

DATED

1st April

2020

ROSE HILL COMMERCIAL ESTATES LIMITED

(the Owner") (1)

And

READING BOROUGH COUNCIL (2)

("the Council")

And

SHAWBROOK BANK LIMITED

("the Mortgagee") (3)

AGREEMENT

constituting a Planning Obligation relating to land at
43 London Street, Reading, RG1 4PS
(Planning Application No. 191043)

Michael Graham LLB(Hons); MBA
Assistant Director of Legal &
Democratic Services
Reading Borough Council
DX 40124 Reading (Castle Street)
IKEN 13754

THIS AGREEMENT is made the

1st April

2020

BETWEEN:

- (1) ROSE HILL COMMERCIAL ESTATES LIMITED (Co. Regn. No. 11659548) whose Registered Office is situate at Moorgate House 7b Station Road West Oxted RH8 9EE ("the Owner") and
- (2) SHAWBROOK BANK LIMITED (Co. Regn No. 388466) of Lutea House Warley Hill Business Park The Drive Great Warley Brentwood Essex CM13 3BE ('the Mortgagee') and
- (3) READING BOROUGH COUNCIL of Civic Offices Bridge Street Reading RG1 2LU ("the Council")

RECITALS

A. Planning Obligation

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

B. Application Land

The Council is the Local Planning Authority for the purposes of the 1990 Act and the Highway Authority for the purposes of the 1980 Act for the Borough of Reading in which the Application Land is situated

C. Land Ownership

The Owner is the freehold owners of the Application Land as identified in Part 1 of the First Schedule hereto and have an interest in the Application Land within the meaning of the term in Section 106(9) (b) of the 1990 Act

D. Planning Application

Rose Hill Commercial Estates Limited the Owners submitted the Application (191043) to the Council for Planning Permission to carry out the Development which was validated on the 16th July 2019

E. Planning Permission

The Council having regard to the Development Plan and to all other material considerations resolved that Planning Permission should be granted for the Development pursuant to the Application subject to the prior completion of this Agreement

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

1. DEFINITIONS

The following expressions shall have the under mentioned meanings

1.1 "the 1990 Act"

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

1.2 "Affordable Housing"

means social rented housing affordable rented housing and intermediate housing as defined in Annex 2 of the National Planning Policy Framework published on February 2019 or any subsequent definition in any revision amendment or re-enactment thereof published by the UK Government and for the avoidance of doubt includes the Social Rented Units and Affordable Rented Units

1.3 "Affordable Housing Contribution"

means the sum of ONE HUNDRED THOUSAND POUNDS (£100,000.00) as a contribution towards the provision by the Council of Affordable Housing in the Borough which is not being provided by the Owners on the Application Land

1.4 "this Agreement"

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

1.5 "Application"

means the Application seeking Planning Permission to carry out the Development submitted by the Developer to the Council and registered by the Council under reference number 191043.

1.6 "Application Land"

means the land described in the First Schedule hereto and registered with Land Registry Title Numbers BK18446 and BK367507

1.7 "Approved ESP"

means as the case may be a Construction ESP approved by the Council pursuant to Paragraph (3) of the Second Schedule hereto or an End User ESP approved by the Council pursuant to Paragraph (8) of the Second Schedule hereto

1.8 "Construction ESP"

means the Employment and Skills Plan to be Approved by the Council which incorporates the Employment and Skills Measures and Provisions and which follow the provisions of the Employment Skills and Training Supplementary Planning Document adopted by the Council on 15th April 2013 and attached at Annexure 2

1.9 "the Construction ESP Contribution"

means the sum of THREE THOUSAND THREE HUNDRED AND FORTY FIVE POUNDS (£3345.00) (as increased by the Indexation provision in Clause 8) to be paid to the Council and applied by its Partner Organisation towards the Employment and Skills Measures and Provisions as they relate to the construction of the Development as calculated in accordance with the Employment Training and Skills SPD in delivering training places elsewhere if none are forth coming in respect of this development

1.10 "Deferred Affordable Housing contribution"

means the contribution as defined in the Second Schedule and calculated accordingly

1.11 "Development"

means the part demolition of existing London Street façade and internal works to building alongside demolition of two storey buildings to rear to enable residential-led mixed use.

1.12 "Dispose"

means the transfer of the freehold interest or the grant of a leasehold estate or interest in a Residential Unit which is not a Sham Transaction and for the avoidance of doubt Disposal shall not mean the exchange of contracts and "dispose" and "disposed of" shall be construed accordingly

1.13 "Effective Date"

means the date of this Agreement

1.14 "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 at the construction and End User stages of the Development which include those set out in the Second Schedule

1.15 "End User(s)"

means an Occupier(s) of the Development

1.16 "the End User ESP Contribution"

means the sum of EIGHT THOUSAND EIGHT HUNDRED AND EIGHTY EIGHT POUNDS (£8,888.00) (as increased by the Indexation provision in Clause 8) to be paid to the Council and applied by its Partner Organisation towards the Employment and Skills Measures and Provisions as they relate to the Occupation of the Development by an End User(s)

1.17 "ESP"

means (as the case may be) a Construction ESP or an End User ESP for the Development which is to be submitted to the Council by the Owner for Approval which incorporates the Employment and Skills Measures and Provisions set out in the Second Schedule

1.18 "the ESP Monitoring Fees"

means (a) the sum of TWENTY FIVE POUNDS (£25.00) for each agreed Training Output in respect of the Construction ESP to be paid to the Council towards the monitoring and co-ordinating of the Approved Construction ESP and (b) the sum of FIFTEEN POUNDS (£15.00) for each agreed Training Output in respect of the End User ESP to be paid to the Council towards the monitoring and co-ordinating of the Approved End User ESP

1.19 "Financial contributions"

Means any financial payment made by the Owner to the Council pursuant to this Agreement

1.20 "First Occupation"

Means first Occupancy of any new Residential Unit within the Development or relevant part thereof

1.21 "Implementation"

means the carrying out of a "material operation" as defined in Section 56(4) of the 1990 Act save that this definition shall not include any works of demolition site clearance ground investigation site survey works construction of boundary fencing or hauling decontamination soil investigation and archaeological testing and "Implement" and "Implemented" shall be construed accordingly

1.22 "Implementation Notice"

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

1.23 "Local Labour"

Means local workers living within the Reading area

1.24 "Monitoring Contribution"

means the sum of FOUR HUNDRED POUNDS (£400.00) to be paid to the Council for the Monitoring Officer for the purpose of monitoring the Obligations set out in this Agreement

1.25 "Monitoring Officer"

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

1.26 "Obligations"

means the covenants on behalf of the Owners set out at Clause 5.1 to this Agreement

1.27 "Occupation"

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

1.28 "Occupation Notice"

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

1.29 "Open Market Value"

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

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

1.30 "Partner Organisation"

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

- 1.31 "Plan 1"** means the plan marked "Plan 1" illustrating the Application Land edged red annexed hereto

1.32 "Planning Permission"

means the planning permission to be granted by the Council pursuant to the Application

1.33 "Practical Completion"

means either (a) the issue of a certificate of practical completion pursuant to a building contract at the time when all buildings permitted under the Planning Permission are completed or (b) where the said buildings are capable of beneficial use and occupation (whichever is the earlier)

1.34 "Prescribed Period"

means the period commencing on the date of receipt by the Council of the relevant payment pursuant to and in accordance with this Agreement and expiring at the end of five (5) full financial years (ending 31 March) following the financial year in which the payment is received by the Council

1.35 "Residential Unit"

means any residential dwelling unit permitted by the Planning Permission and "Residential Units" shall be construed accordingly

1.36 "Sales Value"

means a schedule setting out the actual capital receipt achieved in respect of each Residential Unit that has been sold for Open Market Value or the independently estimated Open Market Value of any Residential Unit not sold or to be sold and clearly identifying the value of discounts incentives or allowances allowed by the Owner in respect of each such Residential Unit

1.37 "Sham Transaction"

means

(a) a transaction the effect of which is to reduce the sale proceeds capital payments receipts and any other income associated with the calculation of the Sales Values or

(b) a disposal of a Residential Unit that is not an arms-length third party bona fide transaction which may (inter alia) include transactions between the Owner and subsidiary companies of the Owner or transactions between the Owner and their employees or transactions involving loans from the Owner or other forms of deferred consideration or transactions involving other property not comprised in the Development

1.38 "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 and in respect of an End User ESP the relevant outputs for that End User ESP listed in in Appendix 2 to the said Employment Skills and Training SPD

1.39 "Working Days"

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

2. INTERPRETATION

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

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

3. LEGAL EFFECT

- 3.1 This Agreement is made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and all other enabling powers to the intent that it shall bind the Owners in respect of their respective interests in the Application Land and their successors in title to each and every part of their respective interests in the Application Land and their assigns
- 3.2 This Agreement shall be enforceable by the Council
- 3.3 If the Planning Permission expires within the meaning of Sections 91 92 93 of the 1990 Act or is revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owners this Agreement shall cease to have

effect (but not so as to avoid any Obligation in this Agreement on the part of the Owners having already been implemented or performed)

- 3.4 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission) granted by the Council or by the Secretary of State on appeal or by reference to him after the date of this Agreement
- 3.5 If any provision of this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired
- 3.6 The Owner and the Mortgagee shall cease to have any obligation or liability under the terms of this Deed in relation to the Application Site or any part thereof once it shall have parted with all its interest in the Application Site or that part thereof respectively but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest (but in the case of the Mortgagees only if they take possession of the Site).
- 3.7 This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory functions nor in any other capacity

4. CONDITIONALITY

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

5. THE OWNER'S OBLIGATIONS

- 5.1 The Owners jointly and severally covenant with the Council
- (a) not to Implement the Development before the Owners have served the Implementation Notice
 - (b) to serve an Occupation Notice within five (5) Working Days after any part of the Development has been first Occupied

- (c) to observe and perform the obligations on their part contained in the Second Schedule (Affordable Housing Obligations)
- (d) to observe and perform the obligations on their part contained in the Third Schedule (Employment and Skills Plans)

5.2 The Developer further covenants with the Council to pay on the Effective Date the:-

- (a) Council's reasonable legal costs and expenses incurred in the preparation and completion of this Agreement in the sum of two thousand five hundred pounds (£2,500.00)
- (b) Monitoring Contribution

6. COUNCIL'S OBLIGATIONS

The Council covenants with the Owners to observe and perform the obligations on its part contained in the Second Schedule (Affordable Housing Obligations)

7. INTEREST ON UNPAID MONIES

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

8. INDEXATION

The amount of the Financial Contributions payable under the provisions of this Agreement shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the date on which the said Contribution is paid including the ESP Contribution

9. PAYMENTS TO THE COUNCIL

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

Reading Borough Council

Sort Code: 30-91-31

Account Number: 00271502

Lloyds Bank plc 24 Broad Street Reading RG1 2BT

Quoting reference 191043 or other reference quoted in relevant S106 Demand Notice issued in respect of the obligation

10. NOTICES

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

11. ADDRESSES FOR SERVICE

The address for any notice or other written communication is for the Council at Civic Offices Bridge Street Reading RG1 2LU and for the respective Owner Lessee and Mortgagee as specified in the Agreement or any other address notified in writing to the Council

12. ARBITRATION

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

- (a) in the case of a dispute regarding the interpretation or meaning of any provision in this Agreement to leading planning counsel to be agreed between the parties or failing agreement to be appointed by the President for the time being of the Law Society or

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

12.2 Any referral pursuant to Clause 12.1 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.

12.3 The expert appointed pursuant to Clause 12.1 (the "Expert") shall within 7 days of appointment make directions regarding the procedural and evidential matters referred to in S34 of the Arbitration Act 1996, the decision of the Expert shall be final and binding on the parties and whose costs shall be in his award

12.4 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties to the dispute within the minimum practical timescales allowing for the nature and complexity of the dispute and in any event not more than forty Working Days from the date of his appointment to act

13. THIRD PARTY RIGHTS

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

14. NO WAIVER

No waiver (whether express or implied) by the Council of any breach of or default by any of the Owners and the Developer 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 any of the Owners and the Developer

15. LOCAL LAND CHARGE

This Agreement is and shall be registered as a Local Land Charge by the Council and following performance and satisfaction of all the Obligations contained in this Agreement or in the event that the Planning Permission expires without first being Implemented the Council shall forthwith effect the cancellation of all entries in the Local Land Charges Register at no cost to the parties

16. MORTGAGEE'S CONSENT

16.1 The Mortgagee consents to the completion of this section 106 agreement and declares that its interest in the Land shall be bound by the terms of this agreement as if it had been executed and registered as a local land charge prior to the creation of the Mortgagee's interest in the Land

16.2 The Mortgagee shall not be personally liable for any breach of the obligations in this undertaking unless committed or continuing at a time when the Mortgagee is in possession of all or part of the Land

17. JURISDICTION

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

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

THE FIRST SCHEDULE

("the Application Land")

Part 1

All that freehold land known as 43 London Street Reading RG1 4PS and land at The Back of 43 London Street Reading registered at the Land Registry under Title Number BK18446 and BK367507 as shown within the Development on Plan 1 at Annexure 1

THE SECOND SCHEDULE

("the Affordable Housing Obligations")

The Owners jointly and severally covenant and agree with the Council as follows:-

1. To pay to the Council the Affordable Housing Contribution prior to the Disposal or Occupation (whichever is the earlier) of the sixth (6th) Residential Unit within the Development
2. To pay a deferred housing contribution based on the Sales Values (assessed on the sale of the eighteenth Residential Unit) whereby 25% of any additional value in excess of the sum of £6,600,000 being the current estimated Open Market Value of the Residential Units less the Affordable Housing Contribution will be paid to the Council always provided that deferred housing contribution will be capped at £990,000 by way of a working example for illustration purposes only:

Sales: £ 7,100,000

Uplift: £500,000 (£7,100,000 less £6,600,000)

25% of uplift: £ £125,000

Less affordable Housing Contribution £100,000

Balance to pay to the Council in this illustration would be £ £25,000

3. The Deferred Affordable Housing contribution shall be paid upon exchange of contracts for sale letting lease or disposal of the eighteenth unit
4. Any additional deferred housing contribution generated for the Development will be paid to the Council in full capped at £990,000
5. If the building is subsequently extended or altered so as to create new units or any of the units are sub-divided then an increase in affordable housing contributions would become payable on a cumulative basis to the Council

Classification: OFFICIAL

Classification: OFFICIAL

THE THIRD SCHEDULE

("the Construction ESP Plan Obligations")

1. Construction 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
- sets out a programme for payment of the Construction ESP Monitoring Fees
- 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 Second Schedule
- (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 Second Schedule 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 Second Schedule 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 Monitoring Fees have been paid to the Council in full together with any interest due thereon

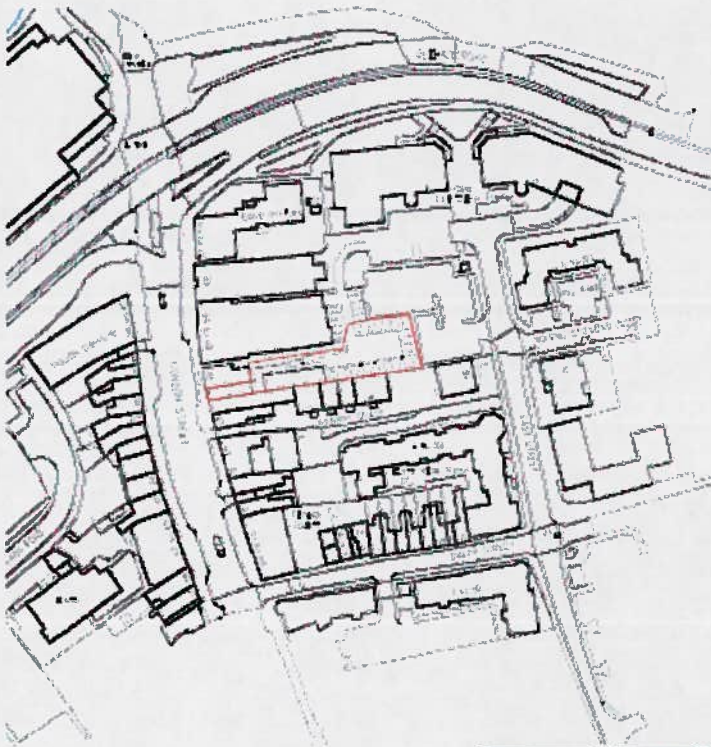
THE FOURTH SCHEDULE
("the Council's Obligations")

1. Within five (5) Working Days of the Effective Date the Council will issue the Planning Permission
2. In this Agreement where the agreement approval consent or any other expression of satisfaction is required from the Council that agreement approval consent or any other expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed
3. Not to use any part of the Affordable Housing Contribution other than towards the provision of Affordable Housing
4. If any element of the Contributions remains unspent or uncommitted in part or in whole at the expiry of the Prescribed Period the Council covenants to return the Contributions or such part thereof as appropriate to the person who made the payment together with such interest at the Bank of England base rate for the time being in force such payment to be made within twenty (20) Working Days of written demand following the expiry of the Prescribed Period

ANNEXURE 1

("the Plans")

"Plan 1" - the Application Land



Project Name	43 London Street, Reading RG1 4PB
Project Number	LSR 000
Project Status	P1
Project Manager	
Project Engineer	
Project Designer	
Project Checker	
Project Approver	
Project Date	1/25/2020
Project Location	43 London Street, Reading RG1 4PB
Project Plan	Location Plan
Project Drawing	1/25/2020
Project Drawing	LSR 000
Project Drawing	P1

LA
Corner Chilton
under PPA
dated 5/3/20

Classification: OFFICIAL

ANNEXURE 2

(“the draft ESP SPD”)

Classification: OFFICIAL

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: $\text{£2,500}^{13} \times \text{Gross internal floor area of scheme (m}^2\text{)} / 1000\text{m}^2$ 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

Employment, Skills and Training SPD

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.

Employment, Skills and Training SPD

Benchmark Table: For Construction Employment and Skills Plan (ESP)

Employment and Skills Outputs	Band 1 1m- 3.49m	Band 2 3.5m- 9.99m	Band 3 10m- 19.99m	Band 4 20m- 29.99m	Band 5 30m- 39.99m	Band 6 40m- 49.99m	Band 7 50m- 59.99m	Band 8 60m- 69.99m	Band 9 70m- 79.99m	Band 10 80m- 89.99m	Band 11 90m +
(A) Apprentices - applicable to all developments lasting 12 months or longer											
Created 16-18	0	0.3	0.28	0.26	0.25	0.24	0.23	0.22	0.19	0.18	0.17
Created 19+	0	0.3	0.28	0.26	0.25	0.24	0.23	0.22	0.19	0.18	0.17
(B) Employment Initiatives											
Progression into employment - Unemployed less than 6 months	1.3	1.1	0.5	0.5	0.5	0.5	0.5	0.5	0.35	0.35	0.35
Progression into employment - Unemployed more than 6 months/ including Work Programme Progression into employment - young people aged 16-24	0.8	0.8	0.6	0.6	0.5	0.5	0.3	0.3	0.3	0.3	0.25
CC 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 (SWBA) exclusively for young people (minimum cohort x 10 - leading to 5 guaranteed on-site jobs). SWBA required for each 50 FTE jobs on site											
(C) Training initiatives - new entrants											
School/College/University site visits (no of students)	5.0	5.0	3.0	2.5	2.2	2.0	1.80	1.50	1.50	1.50	1.5
Work experience 14 - 16 years (no of persons)	0.50	0.30	0.20	0.30	0.30	0.30	0.25	0.25	0.25	0.25	0.25
Work experience 16+ years	2.0	1.5	1.0	0.50	0.40	0.35	0.30	0.27	0.25	0.22	0.22
Work experience NEETS	1.0	0.30	0.20	0.25	0.25	0.25	0.25	0.25	0.20	0.20	0.20
(D) Maximising local employment	Target 50% local										

Final SPD April 15th 2013

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

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.

Employment, Skills and Training SPD

	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

Employment, Skills and Training SPD

	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	90	NIA	
A2	Warehouses			
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 Range of 40 - 100 m ² - excludes external areas. Range of 30 - 100 m ²
D2	Cinemas	90	GIA	
D2 ¹⁷	Amusement & Entertainment Centres	70	GIA	
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

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Portuguese

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

Punjabi

اگر آپ کو پلاننگ کی اس دستاویز یا پلاننگ کیلئے درخواست کے فارم پُر کرنے یا سمجھنے کیلئے مدد درکار 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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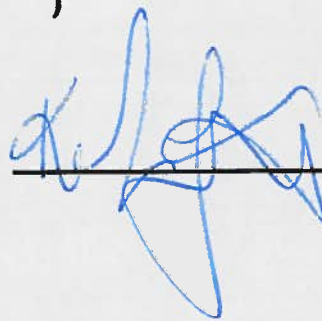
Reading
Borough Council
Working better with you

EXECUTED AS A DEED (but not delivered until the date hereof)

BY ROSE HILL COMMERCIAL ESTATES LIMITED)

acting by:)

Director



KEVIN SEBASTIAN

in the presence of:

WITNESS SUSAN J. RODDY

NAME: SUSAN RODDY

ADDRESS: READING BOROUGH COUNCIL

EXECUTED AS A DEED (but not delivered until the date hereof)

BY SHAWBROOK BANK LIMITED)

acting by:)

under POA
dated 5/3/20.

~~Director~~
Attorney



Conor
Chilton

in the presence of:

WITNESS 

NAME: Mark Newman

ADDRESS: _____

SHAWBROOK BANK LTD
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BRENTWOOD, ESSEX
CM13 3BE

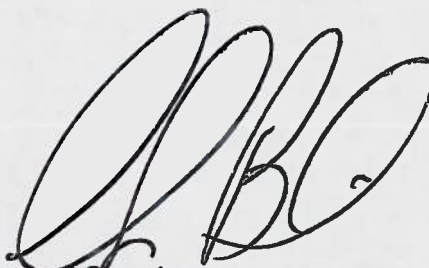
EXECUTED (BUT NOT DELIVERED)

UNTIL THE DATE HEREOF) by)

the affixing of THE COMMON)

SEAL of READING BOROUGH)

COUNCIL in the presence of:-



Authorised Signatory

Minute	HPRS 23.7.2014, Min 12
Originator	WB
Seal No.	95120
Checked	CS

DATED

2020

ROSE HILL COMMERCIAL ESTATES LIMITED

(the Owner") (1)

And

READING BOROUGH COUNCIL (2)

("the Council")

And

SHAWBROOK BANK LIMITED

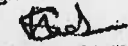
("the Mortgagee") (3)

AGREEMENT

constituting a Planning Obligation relating to land at
43 London Street, Reading, RG1 4PS (Planning Application No. 191043)

Michael Graham LLB(Hons);
MBA
Assistant Director of Legal &
Democratic Services
Reading Borough Council
DX 40124 Reading (Castle Street)
IKEN 13754

I hereby certify this as being a true and correct copy of the original document as seen by me.

Signed: 
Name: VISHAL SHAH
Occupation: VISHAL SHAH / SOLICITOR
Shawbrook Bank
3rd Floor, 7 Bishopsgate
London EC2N 3AR
11/03/2020

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is granted on 05 MARCH 2020 by SHAWBROOK BANK LIMITED, a company incorporated in England and Wales (company number 0388466), whose registered office is at Lutea House, The Drive, Warley Hill Business Park, Great Warley, Brentwood, Essex, CM13 3BE (the "Company").

1. With effect from the date of this Power of Attorney, the Company appoints the individuals referred to in paragraph (a) of the Schedule to this Power of Attorney (the "Residential Mortgages Attorneys") jointly and severally to be its attorneys for the purpose of executing and delivering (as a deed or otherwise) on behalf of the Company any agreement for the provision of survey and valuation services made between the Company and any valuation company, deed of postponement, deed of legal charge, deed of variation, deed of priority, agreement pursuant to s.106 of the Town and Country Planning Act 1990, intercreditor agreement, deed of covenant, deed of substituted security, deed of release, deed of easement and/or any other document which effects the grant, reservation, modification or release of easements, covenants, discharges of security and/or other interests which benefit or relate to any property over which the Company has or is proposing to take a security interest or which effects the priority of any such security interest, in substantially the form previously agreed by the Company, to be entered into by the Company in connection with any loan facility made or to be made available by the Residential Mortgages sub-division of the Company's Property division.
2. With effect from the date of this Power of Attorney, the Company appoints the individuals referred to in paragraph (b) of the Schedule to this Power of Attorney (the "Commercial Mortgages Attorneys") jointly and severally to be its attorneys for the purpose of executing and delivering (as a deed or otherwise) on behalf of the Company any agreement for the provision of survey and valuation services made between the Company and any valuation company, deed of legal charge, deed of variation, deed of priority, agreement pursuant to s.106 of the Town and Country Planning Act 1990, inter-creditor agreement, deed of covenant, deed of substituted security, deed of postponement, deed of release, deed of warranty, deed of easement and/or any other document which effects the grant, reservation, modification or release of easements, covenants, discharges of security and/or other interests which benefit or relate to any property over which the Company has or is proposing to take a security interest or which effects the priority of any such security interest, in substantially the form previously agreed by the Company, to be granted by the Company in connection with any loan facility made or to be made available by the Commercial Mortgages sub-division of the Company's Property division.
3. With effect from the date of this Power of Attorney, the Company APPOINTS the individuals referred to in paragraph (c) of the Schedule to this Power of Attorney (the "Commercial Mortgages Operations Attorneys") jointly and severally to be its attorneys for the purpose of executing and delivering (as a deed or otherwise) on behalf of the Company any document or agreement in connection with the release of any security and/or any other document which effects, the modification or release of easements, covenants, discharges of security and/or other interests which benefit or relate to the property over which the Company has a security

interest over or which effects the priority of any such security interest, in substantially the form previously agreed by the Company, to be entered into by the Company in connection with any loan facility made or to be made by the Commercial Mortgages sub-division of the Company's Property division.

4. With effect from the date of this Power of Attorney, the Company **APPOINTS** the individuals referred to in paragraph (d) of the Schedule to this Power of Attorney (the "**Repossession Attorneys**") jointly and severally to be its attorneys for the purpose of executing and delivering (as a deed or otherwise) on behalf of the Company, in respect of any property taken into possession by the Company and in substantially the form previously agreed by the Company, any agreement and/or contract for sale, any Land Registry forms TR1, TR2, TP1 and/or TP2 and any other documentation (in whatever form) incidental to the sale and/or transfer of any property which the Company's Property division has taken, or proposes to take, into possession.
5. The Company undertakes to ratify whatever any Attorney does or lawfully causes to be done under the authority or purported authority of this Power of Attorney.
6. The authority conferred on the Attorneys by this Power of Attorney shall terminate on the earlier of:
 - a) the date on which the Company notifies that Attorney of the termination of their employment with the Company (which termination of authority shall take effect notwithstanding any appeal, dispute or similar procedure undertaken with regard to such termination);
 - b) the date on which that Attorney notifies the Company of their resignation from employment with the Company (which termination of authority shall take effect notwithstanding any appeal, dispute or similar procedure undertaken with regard to such resignation); or
 - c) the date one year from the date of this Power of Attorney.
7. For the avoidance of doubt, the termination of authority conferred on any Attorney or under this Power of Attorney pursuant to clauses 6 (a) or 6 (b) above shall not affect the authority on any other Attorney hereunder.
8. Any and all acts done, decisions made, and instruments or other documents executed pursuant to this Power of Attorney by any of the Attorneys in paragraphs (a) to (d) of the Schedule to this Power of Attorney, shall be as valid and effectual as though done by all Attorneys in paragraphs (a) to (d) respectively.
9. This Power of Attorney replaces the Power of Attorney dated 09 December 2019 relating to the execution of various documents by the Company in connection with the Company's Property division.

POA0018.10

I hereby certify this as being a true copy
of the original document as seen by me

Signed: 

Name: VISHAL SHAH

Occupation: SALICATOR

Shawbrook Bank

3rd Floor, 7 Bishopsgate

London EC2N 3AR

020 7775 1110

11/03/2020

10. This Power of Attorney and any dispute or claim arising out of or in connection with it, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Power of Attorney or its subject matter or formation (including non-contractual disputes or claims).

Executed as a deed by SHAWBROOK
BANK LIMITED acting by
a director, in the presence of:



Director

D. T. Franklin
SIGNATURE OF WITNESS

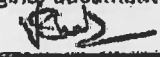
DANIEL FRANKLIN
NAME OF WITNESS

7 BISHOPSGATE, LONDON

EC2N 3AR

ADDRESS OF WITNESS

I hereby certify this as being a true copy
of the original document as seen by me

Signed: 

Name: VISHAL SHAH

Occupation: SOLICITOR

Shawbrook Bank
3rd Floor, 7 Bishopsgate
London EC2N 3AR
012 7775 1110

11/03/2010

SCHEDULE

a) The Residential Mortgages Attorneys

John Eastgate
Shah Miah
Joanne Turner
Dean Maloney
Ella Dakin
Matthew Cumbers
Neil Hornsby
Connor Chilton
Joylie Bates
Emma Collyer
Luke Watson

b) The Commercial Mortgages Attorneys

John Eastgate
Emma Cox
Daniel Rushbrook
David Morris
Laura Mortlock
Natasha Jackson (nee O'Neill)
Gemma Porter (nee Smith)
Alastair Partridge
Joylie Bates
Connor Chilton
Emma Collyer
Steve Prydderch
Luke Watson

c) The Commercial Mortgages Operations Attorneys

Emma Cox
Gemma Porter (nee Smith)
Joylie Bates
Emma Collyer
Connor Chilton

d) The Repossession Attorneys

Leighton Grew
Simon Austin
Steve Prydderch

I hereby certify this as being a true copy
of the original document as seen by me

Signed: [Signature]
Name: WUHAL SHAIH
Occupation: SCALATOR
Shawbrook Bank
3rd Floor, 7 Bishopsgate
London EC2N 3AR
012 7776 1110

11/05/2020

TO: READING BOROUGH COUNCIL

Title Numbers: BK367507 and BK18446

**Property: 43 London Street, Reading RG1 4PS and
Land at the Back of 43 London Street,
Reading RG1 4PS**

Registered Proprietors : Rose Hill Commercial Estates Ltd

CONSENT TO DEALING

We, **SHAWBROOK BANK LIMITED** (Co. Regn. No.388466) of Lutea House The Drive Warley Hill Business Park Great Warley Brentwood Essex CM13 3BE ("the Chargee") being the Registered Proprietor of the Charge dated 15th February 2019 ("the Registered Charge/s") and registered at the Land Registry under Title Numbers BK18446 and BK367507 ("the Registered Title") on 21st February 2019 **HEREBY CONSENT** to the an Agreement in the form attached hereto under Section 106 of the Town and Country Planning Act 1990 (as amended) between the said Registered Proprietor (1) **ROSE HILL COMMERCIAL ESTATES LTD** (2) **READING BOROUGH COUNCIL** and **SHAWBROOK BANK LIMITED** (3) - notwithstanding the Registered Charge.

Such consent shall not render the Chargee liable under the terms of the Agreement unless it shall be a mortgagee in possession of the Registered Title and such liability shall cease once the Chargee has parted with its interest in the Registered Title. Please note that Shawbrook Bank Limited by consenting to the S106 Agreement shall in no way be consent by Shawbrook Bank Limited to the implementation of the planning consent by the Registered Properietors. Such implementation shall not be lawfully permitted whilst Shawbrook Bank Limited's security remains in existence

DATED:

Signed by Emma Colyer..... as attorney for Shawbrook Bank Limited

Emma Colyer

In the presence of Mark Nason.....

M. Nason