

DATED

21 Dec

2021

UNIVERSITY OF READING

(the Owner) (1)

and

READING BOROUGH COUNCIL

(the Council) (2)

HURST GROVE ESTATES LIMITED (3)

(the Developer)

AGREEMENT

**constituting Planning Obligations relating to
land adjacent to 43 Upper Redlands Road, Reading Berkshire, RG1 5JE**

(Appl. No: 210308)

**Michael Graham LLB (Hons);
MBA**

**Assistant Director of Legal
and Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU**

IKEN NO.

S106 No 210308/FUL

THIS AGREEMENT is made the 2nd day of December 2021

BETWEEN:

UNIVERSITY OF READING of Whiteknights House, P O Box 217, Reading RG6 6AH
(hereinafter referred to as “the Owner”) (1) and

READING BOROUGH COUNCIL of Civic Offices Bridge Street Reading RG1 2LU (“the
Council”) (2)

HURST GROVE ESTATES LIMITED (CRN 05849522) of Hurst Grove Sanford Lane Hurst
Reading Berkshire RG10 0SQ (“the Developer”) (3)

RECITALS

A. Planning Obligation

This Agreement constitutes a planning obligation within the meaning of the term in
Section 106 of the Town and Country Planning Act 1990 as amended by the Planning
and Compensation Act 1991 (“the 1990 Act”)

B. The Land

The Council is the Local Planning Authority for the purposes of the 1990 Act for the
Borough of Reading in which the land adjacent to 43 Upper Redlands Road,
Reading, Berkshire RG1 5JE (“the Land”) more particularly described in the
Schedule hereto is situated and the Council is the authority who can enforce the
provisions of this Agreement

C. Land Ownership

The Owner is the owner of the freehold of the Land and the Developer is the
contracting purchaser of the Land and each has an interest in the Land within the
meaning of the term in Section 106(9)(b) of the 1990 Act

D. Planning Application

An application (given reference 210308/FUL by the Council) has been submitted to the Council for the development of the Land hereinafter described by the Developer

E. Planning Permission

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

NOW IN PURSUANCE OF THE POWERS CONTAINED in Section 106 of the 1990 Act IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following expressions shall have the under mentioned meanings:-

“1990 Act”

means the Town and Country Planning Act 1990 as amended

“Affordable Housing”

means social rented housing affordable rented housing and intermediate housing as defined in Annex 2 of the National Planning Policy Framework published on 20 July 2021 or any subsequent definition in any revision amendment or re-enactment thereof published by the U K Government

“the Affordable Housing Contribution”

means the sum of SIXTY-EIGHT THOUSAND THREE HUNDRED AND THIRTY THREE POUNDS. (£68,333.00) towards the provision by the Council of Affordable Housing in the Borough which is not being provided by the Owner on the Land

“this Agreement”

means this planning obligation by agreement pursuant to Section 106 of the 1990 Act

“the Application”

means the application for planning permission submitted to the Council and given reference number 210308/FUL

“develop” and “development”

shall be construed in accordance with Section 55 of the 1990 Act

“the Development”

means the erection of a single detached dwelling house with associated access parking and landscaping to be permitted by the Planning Permission

“the Effective Date”

means the date of this Agreement

“Implementation”

means the carrying out of a “material operation” as defined in Section 56(4) of the 1990 Act save that this definition shall not include any works of site clearance ground investigation site survey works temporary access construction works construction of boundary fencing hoardings or compounds decontamination soil investigation and archeological testing and the laying and diversion of services and service media and “Implement” and “Implemented” shall be construed accordingly

“Implementation Notice”

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

“Index”

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

“Interest”

Means the Interest payable in the event of late or non-payment of the Affordable Housing Contribution

“the Land”

means the land described in the Schedule hereto

“New Dwelling”

means the new dwellings formed or to be formed in the carrying out of Development pursuant to the Planning Permission

“Occupation”

means (for the purposes of the covenant in Clause 5) the first beneficial occupation of a New Dwelling for residential purposes following Implementation of the Planning Permission and “Occupied” shall be construed accordingly

“Occupation Notice”

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

“the Planning Permission”

means planning permission granted by the Council pursuant to the Application substantially in the form of the draft set out in the Annexure hereto

1.1 Interpretation

IT IS HEREBY FURTHER AGREED that unless the context otherwise requires:

- 1.2.1 the singular shall include the plural and vice versa
- 1.2.2 references to any party shall include the successors in title of that party
- 1.2.3 where a party includes more than one person the obligations of those persons shall be joint and several
- 1.2.4 references to Clauses Schedules and the Annexure are references to clauses schedules and the Annexure respectively in this Agreement
- 1.2.5 references to a statute or statutory instrument shall mean and include any statutory revision amendment or re-enactment thereof
- 1.2.6 words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit infringement of the restriction

AND THAT Clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation

2. LEGAL EFFECT

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

2.4 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission) granted by the Council or by the Secretary of State on appeal or by reference to him after the date of this Agreement

2.5 If any provision of this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

2.6 The Owner shall in parting with its entire interest in the Application Land be released from all liability under the terms of this Agreement except in respect of any breach subsisting prior to parting with the Application Land or that part of the Application Land to which the breach relates

2.7 This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory functions nor in any other capacity

3. CONDITIONALITY

3.1 Subject to Clause 2.2 below this Agreement shall have immediate effect

3.2 The covenants by the Owner in Clause 4 are conditional upon the grant by the Council of the Planning Permission on the Effective Date and Implementation of the Development

4. COVENANTS BY THE OWNER: DECLARATION

The covenants by the Owner hereinafter set out are entered into with the intent that those covenants shall (subject to Clause 5) be enforceable without any limits of time against the Owner and any person deriving title from the Owner to all or any part of the Land and any person deriving title under them in respect of a lesser interest in the whole or any part of the Land as if that person had also been an original covenanting party in respect of the interest for the time being held by him

5. THE OWNER'S COVENANTS

The Owner COVENANTS AND AGREES with the Council to pay the Affordable Housing Contribution as increased by the indexation provision in Clause 10 to the Council no later than the date of first Occupation of the New Dwelling to be Occupied and not to Occupy the New Dwelling until such payment has been made to the Council in full including any interest due thereon under the terms of this Agreement

6. CESSER OF LIABILITIES

The liabilities of the person who for the time being is the Owner under this Agreement in relation to the Land shall cease (subject to and without prejudice to the Council's rights in relation to any antecedent breach of the obligations contained in this Agreement) after the person has parted with all its interest in the Land

7. NO WAIVER

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 thereof by the Owner

8. RIGHTS OF THIRD PARTIES

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

9. LOCAL LAND CHARGE

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

10. REVOCATION

In the event that the Planning Permission expires or is quashed before implementation or is (without the consent of the Owner) revoked by any statutory enactment then in that event the provisions of this Agreement shall lapse and determine and in that event the Council will thereafter effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement

11. INDEXATION

The amount of any contribution payable under the provisions of Clause 5 of this Agreement shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the date on which the respective contribution is payable

12. INTEREST ON UNPAID MONIES

If any payment due under this Agreement is paid late interest at the rate of 4% per annum above the base rate of Lloyds Bank plc for the time being in force will be payable from the date payment is due to the date of payment

13. LEGAL FEES

The Owner agrees to reimburse the Council the legal costs and expenses incurred by the Council in the preparation and completion of this Agreement in the sum of £1760.00 such sum to be paid to the Council on the Effective Date

14. MONITORING FEE

The Owner agrees to pay the Council's costs and expenses incurred or to be to be incurred by the Council in the administration and monitoring of the provisions of his Agreement in the sum of £400.00 such sum to be paid to the Council on the Effective Date

15. PAYMENTS TO THE COUNCIL

Any payments due to the Council under the terms of this Agreement (SAVE AND EXCEPT for the legal fees payable to the Council under the provisions of the Clause 12 and the monitoring fee under the provisions of Clause 13) shall be paid to the Council by means of telegraphic transfer to the Council as follows:

Reading Borough Council

Sort Code: 30-91-31

Account Number: 00271502

Lloyds Bank plc 24 Broad Street Reading RG1 2BT

quoting reference: SN/ 017425/210308 or other reference quoted in relevant S106 Demand Notice issued in respect of the obligation

17. NOTICES

Any notices 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 special delivery post to the party to be served at its address herein specified or such notice or other written communication to be given by the Council shall be deemed valid and effected if on its face it is signed on behalf of the Council by a duly authorised signatory

18. ADDRESS FOR SERVICE

The address for any notice or other written communication is for the Council at Civic Offices Bridge Street Reading RG1 2LU for the Owner at Whiteknights House P O Box 217 Reading RG6 6AH or any other address notified in writing to the Council; and for the Developer at Hurst Grove Sanford Lane Hurst Reading Berkshire RG10 0SQ

19. AGREEMENT AND DECLARATION

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

20. RIGHT OF ACCESS

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

21. JURISDICTION

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

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

THE SCHEDULE

(The Land)

All that land adjacent to 43 Upper Redlands Roads, Reading, Berkshire RG1 5JE the subject of the Application and which comprises the land registered at the Land Registry under Title Numbers BK436953, Title Number BK436879 shown edged red on the plan annexed hereto

THE PLAN

THE ANNEXURE

(The Draft Planning Permission)



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

APPLICATION FOR FULL PLANNING PERMISSION

To: Pegasus Group
The Columbia Centre
Station Road
Bracknell
RG12 1LP

Application No: 210308
Application type: Full Planning Approval

Applicant: Hurst Grove Estates

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: Erection of a single detached dwellinghouse with associated access, parking and landscaping.

At: Site Adjacent 43 Upper Redlands Road Reading RG1 5JE

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

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

Date: DRAFT - SUBJECT TO S106

SDV

Head of Planning, Development
& Regulatory Services

Application At: Site Adjacent 43 Upper Redlands Road Reading RG1 5JE

Application No: 210308

Application type: Full Planning Approval

CONDITIONS & REASONS

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

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

2. The development hereby approved shall not be carried out other than in accordance with the following drawings only:

Drawing No: Existing Location Plan P01

Drawing No: Front Elevation P06

Drawing No: Side Elevation P07

Drawing No: Elevations (Side and Rear) P08

Received 24th February 2021

Drawing No: Site Plan P02 Rev A

Drawing No: Street Elevation and Longitudinal Section P04 Rev A

Drawing No: Floor Plans P05 Rev A

Received 21st May 2021

Drawing No: Site Plan and Landscape P03 Rev B

Received 20th July 2021

Tree Removal Plan dated 02.2.2021

Received 24th February 2021

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

3. *No development shall commence on site, until details (including physical samples and manufacturer details) of all materials (including brick, roof slate, glazing, window frames/cills/surrounds, doors, boundary treatments (brickwork and railings) and vehicle access gate, guttering and downpipes) to be used in the construction of the external surfaces of the development, have been submitted to and approved in writing by the local planning authority. The development shall not be carried out other than in full accordance with the approved details.

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SDV

Head of Planning, Development
& Regulatory Services



REASON: In the interests of the visual appearance of the buildings, in accordance with Policy CC7, EN1, EN3 and EN6 of the Reading Borough Local Plan 2019.

4. *No development shall commence on site, until including any works of demolition, until a Construction Method Statement has been submitted and approved in writing by the local planning authority to provide for:

(A) The parking of vehicles and site operatives and visitors - to be shown on a Plan not less than 1.500.

(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 / scaffolding if required.

(E) Wheel washing facilities

(F) Measures on site to control the deposition of dirt / mud on surrounding roads during construction.

(G) Footpath Closures / Road Closures needed during construction

(H) Traffic Management needed during construction.

(I) Times, routes and means of access into and from the site for construction traffic and delivery vehicles (including the removal of waste from the site and methods of preventing deposition of materials on the public highway).

(J) Measures to control construction noise and dust

The approved Construction Method Statement shall be adhered to throughout the development process unless agreed otherwise in writing by the Local Planning Authority.

REASON: In the interests of safety, protecting the amenity of local land uses, neighbouring residents and highway safety in accordance with Policies TR3 and EN16 of the Reading Borough Local Plan 2019.

5. The dwelling hereby permitted shall not be occupied until all vehicle parking space(s) have been provided in accordance with the plans hereby approved. The space(s) shall be kept available 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.

6. The dwelling hereby permitted shall not be occupied until the vehicle access serving it has been constructed in accordance with the plans hereby approved.

REASON: In the interests of road safety in accordance with Policy TR1 and TR3 of the Reading Local Plan 2019.

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7. The dwelling hereby permitted shall not be occupied until the bicycle parking facility for that dwelling has been provided in accordance with the plans hereby approved. The facility shall be kept available for bicycle parking at all times thereafter.

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

8. The dwelling hereby permitted shall not be occupied until the refuse and recycling storage facility has been implemented fully in accordance with those details shown on the approved plans and thereafter retained for use by occupiers of the dwelling/building at all times.

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 Policy CC7 of the Reading Local Plan 2019.

9. Any gates provided, excluding piers, shall open away from the highway and be set back a minimum distance of at least 4.7 metres from the outer edge of the on-street parking on the adjoining highway.

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.

10. *No development shall commence on site (including demolition or preparatory works) 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: In order to ensure that appropriate protection is given to trees of amenity value within and adjacent to the site in accordance with Policy EN14 of the Reading Borough Local Plan 2019.

11. *No development shall commence on site until a comprehensive scheme of hard and soft landscaping has been submitted to and approved in writing by the Local Planning Authority. These details shall include:

- a. Proposed finished ground and floor levels or contours, means of enclosure (including mammal gaps where appropriate), car parking layouts, other vehicle and pedestrian access and circulation areas;
- b. Hard surfacing materials and minor artefacts and other ancillary structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting, external services, etc);

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- c. Soft landscaping details shall include planting plan, specification (including cultivation and other operations associated with plant and grass establishment), tree pit specifications, schedules of plants, noting species, planting sizes and proposed numbers/densities where appropriate, and implementation timetable;
- d. A maintenance programme detailing all operations to be carried out in order to allow successful establishment of planting;
- e. 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;

The approved hard and soft landscaping scheme shall be carried out in accordance with the approved details prior to the occupation of any part of the development or in accordance with a timetable approved in writing by the Local Planning Authority prior to occupation of any part of the development.

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 the landscaping of the development enhances the visual local environment and in accordance with Policy CC7 of the Reading Borough Local Plan 2019.

12. The development hereby permitted shall not be occupied until a plan indicating the positions, design, materials and type of boundary treatment to be erected, has been submitted to and approved in writing by the Local Planning Authority. The boundary treatment shall include the provision of mammal gaps. The boundary treatment shall be implanted in accordance with the approved plan before the development is occupied or otherwise in accordance with a timescale agreed in writing by the Local Planning Authority.

REASON: In order to protect the privacy of adjoining and future occupiers and in the interests of the visual amenities of the locality and local wildlife in accordance with Policy CC7 and EN12 of the Reading Borough Local Plan 2019.

13. *No development shall commence on site until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that the dwellings hereby permitted have achieved a minimum of a 19% 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), and built to the higher water efficiency standard under Regulation 36(3). Such evidence shall be in the form of a 'design stage' Standard Assessment Procedure (SAP), produced by an accredited energy assessor.

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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.

14. The development hereby permitted shall not be occupied until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that the dwellings hereby permitted have achieved a minimum of a 19% 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), and built to the higher water efficiency standard under Regulation 36(3). Such evidence shall be in the form of an 'As Built' Standard Assessment Procedure (SAP), produced by an accredited energy 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.

15. *No development shall commence on site until full details of the biodiverse green roof including planting plans and maintenance schedules has been submitted to and approved in writing by the Council. The roof shall thereafter be installed and maintained in accordance with the approved plan unless otherwise agreed in writing by the Local Planning Authority.

REASON: In the interests of biodiversity and in accordance with Paragraph 175 of the NPPF and Policy EN16 of the Reading Borough Local Plan 2019.

16. The development hereby permitted shall not be occupied until four bird and / or bat boxes, bricks or tiles have been installed on or around the site under the supervision of a suitably qualified ecologist and report confirming that the boxes, bricks or tiles have been installed, including a plan showing their location and photographs of the boxes, bricks or tiles in situ, has been submitted to and approved in writing by the Council. The installed boxes/bricks/tiles shall be retained as approved at all times thereafter.

REASON: To incorporate biodiversity enhancements in and around developments in accordance with paragraph 175 of the NPPF and Policy EN16 of the Reading Borough Local Plan 2019.

17. The development hereby permitted shall not be occupied until details of an electric vehicle (EV) charging Scheme comprising a layout plan and detailed specification has been submitted to and approved in writing by the Local Planning Authority.

The development hereby approved shall not be occupied until the Scheme 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.

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Head of Planning, Development
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REASON: In the interests of environmentally sustainable transport in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

18. The development hereby permitted shall not be occupied until the Local Planning Authority has been notified in writing of the full postal address of the unit(s) hereby approved. 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.

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

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

20. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and/or re-enacting that Order) no windows/doors/dormers/openings, other than those shown on the approved plans shall at any time be placed in the north east facing elevation of the building hereby permitted without the grant of a separate planning permission from the Local Planning Authority.

REASON: To safeguard the amenities of the adjoining premises from overlooking and loss of privacy in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

21. Notwithstanding the provisions of Part 1, Schedule 2, Article 3, of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking or re-enacting that Order with or without modification), no development within Class A (enlargement, improvement or other alteration), Class B (enlargement of a dwellinghouse consisting of an addition or alteration to its roof), or Class E

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(building or enclosure, swimming or other pool required for a purpose incidental to the enjoyment of the dwellinghouse) shall be carried out within the curtilage of the approved dwelling without express planning permission from the Local Planning Authority.

REASON: Due to the constrained nature of the site and as unrestricted development could harm the amenities of neighbouring properties through overlooking or being overbearing and harm the appearance of the main house and the area in general and should therefore be controlled in accordance with Policies CC7, EN1, EN3, EN6 and CC8 of the Reading Borough Local Plan 2019.

22. The roof areas of the dwelling hereby permitted shall not be used as a balcony, roof garden or similar amenity area without the grant of further specific planning permission from the Local Planning Authority.

REASON: To safeguard the amenities of the adjoining premises from overlooking and loss of privacy in accordance with Policies CC7 and CC8 of the Reading Borough Local Plan 2019.

23. All trees, hedges and shrubs or similar vegetation where birds may nest which are to be removed as part of the development, shall be cleared outside the bird-nesting season (mid-March to August inclusive) or if clearance during the bird-nesting season cannot reasonably be avoided, a suitably qualified ecologist shall check the areas to be removed immediately prior to clearance and advise whether nesting birds are present. If active nests are recorded no works that may disturb active nests shall proceed until the nest(s) are no longer in use.

REASON: To ensure that wildlife is not adversely affected by the proposed development in accordance with Paragraph 175 of the NPPF and Policy EN16 of the Reading Borough Local Plan 2019.

24. No construction, demolition or associated deliveries shall take place 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.

25. No materials or green waste produced as a result of the clearance of the site, demolition works or construction works associated with the development hereby approved shall be burnt on site.

REASON: In the interests of air quality, the amenity of neighbours, and to promote more sustainable approaches to waste management in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

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Head of Planning, Development
& Regulatory Services



INFORMATIVES

1. Your attention is drawn to the terms and conditions of this permission. Any development which is carried out but which differs materially from the approved plans and details, or does not comply with any condition(s) or planning obligation(s) attached to the permission may result in the Council taking action to remedy the breach of planning control. If you are in any doubt please contact the Council.
2. Your attention is drawn to the requirement for submission of a Building Regulations application for the proposed development. Please contact Building Control on 0118 937 2449 for advice.
3. 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. The Council's Highways section should be contacted at 19 Bennet Road, Reading, RG2 0QX, telephone: 0118 937 2138, to agree the access construction details and to grant a licence before any work is carried out within the highway. A formal application should be made allowing at least 4 week's notice to obtain details of underground services on the applicants' behalf.
5. The occupiers of the residential unit(s) will not be automatically entitled to an on-street car parking permit. Current and new occupiers should be informed of this and be advised to find out more about parking permits on the Council's website. There is already a high level of on street car parking in the area and the site is located close to local facilities, with frequent public transport services on nearby roads.
6. To minimise the disturbance by noise of future residential occupiers of the units and its effect on neighbouring residents, residential accommodation must be designed and constructed so as to achieve the insulation requirements set out in Building Regulations Approved Document E.
7. 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 - SUBJECT TO S106

SDV

Head of Planning, Development
& Regulatory Services



Reading
Borough Council

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

9. 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. 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

10. All birds, their nests and eggs, are protected by law. It is a criminal offence (with certain exemptions) to deliberately or recklessly take, damage or destroy the nest of any wild bird

whilst it is in use or being built. The scrub on the site is likely to be used by nesting birds and any clearance should take place outside the bird nesting season (March - August inclusive) or areas to be cleared should first be checked for bird nests by an appropriately qualified person. If bird nests are found works that could disturb it must stop until any young have fledged the nest. If there is any doubt whether or not birds are nesting in the vegetation expert ecological advice should be sought and or clearance work should not be undertaken until after the end of the nesting season.

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

Date: DRAFT - SUBJECT TO S106

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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.

SIGNED AS A DEED (but not)
delivered until the date hereof) by)
the said) *sign here*

University of Reading in the
presence of:-

W

I Name: _____

T

N Address: _____

E

S

S

Signature: _____

EXECUTED (BUT NOT
DELIVERED UNTIL THE
DATE HEREOF) by the
offering of THE COMMON
SEAL of THE UNIVERSITY
OF READING in the presence
of:



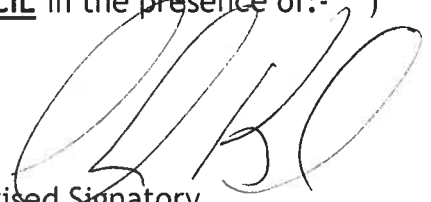
_____ *sign here*

MEMBER OF COUNCIL

_____ *sign here*

MEMBER OF COUNCIL

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	<i>Delegated Decision</i> 5/8/2021
Originator	WB
Seal No.	262/21
Checked	<i>CS</i>

EXECUTED as a DEED by
HURST GROVE ESTATES LIMITED
by a duly authorised signatory



.....
Director

In the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation


Jonathan R. Pender, LL.B
Solicitor
Town Gate
38 London Street
Basingstoke
Hampshire RG21 7NY

PHILLIPS SOLICITORS LIMITED
Town Gate
38 London Street
Basingstoke
Hampshire RG21 7NY

