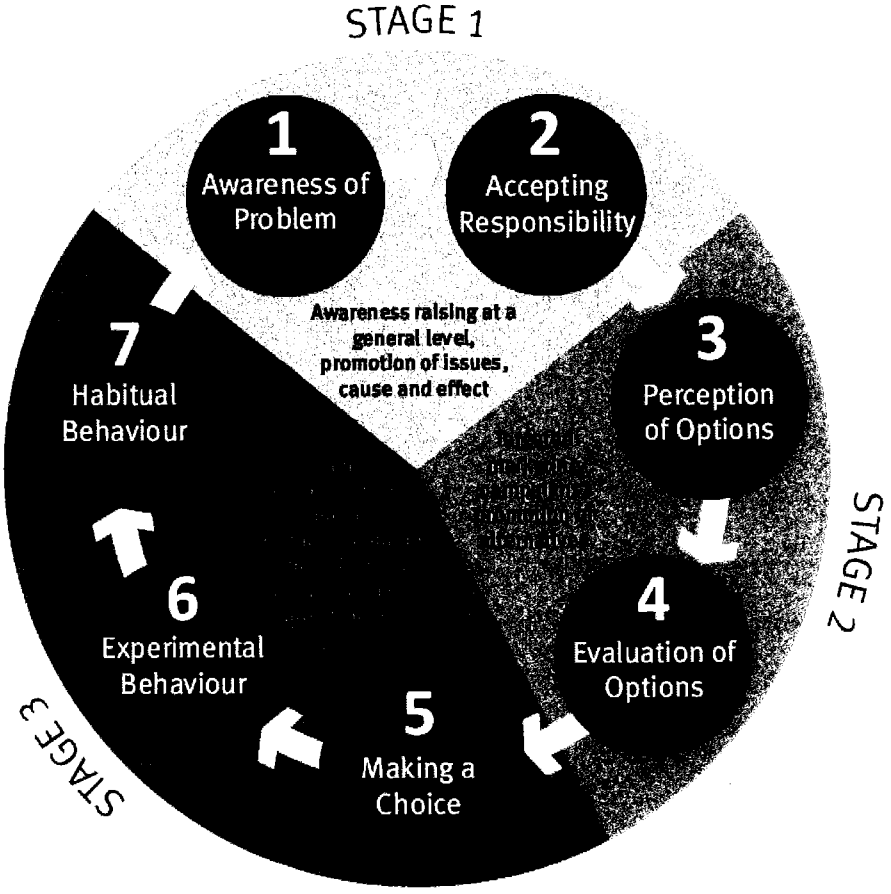
6.1 Introduction

6.1.1 Due to the strategic location of the site, users of the site will be influenced by the ease of travel by sustainable modes.

6.2 Seven Stages of Change

6.2.1 **Figure 6.1** describes the seven stages of the behaviour change process. It shows that once an employee is aware of a problem, for example; the costs of private car use, they generally go through five thought processes of; accepting responsibility, acknowledging alternatives, evaluating the alternatives, deciding on an alternative and trying an alternative before they actually make a sustained change to a different mode of travel.

Figure 6.1: The Seven Stages of Behavioural Change



6.2.2 By understanding this process, we can design measures which best influence an employee, resident or visitor at each of the different stages of decision making. In designing measures that are applicable and effective at changing travel behaviour it is essential that the TP is regularly monitored and reviewed since any habitual behaviour, which has been influenced during the decision making process, can be reversed by external influences such as poor weather conditions.

7 Objectives, Targets and Indicators

7.1 Introduction

7.1.1 This chapter states the objectives of this TP, broken down into expected travel characteristics, targets and indicators. These will provide a long-term strategy for the site to promote a large proportion of journeys being by more sustainable means and to support wider Corporate Social Responsibilities (CSR) for the commercial land uses and tenants.

7.2 Objectives

7.2.1 The following objectives are identified for the TP;

- Promote travel choice and accessibility to and from the development for all users of the site;
- Encouraging and maximising the quantity of journeys made to and from the site more sustainably via foot, by cycle, public transport and through car sharing, thus reducing the quantity of single occupancy car journeys to and from the site;
- Promoting a healthy and accessible work environment and raising awareness of the many benefits of travelling more sustainably; and
- Act as a guide for the development of future individual Travel Plans based upon the thresholds contained within the RBC Development Framework Core Strategy, adopted 2015.

Employee Travel Characteristics

7.2.2 The employee travel characteristics on site cannot be set out at this stage, as the specific occupiers are yet to be confirmed for the development.

7.3 Targets

7.3.1 Achievable but stretching mode shift targets are in important element of ant travel plan. Travel plan target should be SMART, that is:

- **S**pecific
- **M**easurable
- **A**ttainable
- **R**ealistic
- **T**ime-bound

7.3.2 At this stage of the process it is not possible to identify the possible travel profiles of future residents, employees and visitors to/from the proposed redevelopment.

7.3.3 As discussed previously, the site is highly accessible by public transport and given the restrained car parking provided as part of proposed redevelopment, there is clear evidence the target mode share will meet the aspirations of RBC for a town centre location.

7.3.4 An initial baseline travel survey, typically after 50% of each land use is occupied, will be used to determine the baseline mode share. These baseline results will be employed to set long-term targets.

7.3.5 Notwithstanding, a preliminary assessment of the likely mode share associated with each land use at the site has been undertaken. The methodology used has been calculated following the agreed methodology used for the SH3 and subsequent Telecom House application.

7.3.6 The main principles of the mode share calculations are summarised below:

Office Employee Mode Share

- *"2001 Census data has been analysed for the mode of travel from home to work with the destination (work) being the town centre output area (Ref: OOMCMR000022). The 2001 mode of travel from home to work with the destination (work) data has been used;*
- *The person trips generated by the office has been adjusted by mode, on the basis that the office parking spaces would be fully utilised and the remaining trips would arrive/depart by the other modes in the same relative proportions as census data;*
- *The rail mode share has been increased (broadly doubled) to account for the increased attractiveness of rail use as part of the Reading Station Area Major Upgrade scheme. The mode share for other means have been adjusted accordingly".*

Retail and Hotel Employee Mode Share

- As office above, but retail and hotel employees do not have allocated car parking and therefore the mode share has been adjusted pro-rata to achieve a 0% car driver mode share. This methodology was previously agreed for retail employees and has been adopted for hotel employees on this basis.

Residential Mode Share

"For the proposed residential dwellings included within the proposal the mode share has been informed from the JTW Census data for the Abbey ward". It should be noted this has been subsequently adjusted to account for the reduced car parking allocation proposed.

Hotel Guests Mode Share

- The modal share for guests of the hotel has been derived from sites extracted from the industry-standard TRICS database. The TRICS outputs are included within the TA for reference.

7.3.7 The preliminary baseline mode share is set out based on the estimated modal split for each land use as calculated within the TA. This is shown in **Table 7.1** below.

Table 7.1: Preliminary Baseline Mode Share

Mode	Office (staff)	Residential (residents)	Retail & Hotel (staff)	Hotel (guests)
Walking & Cycling	20.6%	36.9%	21.9%	39.5%
Public Transport	68.0%	36.5%	77.0%	22.7%
Multi vehicle occupant	1.7%	3.5%	0.1%*	14.8%
Driving a car or van	8.8%	17.0%	0.0%	22.9%
Other	0.8%	6.0%	0.9%	0.0%
Total	**100%**	**100%**	**100%**	**100%**

* Drop off close to site

7.3.8 This preliminary baseline has been set taking into account the location of the site within an area of excellent public transport accessibility and local services. However, the targets should be reviewed and re-set upon completion of the baseline surveys in consultation with RBC.

8 Travel Plan Management

8.1 Introduction

8.1.1 This chapter provides a summary of the key responsibilities regarding Travel Plan Management at the site.

8.2 Site-Wide Travel Planning Co-ordinator (SWTPC)

8.2.1 The SWTPC will be appointed by the developer to manage the travel planning co-ordination for various land uses and plots across the site prior to the individual Occupier Travel Plan Co-Ordinators (OTPC) being appointed.

8.2.2 The SWTPC will be responsible for overseeing the implementation of the TP based on this initial document including the promotion of its contents to prospective occupiers. The SWTPC will be responsible for contacting RBC to advise on the progress of the TP. Some of the key responsibilities of the SWTPC are set out below and will be reviewed on a regular basis:

- Undertaking the role of Residential Travel Plan Co-ordinator and producing a Residential Travel Plan for implementation, monitoring and maintaining at the residential development on site;
- Meet with the individual occupiers to ensure an integrated approach to accessibility across the site;
- Ensuring that each occupier has appointed an Occupier Travel Plan Co-ordinator (OTPC);
- Ensuring that OTPCs are introduced to the respective users (staff, residents).
- Ensuring that each OTPC complies with the travel plan standards and meets specific targets;
- Analysing the results of the travel surveys and liaising with RBC to discuss the results against the targets set; and
- Organising Personalised Travel Planning programmes and the preparation of personalised Travel Welcome Packs and a generic Travel Welcome Pack as appropriate.

8.2.3 After full occupation of the redevelopment, the SWTPC will liaise with RBC to agree on the day to day responsibilities of the travel plan that will be passed on to the OTPC's.

8.3 Occupier Travel Plan Co-ordinator (OTPC)

8.3.1 Prior to the occupation of each building, any occupier will be required to name an OTPC whose details will be provided to RBC within 3 months of occupation of the site. An OTPC will remain in position for as long as the occupier is on the site. It is expected that the role of the OTPC will be a part-time position undertaken by an existing employee within the workplace elements of the site, and by the appointed building manager of the residential management company within the residential element of the site.

8.3.2 If an OTPC is not named until after occupation, a representative (such as a senior manager) shall act as the main contact until the OTPC is in place. The representative will be responsible for distributing the Travel Welcome Packs to all employees or tenants prior to/on their first day of occupation.

8.3.3 Some of the key responsibilities of the OTPC's are set out below; these will be reviewed on a regular basis.

- To promote and guide the development of their respective OTP within the FTP;
- To advise occupiers in all matters relating to sustainable travel including providing information on public transport, cycling and walking;
- Obtain and advise on easiest access to current network, timetable and fare information from the SWTPC and ensure this is made readily available to occupiers;
- To encourage those living/working in close proximity to the site to walk or cycle to work;
- To undertake at least biennial employee travel surveys and compare these to the modal split targets identified;
- To liaise with the SWTPC and other OTPCs to share information and ideas
- The OTPCs will ensure that all the necessary systems relating to the OTP, including data collection and recording, as well as the occupier travel database, are established, maintained and regularly updated.
- The OTPC's will review the OTP annually following the travel surveys and the process of monitoring and review will feed into the review of the FTP.

8.4 Funding and Handover

8.4.1 In the short term, the ownership of the FTP lies with the Site Management Company and the developer throughout the construction period and until the point of handover to OTPC's after full occupation. All tasks associated with Travel Plan Management will be funded by the developer until occupation of the site.

9 Measures and Action Plan

9.1.1 In order to meet the objectives, set out in **Section 7** of this FTP, a number of measures will be considered for implementation at the proposed development. These have been included in the Action Plan shown in **Table 9.1**, with indicative timescales and responsibilities. Further Action Plans with bespoke measures for each land use will be included in the separate OTPs.

9.1.2 A summary of the proposed site-wide measures are provided in **Table 9.1**.

Table 9.1: Site Wide Measures

	Measures	Implementation	Responsibility
Management	Appoint SWTPC	Prior to occupation	Developer
	Appoint designated employer OTPC	Upon occupation	Occupier
	Ensure that leases include commitment to achieving objectives of FTP Plan	Prior to occupation	Developer
General	Provide disabled access, including varying levels of disability including visual impairment	Prior to occupation	Developer
	Develop and provide Welcome Packs to residents and staff	Prior to occupation	Developer
	Promote benefits of sustainable travel by means of articles, newsletters, Notice Boards, website	Regularly	TPC and OTPC
Pedestrian and cycling	Provide internal network of footways and cycling signage to facilitate pedestrian and cycle movements across the development (for all user types regardless of mobility or visual impairment)	Prior to occupation	Developer
	Include walking and cycling maps and information on journey times to key destinations on Notice Boards/web pages	Prior to occupation	Developer
	Offer cycle proficiency training in conjunction with RBC	Upon occupation	TPC
	Promote of events (e.g. national walk to work day) and lunchtime/evening walk/cycle activities	Regularly	TPC
	Provide dedicated, secure and convenient cycle storage	Prior to occupation	Developer
	Provide locker and changing facilities for staff	Prior to occupation	Developer
	Promote walk-buddy/ cycle-buddy schemes to share daily journeys to work on foot and cycle	Regularly	TPC and OTPC
Public Transport	Provide staff and residents with up-to-date information, and consider offering discounts to occupiers.	Regularly	TPC and OTPC
	Provide up-to-date public transport timetables and information including links to RBC travel-info website and journey planning websites	Regularly	TPC and OTPC
	Implementation of a controlled car park entry system and Car Park Management Plan	Prior to occupation	Developer

	Measures	Implementation	Responsibility
Parking	Agree site car parking priority for residential and commercial occupiers	Prior to occupation	Developer
	Incentives to car sharers (eg prize draws for a free/subsidised MOT, car wash and valet)	Ongoing	TPC and OTPC
Car Sharing	During staff induction, the occupiers will seek to match as many potential car sharers as possible with other staff who live nearby	Upon occupation	TPC and OTPC
	Introduce a car club vehicle available to residents	Prior to occupation	Developer
	Promote car sharing with links to liftshare.org and regularly updated posters, notice boards, and emails	Regularly	TPC
	Consolidation of Deliveries	Prior to occupation	FM/ DSP Coordinator

10 Monitoring and Review

10.1 Introduction

10.1.1 The Good Practice Guidelines state that Travel Plans should be evolving documents that need regular updating. Implementing a Travel Plan involves:

"...a continuous process for improving, monitoring, reviewing and adjusting the measures in the plan to reflect changing circumstances".

10.1.2 This section summarises how this is intended to be delivered for this site-wide TP.

10.2 Monitoring

10.2.1 Surveys, monitoring and review of targets for each land use will take place at 50% of full occupation of the residential dwellings or within six months of first occupation, whichever takes place first. The methodology for these surveys will be agreed with RBC prior to the baseline surveys taking place.

10.2.2 Upon completion of surveys, separate Occupier Travel Plans will be produced for each land use (on the basis that these have been occupied), with defined targets which will be issued to RBC within one month of completing the baseline survey. Further monitoring surveys will then be conducted in Years 1, 3 and 5 following occupation with monitoring reports issued to RBC.

10.2.3 **Table 10.1** below gives the timescales for the monitoring and review of the TP.

Table 10.1: Monitoring Actions

Action	Timescale
Baseline travel survey of all residents	6 months of first occupation or when 50% of units are occupied (which ever takes place first)
Separate OTP following baseline surveys	Following baseline travel surveys
Future occupier travel surveys	Year 1, 3 and 5
Undertake a comprehensive strategic review of all aspects of the TP (including Objectives, Targets, the Action Plan and Monitoring programme)	Following baseline survey and surveys in years 1, 3 and 5

11 Summary and Conclusions

11.1.1 This FTP has been prepared Peter Brett Associates LLP (PBA) on behalf of SH Reading Master LLP in support of a hybrid planning application for the redevelopment of the Station Hill North site.

11.1.2 The site is located in Reading, immediately south of the railway station. It is comprised of Phases 2 and 3 of the wider Station Hill development.

11.1.3 The FTP sets out site-wide objectives and targets to promote a shift away from motorised modes and towards more sustainable modes, as well as measures to ensure this. Targets have been set taking into account the location of the site, which is provided with frequent railway and bus services, and adequate pedestrian and cycle infrastructure.

11.1.4 Responsibility of the Travel Plan will lie with the site-wide Travel Plan Coordinator upon first occupation, whilst separate Occupier Travel Plan Coordinators will be appointed for each land use.

11.1.5 An Action Plan with measures, timescales and responsibilities has been included in this FTP, in order to ensure that objectives and targets are met. However, it is expected that further Action Plans with bespoke measures for each land use will be prepared as part of the separate Occupier Travel Plans.

Appendix G - Approved Construction ESP (South Site)

Reading UK

JRL MIDGARD

STATION HILL

Station Hill South – Redevelopment of former Telecom House, Friars Walk and Station Hill

Construction Employment and Skills Plan

In July 2016 outline planning permssion was granted for the erection of buildings on the brownfield site of the former Telecom House (Friar St), Friars Walk, Garrard Street and Station Hill, Reading. This permission related to Plot E and Plot F on the Station Hill site, and was granted under consent numbers 151426 /151427. A Section 106 agreement (No 4244) was signed at the same time for the provision of an Employment and Skills Plan. In March 2019 SH Reading Master LLP agreed a detailed planning consent for Plots E and F (permission numbers 190442 / 190441) allowing development to move forward.

The development is predominantly residential, ranging from one to 11 storeys in height, including 538 apartments in a mix of studio, one, two and three bedroom units. There is provision for retail and leisure spaces at ground level, with various amenity spaces, car parking, cycle storage, landscaping and associated works.

Midgard Limited ("**Midgard**") has been appointed as the lead contractor and an Employment and Skills Plan was submitted and approved on 11th February 2020, based on estimated build costs of £120 million, and an expected construction period of 150 weeks. It is anticipated that some 220 fte jobs will be created on the site, which is one of the largest urban development schemes to have been delivered in central Reading.

SH Reading Master LLP through its contractor Midgard is committed to deliver a specific training and employment programme that generates social and economic benefits for the local population, particularly in relation to recognised skills gaps in the local area. As such, the Employment and Skills Plan (ESP) has been developed in line with the guidance contained in Reading Borough Council's Employment Skills and Training SPD (April 2013) and through specific discussions with Reading UK (the Council's delivery partner).

The following Employment and Skills Plan is now agreed and sets out the commitment to maximise the opportunities for the local community.

Target – Apprentices	**Action**	**Comment**
20 x Apprenticeships 16-18 years	Midgard has limited scope for working with under-18s on site. To mitigate this target Midgard will provide a construction trades event at a local school, promoting the range of apprenticeships that are available with the sector. This event will highlight the range of trades and types of opportunites available to young people entering the industry.	Reading UK will introduce Midgard to schools which would most benefit from the interaction between the contractor and its pupils.
20 x Apprenticeships 19+	Midgard shall use reasonable endeavours to see that the relevant number of apprenticeship places are created on site – either directly or through Midgard's managing agents and their supply chain. Midgard is responsible for all associated costs. Apprentices to fall within the following build elements: • Mechanical, electrical and Plumbing • Scaffolding • Brickwork & Blockwork	Reading UK CIC may introduce developers to CoTrain – part of CITB for "temporary" apprentice placements
Target – Employment Initiatives		
Progression into employment – a minimum of 42 attendees will attend a minimum of FOUR supported employment programmes. Aimed at unemployed *less* than 6 months	Midgard and its sub-contractors to support progression into employment for local residents unemployed **less** than 6 months	Reading College will run supported employment courses leading to the CSCS test, which Midgard will support. (With an average of 12 attendees per sessions.) Other local providers may provide similar courses to be confirmed with Midgard.

		Totals to include NEETS
Progression into employment – a minimum of 30 attendees on a minimum of THREE supported employment programmes. Aimed at unemployed *more* than 6 months	Midgard and its sub-contractors to support progression into employment for local residents unemployed **more** than 6 months	Reading College will run supported employment courses leading to the CSCS test, which Midgard will support (with an average of 12 attendees per session). Other local providers may provide similar courses, to be confirmed with Midgard. Totals to include NEETS
TARGET – Local Employment		
Progression into employment – 110 x guaranteed jobs for local people 18+ years	- Midgard and its sub-contractors will make reasonable endeavours to employ a significant proportion of the site workforce from local residents. - Midgard will make reasonable endeavours to employ at least 50% of all staff on site who are resident in the Reading travel to work area (defined as the Boroughs of Reading, Wokingham and Bracknell). - Midgard to support employment outreach for local people with barriers to work (eg mental health conditions) and share best practise at the Reading Stronger Together job event.	This applies to all supply chain contractors and sub-contractors. Midgard agrees to attend local Job Fairs as appropriate. All jobs created to be advertised through DWP Reading Jobcentre Plus to maximise local recruitment opportunities. Midgard to record names, job role, post code and ages. Midgard will support the Stronger Together event and may also consider attending the Job Fest, taking place early Oct 2020
TARGET– Training Initiatives NEW ENTRANTS		
Min 180 x students from local school/college/ university to visit construction site	Midgard, in conjunction with Reading UK, will arrange site visits for local schools, FE providers and Reading University Construction Faculty, with a view to promote career prospects within the industry.	Reading UK will introduce Midgard to University of Reading and Reading Collge. Women into Construction talks to be provided at Reading Girls School. Talks to be given on working in the sector at College as well as hosted visits from schools and college.
30 x Work Experience 16+ years	Midgard and sub-contractors will commit to hosting work experience for students who have an interest in construction	A variety of work experience to be considered from local college, university, providers working with young or ex-offenders.

	either via Reading College, Reading University or another identified local provider.	Other referals to be advised by Reading UK or from Midgard's own programmes.
26 x Work Experience "NEETS"	Midgard and sub-contractors will commit to hosting work experience for young people who are NEET aged 16-24 years.	Reading UK to introduce Midgard to providers working with young unemployed people with a view to referral for jobs and work experience opps

Signed: N.D. Horton-Baker

Name: N. D. HORTON-BAKER

Date: 23.04.2020

On behalf of Reading UK

Signed:

Name: JAMES BASSETT

Date: 3/4/20

On behalf of Midgard Limited

Signed:

Name: Callum Thorneycroft

Date: 20th March 2020

On behalf of SH Reading Master LLP