

DATED 24 February **2021**

ELSTREE LAND LIMITED
(the Owners) (1)

and

READING BOROUGH COUNCIL
(the Council) (2)

AGREEMENT

constituting Planning Obligations relating to
land at 45 Caversham Road, Reading RG1 7BT

(Appl. No.201420)

Michael Graham LLB(Hons); MBA
Assistant Director of Legal &
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
DX 40124 Reading (Castle St)
IKEN NO. 13465
S106 No 20/02/2020

THIS AGREEMENT is made the 24 day of February 2021

BETWEEN:

ELSTREE LAND LTD (Co. Regn. 11567343) whose registered address is at 14 Merril Drive, Winnersh, Wokingham RG41 5RS (hereinafter referred to as "the Owners") (1) and

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

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 at 45 Caversham Road, Reading RG1 7BT ("the Land") more particularly described in Schedule 1 hereto is situated and the Council is the authority who can enforce the provisions of this Agreement

C. Land Ownership

The Owners are the owners of the freehold of the Land and have 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 201420 by the Council) has been submitted to the Council for the development of the Land hereinafter described

E. Planning Permission

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

for the Development pursuant to the Application subject to the prior completion of this Agreement

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

"Accredited Car Club Provider" means an organisation accredited in the United Kingdom by Car Plus which provides cars for use by members of a Car Club in consideration of payment or any other approved organisation with similar purposes should Car Plus cease to exist

"Affordable Housing" means social rented housing affordable rented housing and intermediate housing as defined in Annex 2 of the National Planning Policy Framework published February 2019 or any subsequent definition in any revision amendment or re-enactment thereof published by the U K Government

"Affordable Housing Unit" means a unit of Affordable Housing to be constructed on the Land and which units shall unless otherwise stated in this Agreement be let and managed in accordance with Homes England guidance and "Affordable Housing Units" shall be construed accordingly

"Affordable Rent" means the rent payable by a tenant (which includes any sum payable by way of service charge where applicable) set at the commencement of the tenancy shall not exceed:

- (i) EIGHTY PER CENT (80%) of Market Rent; or
- (ii) Local Housing Allowance (LHA) rates

whichever is the lower

"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 201420

“Approved Construction ESP” means the Construction ESP approved by the Council via its Partner Organisation pursuant to Paragraph (2) of the Part 1 of Schedule 2 hereto

“Carbon Off-Setting” means the development must achieve a minimum of THIRTY-FIVE PER CENT (35%) improvement in regulated emissions over the Target Emissions Rate in the 2013 Building Regulations, plus a financial contribution of ONE THOUSAND EIGHT HUNDRED POUNDS (£1,800) per remaining tonne towards carbon offsetting within the Borough (calculated as SIXTY POUNDS (£60) / tonne over a THIRTY (30) year period).

“Car Club” means a local club operated and managed by an Accredited car Club Provider in which members can book cars owned by the Accredited Car Club provider and park in specifically reserved car club spaces and use them for the period of the booking

“Car Club Sum” means a contribution of FIFTEEN THOUSAND POUNDS (£15,000) towards the cost of funding a car club by an Accredited Car Club provider payable to the Council upon Implementation of the Development

“Chargee” means a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing or any persons or bodies deriving title through such mortgagee or chargee or Receiver

“Construction ESP” means the Employment and Skills Plan to be Approved by the council which incorporates the Employment and Skills Measures and Provision and which follow the provision of the Employment Skills and Training Supplementary Planning Document adopted by the Council on 15th April 2013 and attached at Annexure 2

“the Construction ESP Contribution” means the sum of £8,252.50 [Eight Thousand Two Hundred and Fifty Two Pounds and Fifty Pence] to be paid to the Council and applied by its Partner Organisation towards the Construction Employment and Skills Measures and Provisions

“Default Affordable Housing Contribution”

means a sum that is calculated in accordance with Part 2 of Schedule 3 as a contribution towards the provision of off-site Affordable Housing in the Borough of Reading where Grant Funding is not obtained and used to deliver twelve or more Affordable Housing units and the Affordable Housing Units cannot be provided under Part 1 of Schedule 3

“Develop” and “Development” shall be construed in accordance with Section 55 of the 1990 Act

“the Development” means the demolition of existing buildings and construction of 40 flats with associated landscaping and parking to be permitted by the Planning Permission.

“Eligible Person(s)” means a person who:

- (a) in the case of Affordable Housing Units provided as Affordable Rent, has registered with the Reading Homechoice Register;
- (b) in the case of Affordable Housing Units provided as Shared Ownership, has registered with Help to Buy South;
- (c) has lived or worked permanently in the Borough for a minimum of THREE (3) years prior to the date of the Affordable Housing Unit being marketed;

PROVIDED THAT if within THREE (3) months of the Affordable Housing Unit being marketed, there is not an applicant who meets the criteria set out above, the Affordable Housing Unit(s) may be occupied by persons who live or work outside of the Borough

“Employment and Skills Measures and Provisions” means a 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 Development by ensuring that Local Labour have better access to employment opportunities available in the construction of the Development which includes those set out in Part 1 of Schedule 2

“First Occupation” means the first beneficial use and occupation of a New Dwelling which forms part of the proposed Development as a dwellinghouse and for the avoidance of doubt

occupation for the purposes of construction completion and fitting out shall not constitute "First Occupation"

"the Construction ESP Monitoring Fees" means the sum of TWENTY-FIVE POUNDS (£25) for each agreed Training Output in respect of the Approved Construction ESP to be paid to the Council towards the monitoring and co-ordination of the Approved Construction ESP

"Grant Funding" means funding from Homes England Strategic Partnership Grant Fund and/or Recycled Capital Grant Fund and/or such other public body grant funding used to deliver new affordable homes

"the Effective Date" means the date of this Agreement

"Ground Rent" means the rent payable to the Owner by the Occupants of the Development of each New Dwelling

"Implementation" means the date upon which a material operation as defined in section 56(4) of the 1990 Act shall be first carried out in respect of the Development upon the Site or such part of the Development as the context may require and shall exclude (for the purposes of this Agreement and for no other purpose) any works of demolition, site clearance, surveying, ground investigation, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, archaeological investigations, erection of hoarding or any temporary means of enclosure, or erection of any temporary display of site notices or advertisements, and references to "Implementation" and "Implement" shall be construed accordingly

"Implementation Notice" means the notice to be served by the Owner upon the Council of the intention to Implement the Development

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

"the Land" means the land described in Schedule 1 hereto

"Local Housing Allowance" means the maximum rate of local housing allowance applicable for the relevant Affordable Housing Unit at the time of calculation (the "Relevant Rate") PROVIDED THAT if the Local Housing Allowance no longer exists at the time of calculation the Relevant Rate last published shall be increased by an amount equivalent to any increase in the Retail Prices Index (or any replacement thereof) from the date of last publication to the date the time of calculation

“Local Labour” means local workers living within the Reading area

“Market Rent” means the rent based on a residential lettings estimate for a property of the appropriate size and condition in the Borough of Reading to that of each individual Affordable Housing Unit and calculated in accordance with the principles for valuation set out in the Royal Institution of Chartered Surveyors recognised method (the Red Book)

“New Dwelling” means any one of 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 4) the first beneficial occupation of a New Dwelling for residential purposes following Implementation of the Planning Permission and “Occupy” “Occupant” and “Occupied” shall be construed accordingly

“Partner Organisation” means the economic development company Reading UCIC (Co. Registration No. 5671172) mandated by the Council and the Reading 2020 Local Strategic Partnership to lead on economic development (Memorandum of Understanding dated 15th February 2008) whose registered office is at One Forbury Square The Forbury Reading RG1 3EB or any successor or similar organisation or organisations having similar objectives to Reading UCIC and nominated by the Council in writing to the Owner as the partner organisation for the purposes of the Construction Employment and Skills Measures and Provisions

“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 1 hereto including any non-material amendments thereto

“Prescribed Period” means the period commencing on the date of receipt by the Council of the whole of any contribution payable under 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

“Protected Tenant” means a tenant/lessee of a unit of Affordable Housing who has either:

- (a) exercised a statutory right to acquire
- (b) exercised a statutory or voluntary right to buy or preserved right to buy;
- (c) who has staircased and acquired ONE HUNDRED PER CENT (100%) of the shares in the unit of Affordable Housing

“Public leisure facilities Contribution” means the sum of Eighty Four Thousand Pounds (£84,000) as a contribution towards the provision of leisure and recreational facilities in in the vicinity of the site (Thames Parks)

“Registered Provider” means a registered provider as defined in the 2008 Act and which is registered with Homes England (or any successor body) under Part 2 of the 2008 Act as a registered provider and/or any other provider or providers approved by the Council

“Shared Ownership” means homes to be made available by a Registered Provider where a proportion of equity is sold on a long lease to the purchaser and the remainder of the equity is retained by the Registered Provider

“Traffic Regulation Order Contribution” means the sum of FIVE THOUSAND POUNDS (£5,000.00) to be paid by the Owner to the Council towards the cost of drafting publicising and making a Traffic Regulation Order under section 45 of the Road Traffic Regulation Act 1984 (as amended) to amend the on-street parking bays as a result of the development

“Training Output” means in respect of a Construction ESP the relevant outputs for that Construction ESP listed in Appendix 1 to the Employment Skills and Training SPD

“Working Day” means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

1.2. 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. CONDITIONALITY

- 2.1. Subject to Clause 2.2 below this Agreement shall have immediate effect
- 2.2. The covenants by the Owners in Clause 4 are conditional upon the grant by the Council of the Planning Permission and Implementation of the Development
- 2.3. In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the 1990 Act (as amended) and unless otherwise agreed between the parties:-
- 2.3.1. the obligations in this Agreement shall relate to and bind any subsequent planning permission(s) in respect of the Site granted pursuant to Section 73 of the 1990 Act and the Site itself, and
- 2.3.2. the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include reference to any application under Section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s), and
- 2.3.3. this Agreement shall be endorsed with the following words in respect of any future Section 73 application:-

“The obligations in this Agreement relate to and bind the Site in respect of which a new planning permission referenced has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)”

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the 1990 Act or the appropriate nature and / or quantum of Section 106 obligations

in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the 1990 Act whether by way of a new Agreement or supplemental Agreement pursuant to Section 106 of the 1990 Act.

3. COVENANTS BY THE OWNERS: DECLARATION

- 3.1. The covenants by the Owners 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 Owners and any person deriving title from the Owners 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 them

4. THE OWNERS' COVENANTS

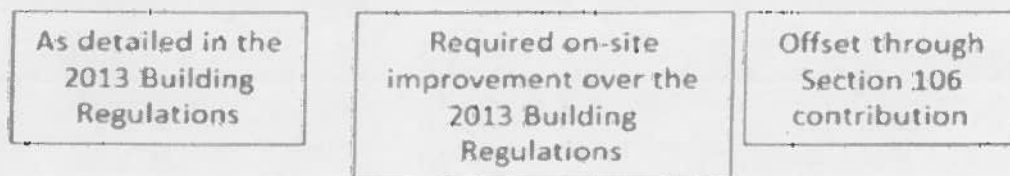
- 4.1. The Owners COVENANT AND AGREE with the Council that:

- 4.1.1. where Grant Funding is not obtained and used to deliver the Development as Affordable Housing they shall not Occupy more than 25% of the New Dwellings unless and until twelve Affordable Housing Units (comprising 6 x 2-bed Affordable Rent units and 4 x 1-bed and 2 x 2-bed Shared Ownership units) have been provided on the Land and the Council shall on initial let have the right to nominate Eligible Persons to those Affordable Housing Units
- 4.1.2. FOR THE AVOIDANCE OF DOUBT where Grant Funding is obtained and used to deliver twelve or more Affordable Housing units the obligations contained in clause 4.1.1 shall not apply
- 4.1.3. The obligations contained in clause 4.1.1 shall not be binding on a Chargee of the whole or any part of the Affordable Housing Units PROVIDED THAT:
- 4.1.4. such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of SIX (6) months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to 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 and costs and expenses; and

- 4.1.5. if such disposal has not completed within the SIX (6) months period, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the obligations contained in clause 4.1.1 of this Agreement which provisions shall determine absolutely
- 4.1.6. on Implementation of the Development to pay the Car Club Sum to the Council
- 4.1.7. prior to First Occupation of the Development to pay the Traffic Regulation Order Contribution to the Council
- 4.1.8. to submit and pay for review by an independent assessor an as built assessment for Carbon Off-Setting to the Council for approval no later than SIX (6) months after First occupation of FIFTY PER CENT (50%) of the residential units (unless a different timescale is agreed with the Council to reflect the characteristics of the development) to demonstrate that the development achieves a minimum of THIRTY-FIVE PER CENT (35%) improvement in regulated emissions over the Target Emissions Rate in the 2013 Building Regulations
- 4.1.9. the as built assessment for Carbon Off-Setting will set out a contribution of ONE THOUSAND EIGHT HUNDRED POUNDS (£1,800) per remaining tonne towards carbon off-setting within the Borough (calculated as SIXTY (£60) / tonne over a THIRTY (30) year period) to be paid within TWENTY (20) Working Days of being notified of approval of the as built assessment, in accordance with the terms of this Agreement. The following calculation shall be used to determine the carbon off-setting contribution:

$$\text{(Target Emissions Rate)} - \text{(35\% CO}_2\text{/m}^2\text{/yr.)} = \text{(65\% CO}_2\text{/m}^2\text{/yr.)}$$



- 4.1.10. not to Implement the Development before the Owner has served the Implementation Notice;
- 4.1.11. to observe and perform the obligations on its part contained in the Schedule 2 (Employment and Skills Plan)
- 4.1.12. where:
 - 4.1.12.1. Grant Funding is not obtained and used to deliver twelve or more Affordable Housing units; and
 - 4.1.12.2. the Affordable Housing Units cannot be provided under Part 1 of Schedule 3
- 4.1.13. to pay the Default Affordable Housing Contribution in accordance of Part 2 of Schedule 3
- 4.1.14. prior to First Occupation of the Development to pay the Public and Leisure Facilities Contribution to the Council and not to Occupy the Development until the Public and Leisure Facilities Contribution has been paid to the Council in full.

5. CESSER OF LIABILITIES

The liabilities of the person who for the time being is the Owners 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 their interest in the Land

6. NO WAIVER

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

7. 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

8. LOCAL LAND CHARGE

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

9. REVOCATION

In the event that the Planning Permission expires or is quashed before implementation or is (without the consent of the Owners) 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

10. INDEXATION

The amount of any contribution payable under the provisions of Clause 4 of this Agreement shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the date payment

11. INTEREST ON UNPAID MONIES

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

12. LEGAL FEES

The Owners agree to reimburse the Council its reasonable legal costs and expenses incurred in the preparation and completion of this Agreement in the sum of ONE THOUSAND FIVE HUNDRED POUNDS (£1,500) such sum to be paid to the Council on or prior to the Effective Date

13. MONITORING FEE

The Owners agree to pay the Council's reasonable 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 FOUR HUNDRED POUNDS (£400) such sum to be paid to the Council on or prior to the Effective Date

14. 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: 201420 or other reference quoted in relevant S106 Demand Notice issued in respect of the obligation

15. COUNCILS OBLIGATIONS

- 15.1. The Council agrees to use any sums paid pursuant to this Agreement for the purposes for which they are paid.
- 15.2. The Council covenants with the Owner that it will pay to the Owner (if such payment was paid by the Owner) such amount of any payment made by the Owner under this Agreement which has not been expended in accordance with the provisions of this Agreement (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within the Prescribed Period.
- 15.3. The Council shall issue the Planning Permission within FIVE (5) Working Days on completion of this Agreement.
- 15.4. Following the performance and satisfaction of all of the obligations contained in this Agreement, the Council shall on the request of the Owner effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 15.5. Where the approval of the Council is required pursuant to this Agreement:

- (a) such approval shall be given in writing and shall not be unreasonably withheld or delayed; and
- (b) where approval is refused the Council shall provide in writing its reasons for refusal.

16. ARBITRATION

16.1 Save in the circumstances set out in Paragraph 7 of Part 1 of Schedule 2 in the event of any dispute controversy or claim arising between the parties out of or in relation to this Agreement the dispute claim or controversy shall be referred and finally resolved by:-

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

12.2 Any referral pursuant to Clause 16.1 may be made on the joint application of the parties or on the application of any party and any such referral shall be construed as a submission to arbitration within the meaning of the Arbitration Act 1996

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

SCHEDULE 1

(The Land)

All that land at 45 Caversham Road RG1 7BT the subject of the Application and which comprises the land registered at the Land Registry under Title Number BK306559 shown edged red on the Plan annexed hereto as Annexure 3

SCHEDULE 2

(“the Employment and Skills Plan”)

1. Employment and Skills Measures and Provisions

means the requirements of the Construction ESP such that it -

- identifies and promotes in collaboration with the Partner Organisation or any other organisation as the Council may nominate employment opportunities generated in relation to the construction of the Development
- targets Local Labour (although not to the exclusion of people from outside the Borough of Reading) in relation to the construction of the Development
- sets the means of and timetable for implementing and/or seeking to achieve the identified objectives of the Approved Construction ESP
- provides for the reporting mechanisms (with reports to be not less than six (6) monthly) on progress in implementing and/or achieving the objectives of the Approved Construction ESP

2. Construction ESP Obligations

The Owner covenants and agrees with the Council as follows:-

- (a) Unless the Owner gives written notice to the Council that it wishes to pay the Construction ESP Contribution in lieu of its obligation to prepare the Construction ESP the Owner shall not Implement the Development until the provisions of Paragraphs 2(c) and 2(d) below have been complied with
- (b) If the Owner gives written notice to the Council that it wishes to pay the Construction ESP Contribution as described in Paragraph 2(a) above then the Owner shall :-
 - (i) not Implement the Development until the expiry of fifteen Working Days after giving such notice and
 - (ii) pay the Construction ESP Contribution to the Council prior to the Implementation of the Development and the Owner shall not Implement the Development until the Construction ESP Contribution has been paid in full including any interest due under the terms of this Agreement and

thereafter the provisions of Paragraphs (c)-(g) below shall cease to have effect

- (c) If the Owner wishes to prepare and implement the Construction ESP and does not give notice as described in Paragraph 2(a) above then at least twenty (20) Working Days prior to Implementation of the Development the Owner shall submit the Construction ESP to the Council for Approval (and if necessary re-submit until Approved) **PROVIDED ALWAYS** that if the Construction ESP has not been Approved by the Council or the Council has not provided comments on the Construction ESP within fifteen (15) Working Days from its submission the Construction ESP shall be deemed to be Approved
- (d) The Owner shall not Implement Development until the Construction ESP submitted by the Owner has been Approved or deemed to have been Approved pursuant to Paragraph 2(c) of this Schedule 2
- (e) In the event that the Construction ESP submitted by the Owner is approved (or deemed approved) by the Council under Paragraph 2 (c) of this Schedule 2 and the Development is Implemented the Owner shall implement observe monitor and comply with the Approved Construction ESP to the reasonable satisfaction of the Council until Practical Completion of the Development (or such earlier date as may be agreed between the Council and the Owner)
- (f) In carrying out its obligations under Paragraphs 2(c)-(e) of this Schedule 2 the Owner shall co-operate with the Council and its Partner Organisation in the preparation by the Owner of the Construction ESP
- (g) The Owner shall not Occupy or permit Occupation of any part of the Development until the Construction ESP Monitoring Fees have been paid to the Council in full together with any interest due thereon

SCHEDULE 3

("the Affordable Housing Obligations")

Part 1

The Owner covenants and agrees with the Council as follows:-

1. Direction to Transfer

- (a) In the event that the Affordable Housing Units have not been disposed of to a Registered Provider in accordance with clause 4.1.1 by a date three (3) months prior to the anticipated date of Practical Completion of the first ten New Dwellings the Owner shall give written notice thereof to the Council in accordance with this Agreement
- (b) On receipt of the written notice referred to in Paragraph 1 (a) of this Schedule 3 the Council is hereby given the option to direct that the Affordable Housing Units be offered at no less than the Affordable Housing Price and on reasonable terms including but not limited to the conditions specified in Paragraph 4 of this Schedule 3 (at the direction of the Council) to either (a) a named Registered Provider or (b) the Council as the Local Housing Authority **PROVIDED THAT** such option shall be exercised by the Council within two months of the Owner giving notice to the Council (in accordance with Paragraph 1(a) of this Schedule 3 that the Affordable Housing Units have not been disposed of to a Registered Provider)

2. Default Affordable Housing Contribution

Where the Council does not exercise the option in Paragraph 1(b) of this Schedule 3 or where it does but the Affordable Housing Units are not transferred to the named Registered Provider in accordance with the provisions of Paragraph 1(b) of this Schedule 3 or to the Council for any reason after the expiry of three months from the date that the Council exercised its option the Owner shall comply with the Default Affordable Housing Contribution Procedures set out below in Part 2 of this Schedule 3

3. Use

Subject to the provisions of Paragraph 2 of this Schedule 3 the Affordable Housing Units will not be used except for the provision of Affordable Housing in accordance with the Affordable Housing Mix the Planning Permission and the obligations stipulations and other matters set out in this Agreement

4. Conditions

The Affordable Housing Units will not be disposed of except by way of a transfer of the freehold interest or the grant of a lease of not less than ninety nine (99) years with vacant possession free from mortgages and legal charges together with full and free rights of access service media and services

7. Mortgagee of Registered Provider

The Obligations in this Schedule 3 shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver)) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver **PROVIDED THAT:** (a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and (b) shall have used reasonable endeavours over a period of six months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to 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 and costs and expenses and (c) if such disposal has not completed within the six month period the mortgagee chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing Obligations in this Agreement which provisions shall determine absolutely

8. Disposal by Registered Provider

The liability of a Registered Provider under this Schedule 3 shall cease (subject to and without

prejudice to the Council's rights in relation to any antecedent breach of the obligations contained in this Schedule 3) after a Registered Provider shall have parted either (a) (in the case of a disposal of all the Affordable Housing Units) with all interest in the Affordable Housing Units or (b) (in the case of a disposal of an Affordable Housing Unit) with all its interest in the Affordable Housing Unit

9. Disposal by Protected Tenant

The covenants in this Schedule 3 shall not apply to a Protected Tenant in relation to any Affordable Housing Unit or any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant or any successor in title to a Protected Tenant and their respective mortgagees and chargees

10. Affordable Housing Price

In the event that the Council exercises its option under Paragraph 1(b) of this Schedule 3 and the Council and the Owner are not able to reach an agreement as to the Affordable Housing Price It is agreed that in the event of a difference arising touching or concerning the Affordable Housing Price such dispute or difference shall be referred to an independent Valuation Member of the Royal Institute of Chartered Surveyors to be appointed jointly by the parties or (in default of agreement) appointed at the request of the parties by the President of the Royal Institute of Chartered Surveyors and the person who is so appointed shall act as an expert and not as an arbitrator and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be borne equally by the parties to the dispute and also shall give the parties an opportunity to submit to him representations and cross representations with such supporting evidence as the party submitting the representations shall consider necessary and the expert shall make his decision within the range of any representations made by the parties and deliver his decision in writing while complying with any time limits or other directions agreed by the parties on or before his appointment and in any event shall use all reasonable endeavours to communicate his decision to the parties within twenty (20) Working Days of his appointment

(Part 2)

("the Default Affordable Housing Contribution")

The Owner covenants with the Council in relation to the calculation and payment of the Default Affordable Housing Contribution as follows:

1. Where Paragraph 2 of the Schedule 3 applies the Owner will provide to the Council the Gross Development Valuations together with such information as the Council may reasonably require so as to obtain the Gross Development Value of the Development as a whole
2. The calculation of the Default Affordable Housing Contribution will be produced by the Owner under which there shall be full and frank disclosure of all relevant information
3. The Default Affordable Housing Contribution shall be calculated in accordance with the following formula:-

$$\underline{A \times B \text{ divided by } 2} = C$$

where

A = Gross Development Value of Development (GDV)

B = 30% of GDV (Affordable Housing Policy required percentage)

C = Default Affordable Housing Contribution

to and applied by the Council to the provision of Affordable Housing in the Borough which is not being provided by the Owner on the Application Land

4. The Owner shall pay to the Council the Default Affordable Housing Contribution within fifteen (15) Working Days of it being agreed by the Council in writing or determined by an expert under paragraph 10 hereof
5. Not to Occupy or permit Occupation of the last ten (10) Open Market Units until the said Default Affordable Housing Contribution has been paid to the Council in full including any interest due thereon
6. On payment of the Default Affordable Housing Contribution the Owner shall be free

to dispose of the Affordable Housing Units on the open market free of the obligations in Paragraph 1 of Part 1 of this Schedule 3

ANNEXURE 1
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: McConnell Planning
20 Niagara Avenue
Ealing
W5 4UD

Application No: 201420
Application type: Full Planning Approval

Applicant: Elstree Land Ltd & Swaythling Housing Society Ltd

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: Demolition of existing buildings and construction of 40 flats including provision of 30% of units as affordable housing with associated landscaping and parking.

At: 45 Caversham Road Reading RG1 7BT

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:

Head of Planning, Development
& Regulatory Services



Application At: 45 Caversham Road Reading RG1 7BT

Application No: 201420

Application type: Full Planning Approval

CONDITIONS & REASONS

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

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

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

121903-ELS-04 A3 Block Plan
121903-ELS-SS01 A3E Street Scene 01
121903-ELS-SS02 A3E Street Scene 01
121903-APT-E1 A1 Apartment Block - Elevations
121903-APT-E2 A1 Apartment Block - Elevations, Section
121903-APT-E3 A1 Apartment Block - Elevations
121903-APT-P2 A1 Apartment Block - First Floor Plan
121903-APT-P3 A1 Apartment Block - Second Floor Plan
121903-APT-P4 A1 Apartment Block - Third Floor Plan
121903-APT-P5 A1 Apartment Block - Fourth Floor Plan
121903-ELS-CS01 A3 Cycle Store 01 - Plans and Elevations
As received 26 October 2020
20-184-SK001 Approach route layout
121903-CIL-P1 -CIL plan
121903-ELS-01-A -Site plan
121903-ELS-02-A -Site layout
121903-ELS-04-A -Location plan
121903-ELS-SS01-A Streetscene 017221-LSP-E -Landscape strategy
As received 20 November 2020
121903-ELS-01-B - Site Plan
121903-ELS-02-C - Site layout
121903-APT-P1-C - Ground floor plan
7221/LSP Rev. F - Landscape drawing
As received 30 November 2020

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.

Date:

**Head of Planning, Development
& Regulatory Services**

3. No change to the unit mix (14 x 1-bed, 24 x 2-bed, and 2 x 3-bed flats) shall be made to the development hereby permitted.

REASON: In order to ensure that the proposed development provides an appropriate range of housing opportunities / dwelling types to meeting requirements for different groups, in accordance with Policy H2 of the Reading Borough Local Plan 2019.

4. No development shall commence beyond foundation level until a schedule 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. The development shall be carried out and thereafter maintained in accordance with the details.

REASON: These details are required due to insufficient information being contained within this submission and in the interests of visual amenity and ensuring the new development responds positively to the local context and character in accordance with Policy CC7 of the Reading Borough Local Plan 2019.

5. 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 all of the dwellings hereby permitted have 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) and a S106 contribution has been made to the Local Authority to account for any remaining emissions. Such evidence shall be in the form of an 'As Built' Standard Assessment Procedure (SAP) assessment, 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.

6. Prior to first occupation of the development hereby approved, full details of the proposed photovoltaic (PV) arrays shall be submitted to for approval by the LPA. No dwelling hereby permitted shall be occupied until the approved PV array system has been installed in accordance with the approved details. The array shall be implemented as approved and retained thereafter.

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.

7. Prior to occupation of any flats hereby permitted, the sustainable drainage scheme for the site shall have been completed in accordance with the submitted and approved details "45 Caversham Road Flood Risk assessment and drainage strategy" prepared by Odyssey and dated October 2020. The sustainable drainage scheme shall be managed

Date:



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and maintained thereafter in accordance with the agreed management and maintenance plan.

REASON: To reduce the risk of flooding onsite or elsewhere in accordance with Policy EN18 of the Reading Borough Local Plan 2019.

8. Prior to first occupation of the development hereby permitted, all flood mitigation and protection measures as contained within "45 Caversham Road Flood Risk assessment and drainage strategy" prepared by Odyssey, dated October 2020 shall be implemented in full including adherence to floor levels and thereafter maintained in perpetuity for the lifetime of the development.

REASON: In order to comply with good practice building for flood resilience/safety in the flood zone and in accordance with Policy EN18 of the Reading Borough Local Plan 2019.

9. 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);

c) Soft landscaping details shall include planting plan, specification (including cultivation and other operations associated with plant and grass establishment), 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, tree pit specifications;

f) green wall specifications, including maintenance requirements

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.

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

Date:



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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.

10. No development shall commence on site (including demolition or preparatory works) until details of a habitat enhancement scheme are submitted to and approved in writing by the Local Planning Authority. The scheme is to include a programme for implementation and ongoing maintenance. The habitat enhancement scheme shall thereafter be implemented and adhered to in accordance with the agreed programme. REASON: Details are required prior to commencement as insufficient information was submitted with the application and in order to avoid harm to habitats and species whilst securing biodiversity enhancement in the long term. This accords with Paragraph 175 of the NPPF (2019), Policy EN12 of the Reading Borough Local Plan 2019, the Wildlife and Countryside Act 1981 (as amended) and The Conservation of Habitats and Species Regulations 2017.

11. The dwellings hereby approved shall not be occupied until full details of privacy screening, including materials, size, and location for the proposed development have been submitted to, and approved in writing by the LPA. The details approved shall be implemented prior to first occupation of the development hereby approved, and maintained/retained thereafter.

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.

12. No development shall take place until a security strategy has been submitted to and approved in writing by the Local Planning Authority. The security strategy shall meet the following requirements:

- a) Details of secure boundary treatments including measures to reduce ease of scalability;
- b) Details of access control mechanisms for all entrances, including carparking, side access and bicycle/bin storage areas;
- c) Details of layout and location of postal boxes, and access arrangements for deliveries, and visitors;
- d) Details of secure lobby to include two secure thresholds;

The development shall thereafter be undertaken in accordance with the approved security strategy before first occupation of the development and the requirements of the strategy shall be retained thereafter.

REASON: Reason: to ensure that the development is suitable in terms of providing a safe environment, which minimises the potential and fear of crime in accordance with Policy CC7.

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13. The development hereby approved shall not be first occupied until the noise attenuation and mitigation measures as outlined in the "Noise assessment, 45 Caversham Road, Reading", prepared by Cass Allen, and dated 3 July 2020 have been fully implemented. The measures shall be retained thereafter.

REASON: To secure an acceptable scheme for noise attenuation to protect future occupants from unreasonable noise disturbance emanating from outside the building in accordance with Policy CC8 and EN16 of the Reading Borough Local Plan 2019.

14. The development hereby approved shall not be first occupied until the measures as required by the "Air quality assessment" prepared by Syntegra consulting, and dated September 2002 have been fully provided. The measures shall be retained thereafter.

REASON: In order to protect the health of future occupants of the proposed development in accordance with Policy EN15 of the Reading Borough Local Plan 2019.

15. No development shall commence on site including demolition and any preparatory works until an assessment of the nature and extent of contamination has been submitted to and been approved in writing by the Local Planning Authority. This assessment must be undertaken by a competent person, and shall assess any contamination on the site, whether or not it originates on the site. Moreover, it must include:

i. a survey of the extent, scale and nature of contamination;

ii. an assessment of the potential risks to:

- 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,
- archaeological sites and ancient monuments;

REASON: These details are required due to insufficient information being contained within this submission and to ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy EN16 of the Reading local Plan 2019.

16. No development shall commence on site including demolition and any preparatory works until a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment has been submitted to and been approved in writing by the Local Planning Authority. The scheme must 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 scheme must ensure that the site will

Date:

Head of Planning, Development
& Regulatory Services

not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

REASON: These details are required due to insufficient information being contained within this submission and to ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy EN16 of the Reading local Plan 2019.

17. The approved remediation scheme under Condition 16 above shall be implemented in accordance with the approved timetable of works. A validation report (that demonstrates the effectiveness of the remediation carried out) shall be submitted to and approved by the Local Planning Authority before construction above foundation level.

REASON: To ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy EN16 of the Reading local Plan 2019.

18. In the event that contamination is found at any time when carrying out the approved development not previously identified, development shall be halted on that part of the site the contamination reported in writing to the Local Planning Authority. 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 in writing to the Local Planning Authority for its written approval.

The measures in the approved remediation scheme shall be implemented in accordance with the approved timetable. Halted works shall not be re-commenced until the measures identified in the approved remediation scheme have been completed and a validation report has been submitted to and been approved in writing by the Local Planning Authority.

REASON: To ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy EN16 of the Reading local Plan 2019.

19. 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.

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

Date:



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- a) Space on site where vehicles of site operatives and visitors can be parked with details of how site operatives and visitors will be required to make use of the parking area provided;
 - b) Location on site for storage of plant and materials used in constructing the development;
 - c) The erection and maintenance (including removal of any graffiti or fly posters) of security hoarding around the site;
 - d) Identification of any footpath closures or road closures needed during construction;
 - e) Required wheel washing facilities on site;
 - f) A scheme for recycling waste resulting from the construction works.
 - g) Measures for controlling the use of site lighting whether required for safe working or for security purposes;
 - h) Required measures to control the emission of dust, dirt and other airborne pollutants during demolition and construction;
 - i) Provisions to be made for the control of noise coming from the site during demolition and construction;
 - j) Full details of pest control measures following any demolition required. Where necessary, capping of drains/sewers and baiting arrangements.
- The measures within the approved Statement shall be adhered to throughout the demolition and construction period unless otherwise agreed in writing by the Local Planning Authority.

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

21. 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.

22. Notwithstanding the approved drawings, the development hereby permitted shall not be occupied or the approved use commence, whichever is the sooner, until details of refuse and recycling storage (including collection) sufficient for the intended development has been submitted to and approved in writing by the Local Planning Authority. The approved details shall include vermin control measures and shall be fully implemented before first occupation or the use first commences, whichever is the sooner, and the areas of land so provided shall not be used for any purposes other than the storage (prior to disposal) or the collection of refuse and recycling and shall be thereafter retained and maintained as such..

Date:

Head of Planning, Development
& Regulatory Services



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

23. The dwelling(s)/building(s) hereby permitted shall not be first 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.

24. No dwelling/building hereby permitted shall 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.

25. No dwelling hereby permitted shall be first occupied until detail of the bicycle parking facility (as shown in the area on the approved plans in condition 2 above) have been submitted to and approved in writing by the Local Planning Authority. for that dwelling/building has been provided in accordance with the plans hereby approved. The facility shall be kept available for bicycle parking at all times thereafter.

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

26. The existing access to the site shall be stopped up and abandoned immediately after the new access has been brought into use. The footway and verge shall be reinstated to the satisfaction of the Local Planning Authority.

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.

27. No residential unit hereby approved shall 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.

Date:

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28. 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.

29. No dwelling within the development 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 shall 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 shall be first 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.

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

30. All dwellings, unless built in line with M4(3) of the Building Regulations, shall be built as accessible and adaptable in line with M4(2) of the Building Regulations and shall be retained as such thereafter.

REASON: To ensure appropriate access to the proposed development in accordance with Policy H5 of the Reading Local Plan 2019.

31. Prior to first occupation or the use first commenced, full details of all external lighting to be installed within the development shall be 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 any hoods/shades. The approved scheme shall thereafter be installed before first occupation of the buildings or use commenced and the external lighting shall thereafter be maintained and operated in accordance with the approved details. ?

Date:

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REASON: In order to protect the privacy and amenity of adjoining and future occupiers and enhance the appearance of the development in accordance with Policy CC7 and CC8 of the Reading Borough Local Plan 2019.

32. The lifts servicing the proposed development as shown on the plans in condition 2 above shall be maintained in working order in accordance with the manufacturer's recommendations for the lifetime of the development.

REASON: To ensure appropriate access, and ensure proper maintenance of the access to the development in accordance with Policy H5 or the Reading Borough Local Plan (2019).

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. 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.

3. 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.

4. 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.

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

6. Complaints are commonly received about noise and dust caused by construction and demolition works, particularly working outside reasonable hours and smoke from

Date:

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

8. You are advised that the development lies on a potentially contaminated site. Due to the nature of the historic land use there is the potential of contaminated land being present. The developers must be aware that any ground or enabling works may bring receptors into contact with the aforementioned contaminants. You may wish to satisfy yourself that the details of the construction proposals take the necessary account of the possibility of contaminants from that source.

9. To minimise the disturbance by noise of future residential occupiers of the flats and its effect on neighbouring residents, residential accommodation must be designed and constructed or converted so as to achieve the insulation requirements set out in Building Regulations Approved Document E.

10. The Council introduced the Community Infrastructure Levy (CIL) on 1st April 2015. CIL is a way of securing financial contributions towards infrastructure from new development, and partially replaces the Section 106 planning obligation regime. It is a set charge per sq m of floorspace for different uses, and, unlike Section 106, it is non-negotiable. It applies to developments which result in at least one dwelling; where the space has not been in lawful use for 6 months within the last 3 years or 100 sq m of new floorspace. For this approved development the CIL liability is £518,839. 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

11. Work on a loft or roof may affect bats. The applicant will need to consider protected species when planning work of this type. A survey may be needed, and if bats are using the building, a licence may be required. To view specific information regarding bats use the following link:
<https://www.gov.uk/wildlife-licences>

Date:

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12. 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.

13. Contaminated land: you are advised that a record of adherence to the approved method statement and other required records are essential to allow the discharge of the condition at the end of the development. Failure to provide periodic photographic evidence may prevent the discharge of the condition.

14. 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.

15. Before any canopy/structure is erected a licence must be obtained, under Section 177/178 of the Highways Act 1980, for any part of it that overhangs the highway. A licence can be obtained from the Council's Highways section at 19 Bennet Road, Reading, RG2 0QX, telephone 0118 937 2138.

16. There is a widespread problem in Reading with rats as the rats are being encouraged by poor waste storage which provides them with a food source. Where developments involve shared bin storage areas e.g. flats and hotels there is a greater risk of rats being able to access the waste due to holes being chewed in the base of the large wheelie bins or due to occupants or passers not putting waste inside bins, or bins being overfilled. It is therefore important for the bin store to be vermin proof to prevent rats accessing the waste.

17. Condition 4 materials shall be agreed in consultation with the Conservation & Urban Design Officer and Ward Councillors.

Date:

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.

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.

ANNEXURE 2

EMPLOYMENT SKILLS AND TRAINING SUPPLEMENTARY PLANNING DOCUMENT

Employment, Skills and Training

SUPPLEMENTARY PLANNING DOCUMENT

Final Adopted April 15th 2013

Planning Section
Local Development Framework Team
Reading Borough Council
Civic Centre
Reading RG1 7AE

Email: ldf@reading.gov.uk



www.reading.gov.uk



Reading
Borough Council

Working better with you

Reading Borough Local Development Framework

Supplementary Planning Document

EMPLOYMENT, SKILLS & TRAINING

Core Strategy Policies: CS3, CS9, CS13
Sites and Detailed Policies Document Policy: DM3

FINAL ADOPTED SPD APRIL 2013

Head of Planning and Building Control
Reading Borough Council

April 15th 2013

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1.0 Purpose and Status of the Document

- 1.1 This is adopted by Reading Borough Council as a Supplementary Planning Document (SPD). It is a material consideration in the determination of planning applications.
- 1.2 The purpose of this document is to set out the obligations which will be sought from developers at the construction and end user phases of development to contribute towards a range of employment, skills and training measures to mitigate the impacts of development to ensure that local people can better access job opportunities arising from new development.
- 1.3 The Employment, Skills and Training Supplementary Planning Document (SPD) forms part of the Local Development Framework (LDF). A SPD is a lower-level document that expands upon existing policy within a higher-level Development Plan Document (DPD). In this case, the SPD provides further detail to adopted (2008) Core Strategy Policies *CS9: Infrastructure, Services, Resources and Amenities*, which identifies the requirement for planning obligations “in order to ensure that the development is both sustainable and contributes to the proper planning of an area in accordance with relevant planning policies”; *CS13: Impact of Employment Development*, which requires employment development to provide mitigation measures in line with its impacts on the demand for housing (including affordable housing), labour and skills, and on the transport network; and adopted (2012) Sites and Detailed Policies Document (SDPD) Policy *DM3: Infrastructure*, which sets out priorities for infrastructure planning and includes economic development services and infrastructure including skills development initiatives.
- 1.4 The SPD also contributes towards delivering the aims of adopted Core Strategy Policy *CS3: Social Inclusion and Diversity*, which requires that major developments demonstrate measures to enhance social inclusion in terms of access to a range of services including employment, and that new development does not result in or increase the potential for economic and/or social disparity.
- 1.5 This SPD replaces Section 5 Economic Development Measures of the adopted Planning Obligations under S106 of the Town and Country Planning Act 1990, Supplementary Planning Guidance (final SPG Amended 2004). Other Sections of that SPG currently remain operational.

2.0 Context

- 2.1 Reading was originally identified as a regional 'Hub'¹ and one of eight 'diamonds' for investment and growth, within the South-East's Regional Economic Strategy 2006-2016 (2006). It was also designated as a 'New Growth Point'². Although neither the New Growth Point Status nor 'Diamond' are now applicable, the Council's policies and position reflect the emphasis on sustainable growth inherent in the development of these policies and initiatives. Reading welcomes sustainable growth and planning policies continue to reflect that emphasis.
- 2.2 Reading is once again listed as one of the top economies in the UK (2012)³ in terms of being best placed for a private sector led recovery. However, The Local Economic Assessment of the Reading Diamond (2010) highlights weaknesses of a *"poorly achieving underclass in education and skills especially at the entry and basic levels"*. It goes on to highlight that *"the skills and education level of the labour force"* is a *"crucial dimension of the Diamond's future economic vitality, flexibility and competitiveness..."*⁴.
- 2.3 Despite growth over the decade to 2011, especially in B1 (knowledge intensive) uses, 30% of Reading's working age population still lack level 2 qualifications (i.e. basic skills). The continued failure to improve local skills levels will inhibit economic growth. Significant predicted jobs growth locally and sub regionally presents the opportunity to maximise skills development and employment opportunities for local people through securing contributions from developers. This is to mitigate against their developments, contributing to Reading's current 'skills mismatch' and skills shortages.
- 2.4 A better, appropriately skilled local workforce can provide a pool of talent to both developers and end occupiers. This will reduce the need to import skills, and in doing so reduce congestion and unsustainable travel to work modes, reduce carbon emissions and the pressure on the local housing infrastructure.

3.0 Policy Background

- 3.1 The National Planning Policy Framework (2012) sets out the Government's commitment to securing economic growth. With

¹ A focus for improvements to accessibility, for higher density land uses, and for high quality transport interchange facilities - Regional Spatial Strategy for the South East

² Areas proposing an average rate of new housebuilding at least 20% higher than set in plans in October 2003.

³ Centre for Cities Outlook 2012

⁴ Reading Diamond's Local Economic Assessment, 2010

regard to business needs it states that *"Local planning authorities [LPAs] should have a clear understanding of business needs within the economic markets operating in and across their area"*. This includes *"..working closely with the business community to understand their changing needs and identify and address barriers to investment, including a lack of housing, infrastructure or viability"*. Included within the areas which LPAs should assess, using their evidence base, are *"locations of deprivation which may benefit from planned remedial action."*

3.2 Reading's Sustainable Community Strategy (SCS, April 2011) includes the key themes of 'People, Place and Prosperity'. Under the Prosperity theme the SCS identifies as paramount the need to *"embed sustainable economic growth solutions"*. One of the current challenges highlighted is the need to improve employment and skills outcomes. In terms of addressing this challenge the SCS recognises the need to diversify the economy through ensuring that more local people are able to access jobs and employment, and those in work have the skills required to prosper. The SCS identifies that there will be a focus on activities which develop skills for business, to improve competitiveness, and ensuring development offers opportunity for local people, e.g. increase the number of apprenticeships offered by local employers. A more coherent and focussed approach to improving training and skills outcomes through S106 will help to contribute to these priorities.

3.3 **"Driving Reading's World Class Economy - An Economic Development Strategy,"** Reading UK CIC (2011)⁵, summarises the key issues emerging from the Local Economic Assessment (2010)⁶, as:

1. Promoting and sustaining the local economy;
2. Skills and education; and
3. Transport, housing and infrastructure.

The Strategy identifies that the skills and abilities of our workforce are vital to sustaining economic potency. One of the key outcomes identified is a more highly skilled workforce with this objective being achieved by *"employment & skills plans implemented for major development sites as part of the Skills for Business [SfB] campaign"*

3.4 The Council's adopted Core Strategy Policy CS13: Impact of Employment Development, specifically deals with the impacts of employment development and the need to mitigate the impacts including, but not exclusively, with regard to skills and childcare. There is specific reference to maximising the potential of the existing population to fill jobs, through improving their skills. The Core

⁵ <http://www.livingreading.co.uk/economic-development-strategy>.

⁶ <http://www.livingreading.co.uk/local-economic-assessment>

Strategy also focusses on the social effects and policy CS3: Social Inclusion and Diversity states that *"major developments should demonstrate measures to enhance social inclusion in terms of access to housing, employment, services, ..."*. The accompanying text identifies that *"planning processes must recognise the potential for disparities and deprivation, ensuring that new development does not result in, or increase the potential for, economic and/ or social disparity"*. Policy CS9: Infrastructure Services, Resources and Amenities, identifies the requirement for planning obligations *"in order to ensure that the development is both sustainable and contributes to the proper planning of an area in accordance with relevant planning policies"*.

- 3.5 A more detailed policy is set out in the **Sites and Detailed Policies Document**, Policy DM3: Infrastructure. This sets out priorities for infrastructure planning and includes economic development services and infrastructure, including skills development initiatives and childcare.
- 3.6 Promoting employment skills and training opportunities for local people will generate local employment opportunities and reduce carbon emissions, all of which will contribute to sustainable economic development. Focusing activities largely at those most marginalised from the workforce, including those that lack the skills required by employers, will help reduce deprivation and improve social inclusion.

4.0 Justification

- 4.1 The National Planning Policy Framework (CLG, 2012) states that planning obligations should only be sought where they meet all of the following tests:
- Necessary to make the development acceptable in planning terms;
 - Directly related to the development; and
 - Fairly and reasonably related in scale and kind to the development.
- 4.2 Local planning policies are clear that employment generating development should provide mitigation measures in line with its impacts on the demands for housing, labour and skills and on the transport network. Reading Borough Council's adopted Core Strategy states that *"the tight labour market of Reading...means that additional employment development could result in still greater pressures on housing in the Borough, more congestion and longer commuting distances."*
- 4.3 As well as a lack of basic skills there is also evidence of a shortage of skills in specific sectors from within Reading's working age

population, which clearly affects their ability to access new jobs being created. New development and employment growth will exacerbate existing skill shortages. This will lead to a greater proportion of the labour supply being sourced from outside of Reading which creates unsustainable long distance commuting or added pressure on housing. In addition there is the need to expand the local labour market in line with growth of employment from new development, to avoid detrimental impacts on other local employers.

- 4.4 Seeking planning obligations to maximise the potential of the existing population to compete for the jobs being created, whether during the construction phase or end user phase, through improving their skills levels, is necessary to ensure that future development is economically and socially sustainable, and that barriers to employment for those marginalised from the workforce are removed.
- 4.5 Developers often identify projected employment outcomes as part of the justification for development. It is important therefore that the impacts of economic development are mitigated and the economic benefits of new development in terms of improved local skills and employment outcomes are realised.
- 4.6 The recession has had a marked impact on Reading businesses and residents, with a sharp increase in the unemployment rate, which has resulted in greater competition for jobs making it increasingly difficult for those people with low skills to access employment. There is also evidence that the current economic climate is impacting more heavily on the most vulnerable communities as there are 12 Super Output Areas (SOAs)⁷ within 20 percent of the most deprived in England compared with 11 in 2008 and 8 in 2004⁸, indicating a growing inequality. Education, skills and training deprivation is a particular issue in Reading, with nine Super Output Areas within the 10% most deprived in England, seven of which are in south Reading.
- 4.7 Not only is it clear that skills levels are a key determinant of a sustainable local economy, but they also have an impact on employment opportunities and thus an individual's economic prosperity. Up-skilling the area's labour force will be key to maintaining its economic competitiveness. It will also bring wider benefits in terms of income equality and, potentially, a reduction in child poverty. Securing obligations for skills development and employment of local people will be necessary to enhance social inclusion by reducing the potential for economic and social disparity, another key policy driver at the local level.

⁷ Super Output Areas are a new geography designed by The Office for National Statistics (ONS) for the collection and publication of small area statistics.

⁸ Index of Multiple Deprivation 2007, DCLG

5.0 Types of Employment, Skills and Training

- 5.1 There are two key areas of employment, skills and training for which S106 planning obligations will be sought. The first is the *construction phase* for all large developments, the second at the *end user phase* of large commercial development. The measures will seek to mitigate the impacts of development through ensuring that local people can better access job opportunities arising from development.
- 5.2 Planning obligations secured through S106 will be used to assist local residents to receive training during the construction phase, and to support/ provide the training and skills needed to access the new job opportunities created by the developments' end-user. During the construction phase, developers will be expected to make best efforts to employ local contractors, subcontractors, apprentices and trainees.
- 5.3 For both the construction and end-user phases, developers and occupiers will need to be committed to working with the Council (and Reading's economic development company)⁹ to develop a site specific *Employment and Skills Plan (ESP)*. The S106 agreement will require the implementation of the approved ESP. Funding to deliver the ESP outcomes will be the responsibility of the developer working in consultation with the Council, its ESP delivery partner and relevant skills and employment delivery partners. This will be based on meeting a specified number of training/ apprentice/up-skilling outcomes.
- 5.4 ESP's typically cover the following outcomes (both construction & end use phases):
- Number of apprenticeships
 - Employment/training initiatives
 - Training and work experience for younger people, including those who are not in employment, training or education (NEET)
 - Best endeavours to maximise local labour
 - Local procurement agreement - potential for local businesses to be included in tender lists.
- 5.5 Delivery of the ESP will require collaboration between a large number of agencies and organisations. Reading's economic development company, will work with the developer/end user and will provide assistance and guidance in identifying the most appropriate providers/ suitable delivery partners to match the skills and training needs of the ESP. The SfB coordinator will monitor the overall ESP.

⁹ Reading UK CIC is Reading's economic development company and is responsible for delivering skills priorities on behalf of the Local Strategic 2020 Partnership, and coordinate the delivery of publically funded 19+ accredited skills and training.

- 5.6 **A financial contribution will be sought where a developer chooses not to implement an ESP.** The contribution will deliver a package of training and skills outcomes for local people. The funding required will be based on the calculation in Section 6. below. The SfB coordinator will deliver a detailed, fully costed ESP (to be agreed with a developer). This will be for training and skills outcomes commensurate to the scale of the development including skills coordination, targeted support programmes, job brokerage schemes and Skills for Business Initiatives. Examples of initiatives are set out below.
- 5.7 The Council would welcome other innovative approaches to delivering employment, skills and training outputs, which could include collaborative working between more than one developer. There would, however, still be an overseeing role for the SfB coordinator.

Construction Phase

- 5.8 Funding secured through S106 planning obligations for construction skills will support construction specific training for local people. There are a range of courses which currently exist through mainstream college provision, Pre Employment Training and Sector Based Work Academies. The types of training might include the following:

Pre-Employment Training - construction:

- Up to 30 hours a week for a maximum of 2 weeks;
- Up to 5 days work experience on site;
- Training equipment and materials
- CV and interview preparation and techniques;
- Personal safety equipment
- Reasonable expenses relating to training (e.g. travel)
- Issue of appropriate site safety 'licences' (i.e. CSCS)

Sector Specific Training Activities

- 19+ construction qualifications where not funded elsewhere;
- Site visits for school and education projects;
- Construction related costs for skills and training to support local community projects;
- Construction apprenticeship places
- Contribution to Skills for Business Co-ordination¹⁰ where appropriate.

Partners involved in delivering training include New Directions, Reading College and JobcentrePlus, amongst others.

¹⁰ Currently operated by Reading UK CIC

End User Phase

- 5.9 Examples of what end user funding secured through S106 might deliver are as follows (refer also to Appendix 2):

Taking the scenario of a 200 bedroom 4* hotel with associated facilities, based on an employment density of 1 employee per 1.25 bedrooms = 160 staff (using employment density information from Appendix 3)

Pre Employment Training - Catering & hospitality:

- Up to 30 hours a week for a maximum of 2 weeks;
- Up to 5 days work experience;
- Purchasing training and materials
- Food hygiene, first aid and COSHH training;
- CV and interview preparation and techniques.

Sector Specific Training Activities

- Work trials;
- Job related equipment - i.e. chefs whites, knives;
- Customer service training - i.e. Worldhost;
- 19+ qualifications where not funded elsewhere¹¹;
- Sector specific apprenticeship places;
- Contribution to Skills for Business Co-ordination¹².

Partners involved in delivering training include New Directions, Reading College and JobcentrePlus amongst others.

¹¹ Most courses will be funded via JobcentrePlus or colleges, for those out of work, however, there is a real need, supported by labour shortage data to broaden the offer to those that might be in work, to help them up-skill to increase their economic activity/ productivity and skills

¹² Currently operated by Reading UK CIC

6.0 How will contributions be calculated and which developments will pay?

Type of Economic Development Measure	Proposed use/s to contribute	Size of development to contribute	Rate/ means of calculation
Construction Phase	All	Major applications: -Commercial and other uses of gross internal floor area of 1000m ² / 1ha or more; -Residential - 10 units/ 0.5ha or more	Where an agreed ESP is provided by a developer for them to deliver it will be based on construction benchmarks from the National Skills Academy for Construction projects (refer to Appendix 1), and labour market patterns in the industry. These set out the expected levels of employment, apprenticeships and training for the size of development, based on the total construction cost. A monitoring fee will be required for the Skills for Business Coordinator (SfBC) to monitor the agreed ESP. The fee for this will be £25 per training output as agreed through the ESP. If a developer chooses not to provide an ESP themselves then a financial contribution will be sought and will be based on the following calculation: $£2,500^{13} \times \text{Gross internal floor area of scheme (m}^2 \text{)} / 1000\text{m}^2$ This contribution will be used to fund and deliver the relevant employment, skills and training outcomes. These will be commensurate to the scale of the development, as set out in a detailed, fully costed ESP, developed by the Skills for Business Co-ordinator (SfBC). 3% of the total contributions will be used to support the role of the SfBC. The SfBC will be responsible for working with developers to develop and deliver all ESP objectives, to maximise their reach to local people and to report progress including confirmation that all ESP outcomes have been discharged. The SfBC will work across a network of Skills for Business training providers thus providing the developer (and Council) with a single point of contact for all ESP related matters. They will regularly liaise with JobcentrePlus to ensure that clients are able to access ESP training.

¹³ Average cost of construction training

End User	All commercial/ employment generating uses	Gross ¹⁴ internal floor area of 1000m ² or more	End use ESP's will be developed using the expertise and experience of appropriate Sector Skills Councils, local labour market intelligence and appropriate employment density calculations - see Appendix 2: Definition of the end user training initiatives outputs, and Appendix 3: Employment Density. End use ESP's will be negotiated on a case by case basis for all appropriate developments and will seek to maximise the following outcomes; • Number of apprenticeships generated • Employment/training for unemployed • Training and work experience for younger people • Maximising local labour - minimum 50% A monitoring fee will be required for the Skills for Business Coordinator (SfBC) to monitor the agreed ESP. The fee for this will be £15 per training outputs as agreed through the ESP. <i>If a developer chooses not to provide an ESP themselves then a financial contribution will be sought and will be based on the following calculation:</i> <i>Gross internal floor area of development (m²) / average employee density for development type¹⁵ x target percentage of jobs filled by Reading residents (50%) x percentage without level 2 skills (30%) x £1500¹⁶</i> This will be used to fund the relevant employment, skills and training initiatives as defined in an ESP developed by the SfBC. 3% of the total contributions will be used to support the Skills for Business Co-ordinator (see above for the SfBC role). All training will lead to accredited qualifications.
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¹⁴ Consideration will be given to basing the calculation on the net increase, where some/ all of the floorspace has been in continuous use for at least 6 months in the 12 months leading up to the submission of the planning application

¹⁵ Using HCA Employment Density figure – See Appendix 3

¹⁶ Average cost of end user related training

APPENDIX 1: BENCHMARKS TO BE USED IN CONSTRUCTION EMPLOYMENT SKILLS PLANS (ESP), AND DEFINITIONS OF THE OUTPUTS

The National Skills Academy for Construction - Client Based Approach was launched in June 2011 after being piloted in certain local authorities. This defines Employment and Skills based benchmarks for developments based on build cost. The benchmarks have been set as a result of experience from the National Skills Academy for Construction projects and an analysis of labour patterns in the industry. The benchmarks have been amended slightly to reflect Reading's local priorities - namely;

- Increased apprenticeships
- Employment/training for unemployed
- Training and work experience for younger people
- Maximising local labour - minimum 50%

They have been prepared across a range of different construction value bands in terms of outputs and scope of employment and skills which they support and will be used as basis for drawing up the ESP.

To calculate the number of outputs the table is used as follows:

Multiply the benchmark multiplier for the appropriate band by the full construction value of the scheme divided by 1,000,000.
e.g. Apprenticeships - for an £8m scheme = $(8,000,000 \times 0.6) / 1,000,000 = 5$.

Note: The figures should be rounded to the nearest whole number for the purposes of setting the target outputs.

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Definitions of Outputs Identified in the Benchmark Table: For Construction Employment and Skills Plan (ESPI)

First principles

The parties to this agreement agree to work collaboratively to maximise training and skills outcomes for local people. They recognise that the use of local labour in both the construction and in the appropriate end user phase (where appropriate) is a mechanism for addressing local skills shortages, empowering communities to take responsibility for themselves and ensuring that local residents share in economic success.

(A) Apprentices - applicable to all developments lasting 12 months or longer	Definition
Created 16-18	The developer is responsible for ensuring the relevant number of apprenticeship places are created on site - either directly or through the developers managing agents and their supply chain. The developer is responsible for all associated costs.
Created 19+	The developer is responsible for ensuring the relevant number of apprenticeship places are created on site - either directly or through the developers managing agents and their supply chain. The developer is responsible for all associated costs.
(B) Employment Initiatives Progression into employment - unemployed less than either 9 months for 18-24 year olds or 12 months for 25+	Number of individuals who have been <u>unemployed</u> for up to either 9 or 12 months and enter into employment and/or structured sector specific employment training initiatives, including: • work experience placements (where appropriate) • appropriate site safety 'licences' where applicable (i.e.CSCS/PTS), • Pre Employment Training (PET)/Sector Based Work Academies (SWBAs) • PET's and SWBAs require guaranteed interview for successful completion. and be created to suit the needs of the developer as appropriate.
Progression into employment - unemployed more than either 9 months or 12 months as above to support work programme	Number of individuals who have been <u>unemployed</u> for either 9 or 12 months months and enter into employment and/or structured sector specific employment training initiatives, including: • work experience placements (where appropriate); • appropriate site safety 'licences' where applicable (i.e.CSCS/PTS); • Pre-Employment Training (PET)/Sector Based Work Academies (SWBAs) • PETs and SBWAs require guaranteed interview for successful completion.

	and be created to suit the needs of the developer as appropriate.
(B) Employment Initiatives (ctd) Progression into employment - young people aged 18 - 24	Construction: All developments generating 50 jobs (FTE's) or more over the entire build cycle to participate in a construction trade related Sector Based Work Academy (SBWA) exclusively young people (minimum cohort x 10 - leading to 5 guaranteed on site jobs). SBWA required for each 50 FTE's jobs on site.
(C) Training initiatives - new entrants	
School/College/University site visits (no of students)	The developer agrees to allow supervised and pre-arranged access to the site for educational purposes. The developer further agrees to consider off site visits to support local education, including the promotion of construction as a career, site health and safety and technical lectures.
Work experience/shadowing 14 - 16 years (no of persons)	The number of 14-16 young people undertaking work experience/work shadowing placements with the site team/trade contractors and/or the schemes occupier where appropriate. This can include block placements of one week or more, or one / two days per week. A work experience/work shadowing placement is to be a minimum of 5 days in total.
Work experience 16+ years	The number of people undertaking work experience placements with the site team/trade contractors and/or the schemes occupier where appropriate. This can include block placements of one week or more, or one / two days per week. Can also include Entry to Employment and university student placements, which will be particularly relevant for the larger projects. A work experience placement is to be a minimum of 20 days.
Work experience NEETS	The number of young people that are not in employment, education or training undertaking work experience placements with the site team/trade contractors and/or the schemes occupier where appropriate. This can include block placements of one week or more, or one / two days per week. A work experience placement is to

	be a minimum of 5 days in total.
(D) Maximising local employment	
Construction	For construction projects generating 50 jobs (FTE's) or more the developer will be make best 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). This applies to all supply chain contractors and sub-contractors. For development generating 50 jobs (FTEs) or more the developer agrees to attend local Job Fairs as appropriate. All jobs created to be advertised through Reading Jobcentre Plus to maximise local recruitment opportunities.

APPENDIX 2: DEFINITION OF THE END USER TRAINING INITIATIVES OUTPUTS - COMMERCIAL DEVELOPMENTS ONLY

Sector specific 'end user' training (if appropriate) i.e. retail/logistics/hospitality	The number of people who have entered into sector specific 'end user/occupier' training, work experience and skills programmes. This could include; • work experience placements (where appropriate) • appropriate site safety 'licences' where applicable (i.e.CSCS/PTS), • Pre-Employment Training (PET)/Sector Based Work Academies (SWBAs) • PETs and SWBAs require guaranteed interview for successful completion. and be created to help the end user deliver 50% local employment
Maximising local employment	For developments generating 50 jobs (FTEs) or more the end occupier/user and its nominated agents will make best endeavours to employ at least 50% of all staff from those resident in the Reading travel to work area (defined as the Boroughs of Reading, Wokingham and Bracknell). Employment uses generating 50 jobs (FTEs) or more the end occupier (where known) agrees to attend local Job Fairs as appropriate. All jobs created to be advertised through Reading Jobcentre Plus to maximise local recruitment opportunities.

APPENDIX 3: EMPLOYMENT DENSITY

Class	Use Type	Area per FTE (m ²)	Floor Area Basis	Comment on potential variation
Industrial				
B2 B1(c)	General Light Industry (Business Park)	36 47	GIA NIA	Range of 18 - 60 m ²
Warehouse & Distribution				
B8	General	70	GEA	Range of 25 - 115 m ² The higher the capital intensity of the business, the lower the employment density. Wide variations exist arising from scale and storage duration.
B8	Large Scale and High Bay Warehousing	80	GEA	
Office				
B1(a)	General Office	12	NIA	Includes HQ, Admin and 'Client Facing' office types A blended rate of the above B1(a) uses where they are found in out of town business park locations . Densities within separately let units are c.7 m ² per workstation but 30% of a facility's total NIA for shared services reduces the overall density.
B1(a)	Call Centres	8	NIA	
B1(a)	IT/ Data Centres	47	NIA	
B1(a)	Business Park	10	NIA	
B1(a)	Serviced Office	10	NIA	
Retail				
A1	High Street	19	NIA	Town/ City Centre
A1	Food Superstores	17	NIA	
A1	Other Superstores/ Retail Warehouses	90	NIA	
A2	Financial & Professional Services	16	NIA	Includes the back office function area as well as the customer facing areas. Range of 10 - 30 m ²
A3	Restaurants & Cafes	18	NIA	
Leisure & Visitor Attractions				
C1	Budget Hotels	1 employee per 3 bedrooms plus casual staff		
C1	General Hotels (3 star)	1 employee per 2 bedrooms		
C1	4/ 5 Star Hotels	1 employee per 1.25 bedrooms		
D1	Cultural Attractions	36	GIA	Very wide range exists, so use with Caution. Excludes external areas Range of 90 - 120 m ²
D2	Cinemas	90	GIA	
D2 ¹⁷	Amusement & Entertainment Centres	70	GIA	Range of 40 - 100 m ² - excludes external areas. Range of 30 - 100 m ²
D2	Sports centres and Private Clubs	65	GIA	

Source: HCA Employment Densities Guide 2010 (2nd edition)

¹⁷ Some Sui Generis use classes are applicable – includes launderettes, taxi businesses, car hire businesses, filling station, scrap yards, shops selling or displaying motor vehicles for sale, retail warehouse clubs, hostels, theatres, amusement arcades and centres, fun fairs, night clubs, casinos.

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Osoby, które nie rozumieją treści dokumentu lub potrzebują pomocy w wypełnieniu formularza wniosku o pozwolenie na budowę (planning application) proszone są o kontakt telefoniczny pod numerem 0118 955 3717 lub zgłoszenie się do recepcji (Customer Services) na parterze budynku administracji rady miejskiej (Civic Centre).

Polish

Se você precisar de ajuda para preencher ou entender este documento de planejamento ou formulário de alvará de construção, por favor telefone para 0118 955 3717 ou visite o Serviço de Atendimento ao Cliente no andar térreo do Centro Cívico (Civic Centre).

Portuguese

ਜੇ ਤੁਹਾਨੂੰ ਇਸ ਯੋਜਨਾਪੱਤਰ ਨੂੰ ਸਮਝਣ ਜਾਂ ਯੋਜਨਾਬੰਦੀ ਦੀ ਅਰਜ਼ੀ ਭਰਨ ਲਈ ਸਹਾਇਤਾ ਦੀ ਲੋੜ ਹੈ, ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ 0118 955 3717 'ਤੇ ਫੋਨ ਕਰੋ ਜਾਂ ਸਿਵਿਕ ਸੈਂਟਰ ਵਿਚ ਹੇਠਲੀ ਮੰਜਿਲ 'ਤੇ ਗਾਹਕ ਸੇਵਾ ਨੂੰ ਮਿਲੋ।

Punjabi

اگر آپ کو پلاننگ کی اس دستاویز یا پلاننگ کیلئے درخواست کے فارم پر کرنے یا سمجھنے کیلئے مددکار ضرورت ہو تو براہ مہربانی 0118 955 3717 پر ٹیلیفون کریں یا سوک سنٹر کے گراؤنڈ فلور پر واقع کسٹمر سروسز پر تشریف لائیں۔

Urdu

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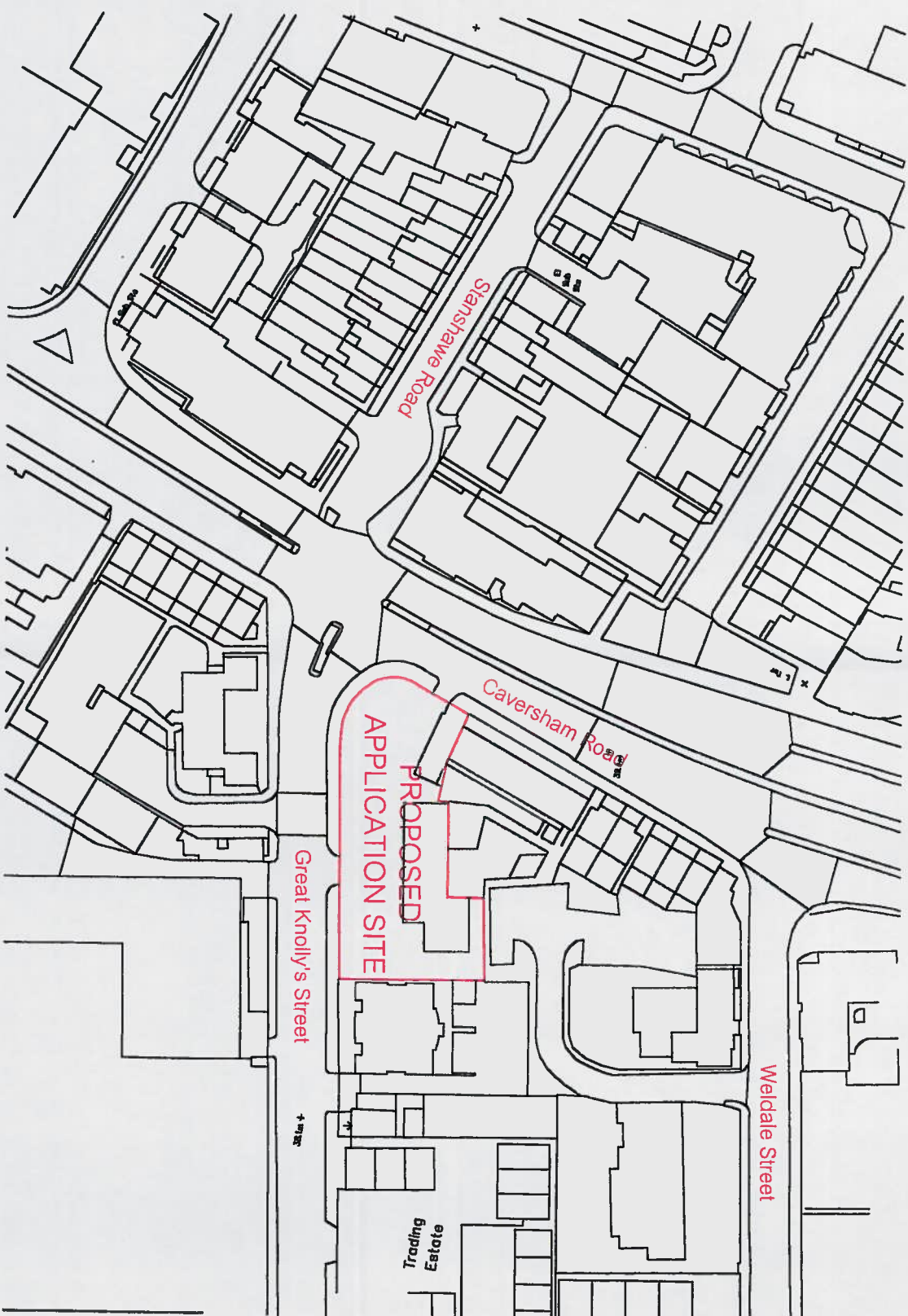
ANNEXURE 3

THE PLAN



ELSTREELAND

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Do not scale other than for Local Authority Planning purposes.



60m 40m 20m

20m

40m

60m

80m

100m

location plan

[Handwritten signature]

[Handwritten signature]



dha architecture ltd

Brooklands Farm Business Park
Bottle Lane
Binfield
Berkshire
RG42 5DX

t. 0118 934 8888
e. suriname@dhaarchitecture.co.uk
w. www.dhaarchitecture.co.uk

45 caversham road, reading

Location Plan

23.08.2020 revised
1:1250 @ A3 scaling
SLP context

121903-ELS-03

rev date by details

EXECUTED as a Deed by the said)
ELSTREE LAND LTD)
acting by Tina Bradbury)
Director in the presence of:-)



Signature of Director:

Signature of Witness:



Name of Witness:

LEWIS D FENAL

Address of Witness:

CLIFTON INGRAM L.L.P.
SOLICITORS
17 FRIAR STREET
READING
BERKS RG1 1DB

Occupation of Witness:

SOLICITOR

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



7
pae

Minute	4/3/2020
Originator	WB
Seal No.	47/21
Checked	OB

DATED 24th February 2021

ELSTREE LAND LIMITED
(the Owners) (1)

and

READING BOROUGH COUNCIL
(the Council) (2)

AGREEMENT

**constituting Planning Obligations relating to
land at 45 Caversham Road, Reading**

(Appl. No.201420)

Michael Graham LLB(Hons); MBA
Assistant Director of Legal &
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
DX 40124 Reading (Castle St)
IKEN NO. 13465
S106 No 20/02/2020