

DATED 18th September 2019

ST JAMES GROUP LIMITED (1)

("the Owner")

READING BOROUGH COUNCIL (2)

("the Council")

KENNET PROPERTIES LIMITED

("the Mortgagee")

AGREEMENT

constituting a Planning Obligation relating to land at
Former Sales & Marketing Suites, Drake Way, Reading

(Planning Application No.180543)

C J Brooks BSc
Head of Legal Services
Reading Borough Council
DX 40124 Reading (Castle Street)
IKEN 11296
SQ
25.04.2019

THIS AGREEMENT is made the *18th September* 2019

BETWEEN:

- (1) **ST JAMES GROUP LIMITED** (Co Regn. No. 03190056) whose registered office is at Berkeley House 19 Portsmouth Road Cobham KT11 1JG (the "Owner")
- (2) **READING BOROUGH COUNCIL** of Civic Offices Bridge Street Reading RG1 2LU ("the Council")
- (3) **KENNET PROPERTIES LIMITED** (Co Regn. No. 02498897) whose registered office is at Clearwater Court, Vastern Road, Reading, Berkshire, RG1 8DB (the "Mortgagee")

RECITALS

A. Planning Obligation

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

B. Application Land

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

C. Land Ownership/Interests

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

The Mortgagee has a registered charge over the Application Land and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act

D. Planning Application

(1) On 27th March 2018 the Application (180543) was submitted on behalf of the Owner to the Council for Planning Permission to carry out the Development

(2) The Development if carried out means that there will be a loss of part of the landscaping and informal open space required for the Kennet Island residential development authorised by planning permission 05/00548 /OUT and reserved matters

approval 07/01607/REM and this loss is intended to be mitigated by the Landscape/Open Space Mitigation Works

E. Planning Permission

The Council having regard to the Development Plan and to all other material considerations have resolved that the 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

1.2. "Affordable Housing"

means residential accommodation provided with some degree of financial subsidy enabling the sale price or rental to be lower than the prevailing market value price or rents for similar housing in the Borough of Reading and disposed of to persons or households in housing need and/or unable to afford to buy or rent housing on the open market at prevailing market values and including those on moderate incomes whose earnings are insufficient to enable them to afford market price housing

1.3. "Affordable Housing Contribution"

means the sum of FIVE HUNDRED AND SIXTY SEVEN THOUSAND THREE HUNDRED AND SEVENTY FIVE POUNDS (£567,375) (as increased by the Indexation provision in Clause 7) to be paid to the Council and applied towards the provision of Affordable Housing

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 on behalf of the Owner to the Council and registered by the Council under reference number 180543

1.6 “Application Land”

means the land described in the First Schedule hereto and shown edged red on the plan attached at Annexure 1

1.7 “Approval”

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

18 “the Construction ESP Contribution”

means the sum of TWO THOUSAND FOUR HUNDRED AND FIFTY SEVEN POUNDS FIFTY PENCE (£2,457.50) (as increased by the Indexation provision in Clause 7) 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

1.9 “Contributions”

means the Construction ESP Contribution and the Affordable Housing Contribution

1.10 “Development”

means a planning application for the construction of 12 apartments (1x1 bed, 11x2 bed) with associated car parking, landscaping and open space, and infrastructure provision

1.11 “Effective Date”

means the date of this Agreement

1.12 "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 stage of the Development

1.13 "Implementation"

means the carrying out of a "material operation" as defined in Section 56(4) of the 1990 Act in respect of the Development save that this definition shall not for the purposes of this Agreement and for no other purpose include any works of demolition site clearance and site preparation including the construction of temporary access and service ways exploratory boreholes and trial pits ground (including archaeological) investigations site survey works ecological works construction of boundary fencing scaffolding or hoardings decontamination soil investigation and consequent remedial actions the decommissioning diversion and laying of services and the temporary display of site notices/advertisements and "Implement" and "Implemented" shall be construed accordingly

1.14 "Implementation Notice"

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

1.15 "Index"

means the Retail Price Index issued by the Office for National Statistics

1.16 "Landscape/Open Space Mitigation Works"

means the landscape improvement works required to be undertaken on land off Rushley Way and Whale Avenue Reading RG2 0GX shown edged red on Plan 2 at Annexure 2 which were granted full planning permission by the Council on 24th April 2019 under planning reference 190308 attached at Annexure 4

1.17 "Local Labour"

means local workers living within the Reading area

1.18 "Monitoring Fee"

means the sum of FOUR HUNDRED POUNDS (£400) to be paid to the Council for the purpose of monitoring the Obligations set out in this Agreement by the Monitoring Officer

1.19 "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

1.20 "Obligations"

means the covenants on behalf of the Owner set out at Clause 5 to this Agreement and the expression "**Obligation**" shall be construed as any one of the Obligations set out at Clause 5 to this Agreement

1.21 "Occupation"

means beneficial occupation of any part of the Development **PROVIDED THAT** (and it is agreed between the parties hereto that) for the avoidance of doubt occupation for the purposes of construction completion decorating and fitting out or occupation for marketing or display or occupation in relation to providing security shall not constitute Occupation and "**Occupy**" and "**Occupied**" shall be construed accordingly

1.22 "Occupation Notice"

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

1.23 "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 5th Floor Thames Tower Station Road Reading RG1 1LX or any successor or similar organisation or organisations having similar objectives to Reading UK CIC and nominated by the Council in writing to the Owners as the

partner organisation for the purposes of the Employment and Skills Measures and Provisions

1.24 "Planning Permission"

means the planning permission to be granted by the Council pursuant to the Application substantially in the form of the draft at Annexure 3

1.25 "Practical Completion"

means (where the context so admits) (a) the issue of a certificate of practical completion pursuant to a contract for works on land or (b) where the land on which the works have been carried is ready for Occupation for its intended purpose (whichever is the earlier) and the expression "**Practically Completed**" shall be construed accordingly

1.26 "Prescribed Period"

means the period commencing on the date of receipt by the Council of the relevant Contribution 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

1.27 "Residential Unit"

means any residential dwelling unit permitted by the Planning Permission

1.28 "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 subject to the provisions of Clauses 3.6 3.7 and 3.8 and 3.10 bind the Owner and its successors in title to each and every part of the Application Land and their assigns
- 3.2 This Agreement shall be enforceable by the Council and shall be registrable as a Local Land Charge by the Council
- 3.3 If the Planning Permission expires within the meaning of Sections 91 92 and 93 of the 1990 Act or is revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner this Agreement shall cease to have effect (but not so as to avoid any Obligation in this Agreement on the part of the Owner having already been implemented 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 shall in parting with their entire interest in the Application Land be released from all liability under the terms of this Agreement except in respect of any breach subsisting prior to parting with their entire interest in the Application Land to which the breach relates
- 3.7 The Council shall only be able to enforce the Obligations in this Agreement against those with an interest in that part of the Application Land to which the breach of the obligations relates (but without prejudice to the liability of such person for any breach occurring prior to parting with any such interest)
- 3.8 The Obligations contained in this Agreement shall not be binding upon or enforceable against:-

- (a) any individual owner occupier or lessee of any Residential Unit or any mortgagee chargee or receiver of such individual owner occupier or lessee or any successors in title thereto
- (b) any statutory undertaker or other person who acquires any part of the Application Land or interest therein for the purposes of the supply of heat cooling electricity gas water drainage telecommunication services or public transfer services
- (c) any future mortgagee or future chargee of the whole or any part of the Owner's interest in the Application Land unless it takes possession of the Application Land or part thereof in which case it will be bound by the obligations in the Second Schedule

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

3.10 The Mortgagee hereby acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Application Land shall be bound by the obligations contained in this Agreement and that the security of the registered charge referred to in Recital (C) over the Application Land shall take effect subject to this Agreement **PROVIDED THAT** the Mortgagee shall otherwise have no liability under this Agreement unless it takes possession of the Application Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner AND FURTHER PROVIDED THAT the Mortgagee shall only be liable for breach of this Agreement if:

- (a) in relation to any pre-existing breach,
- (i) in the event that the Mortgagee itself undertakes the Development or whilst in possession permits allows or suffers the Development to be carried out in which case the Mortgagee shall be liable for all outstanding obligations to be performed and/or discharged as the case may be; but
- (ii) in the event that the Mortgagee does not undertake the Development or

permit allow or suffer the Development to be carried out, any successor in title to the Mortgagee will subject to clause 2.6 be responsible as successor in title to the Owner and will be liable for (whether or not the Mortgagee was responsible for those obligations) all outstanding obligations to be performed and/or discharged as the case may be and for any obligation(s) which have not been satisfied in full because there has been a breach which has not been remedied or has only been partially remedied; or

(b) the Mortgagee has itself caused permitted allowed or suffered the breach when the Mortgagee is in possession of all or any part of the Application Land

4. CONDITIONALITY

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

5. THE OWNER'S OBLIGATIONS

5.1 The Owner covenants with the Council

- (a) not to Implement the Development before the Owner has served the Implementation Notice and
- (b) to serve an Occupation Notice within ten (10) Working Days after any part of the Development has been first Occupied and
- (c) to observe and perform the obligations on their part contained in the Second Schedule (Landscape/Open Space Mitigation Works) and
- (d) to pay the Construction ESP Contribution prior to Implementing the Development and not to Implement the Development until the said Construction ESP Contribution has been paid to the Council in full including any interest due thereon and
- (e) to pay the Affordable Housing Contribution to the Council prior to Occupying the Development and not to Occupy the Development until the said Affordable Housing Contribution has been paid to the Council in full including any

interest due thereon

- 5.2 The Owner further covenants with the Council to pay on the Effective Date (a) the Council's reasonable legal costs and expenses incurred in the preparation and completion of this Agreement in the sum of TWO THOUSAND POUNDS (£2,000) and (b) the Monitoring Fee

6. **COUNCIL'S OBLIGATIONS**

The Council covenants with the Owner to observe and perform the obligations on its part contained in the Third Schedule (Council's Obligations)

7. **INDEXATION**

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

8. **INTEREST ON UNPAID MONIES**

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

9. **PAYMENTS TO THE COUNCIL**

Any payments 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 direct credit 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: 180543

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 Owner at its registered office from time to time

12. EXPERT DETERMINATION

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
- 12.3 The decision of any expert appointed pursuant to Clause 12.1 (who shall act as an expert and not as arbitrator) (the “Expert”) shall be final and binding on the parties (save in the case of manifest error) 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 twenty (20) 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 the Owner in performing or observing any of the terms of or covenants Obligations or restrictions in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms covenants Obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owner

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 the Council shall forthwith effect the cancellation of all entries in the Local Land Charges Register at no cost to the parties

16. SECTION 73

In the event that the Council shall at any time after the date of this Agreement grant a planning permission pursuant to an application made under Section 73 of the 1990 Act (or any re-enactment or replacement thereof) in respect of the Planning Permission references in this Agreement to the Application and the Planning Permission shall be deemed to include any such subsequent planning applications and planning permissions granted pursuant to such Section 73 application and this Agreement shall thereafter take effect and be read and construed accordingly

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 of the freehold land registered at the Land Registry under Title Number BK360292 and described as Former Sales & Marketing Suites Drake Way Reading as shown edged red on Plan 1 at Annexure 1

THE SECOND SCHEDULE

(“Landscape/Open Space Mitigation Works”)

1. The Owner covenants not to Occupy the Development before the Landscape/Open Space Mitigation Works are Practically Completed to the reasonable satisfaction of the Council
2. Upon Practical Completion of the Landscape/Open Space Mitigation Works the Owner shall notify the Council of the same and invite the Council to inspect such works
3. In the event that Council fails to notify the Owner within 10 Working Days of receipt of the above notice as to whether or not it is reasonably satisfied that the Landscape/Open Space Mitigation Works have been Practically Completed the Landscape Mitigation Works shall be deemed to have been Practically Completed to the Council's satisfaction

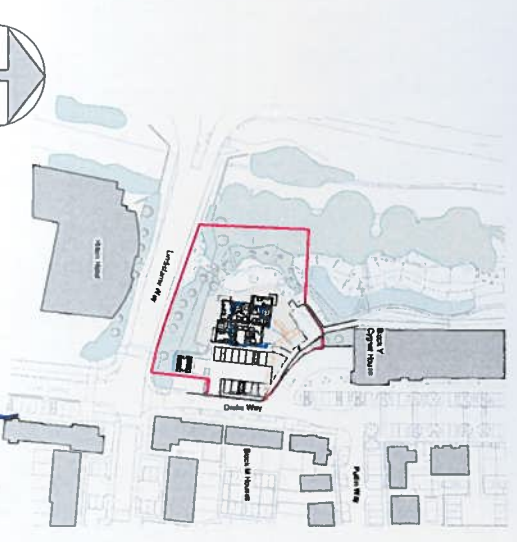
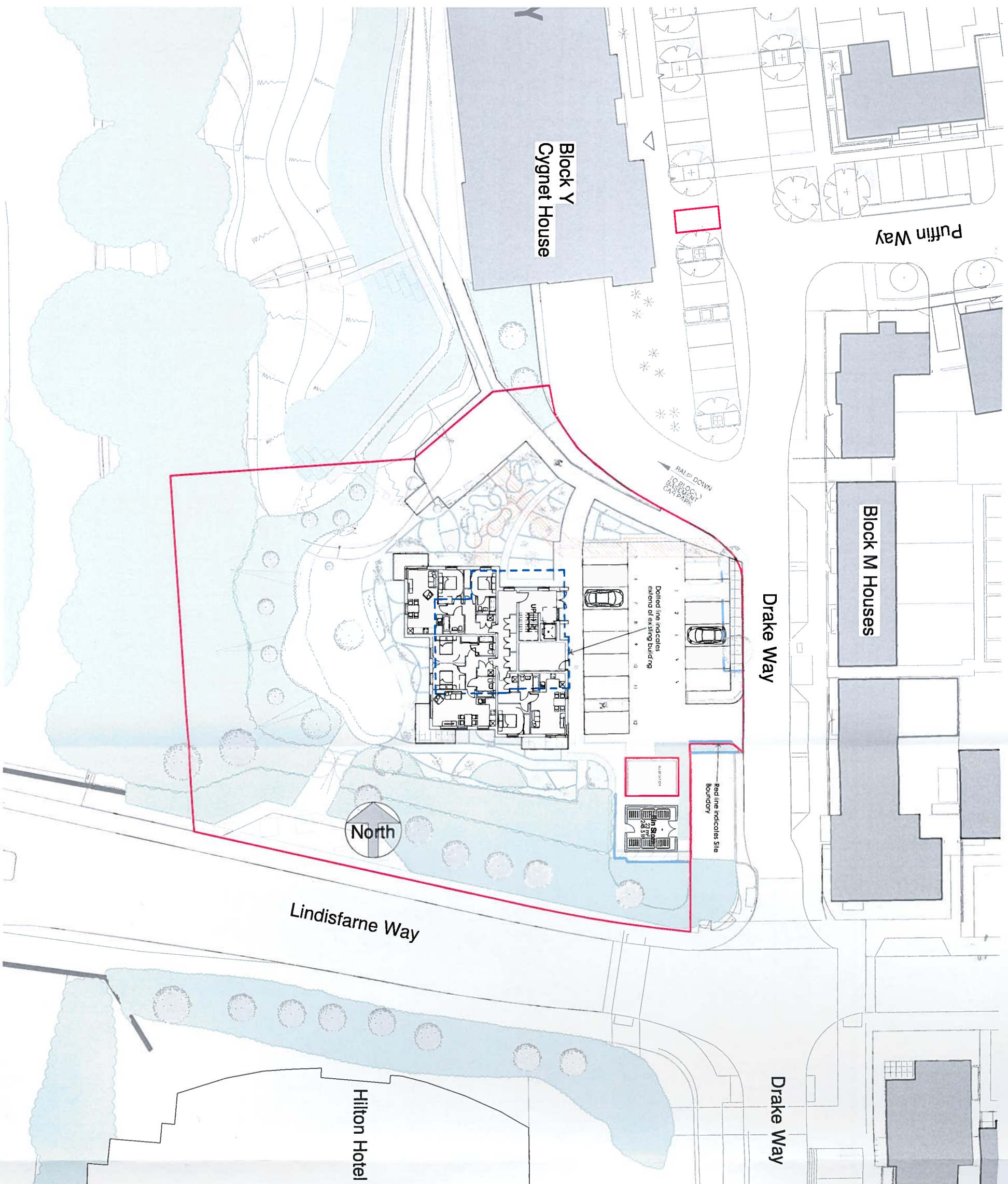
THE THIRD SCHEDULE

("the Council's Obligations")

1. Within five (5) Working Days of the Effective Date the Council will issue the Planning Permission
2. The Council covenants with and undertakes to the Owner that any Contribution will be utilised for the purposes specified in the Agreement and for no other purposes
3. In this Agreement where the agreement approval consent or any other expression of satisfaction is required from the Council that agreement approval consent or any other expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed
4. If any Contribution is paid and remains unspent or uncommitted in part or in whole at the expiry of the Prescribed Period the Council covenants to return the Contribution or such part thereof as appropriate to the person who made the payment together with such interest at the Lloyds Bank PLC 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

(Plan 1 - the Application Land)



REV	AMENDMENTS	DATE
PL3	Updated with formal amendments to planning submission	16/01/19
PL2	Scheme revised in line with landscape design	10/08/18
PL1	Planning issue	22/03/18

PLANNING	
Robert Ngy Architects Limited 42 Portman Road Reading, Berkshire RG30 1EA Tel: 0118 959 4932 enquires@ngyarchitects.com www.ngyarchitects.com	
Client: Berkeley Homes	
Project Address: Former Marketing Suite Kennet Island Development Reading	
Drawing Title: Site Plan	

As indicated @ A1 Drawing Number: 1723 - 1000	Rev: PL3
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ANNEXURE 2

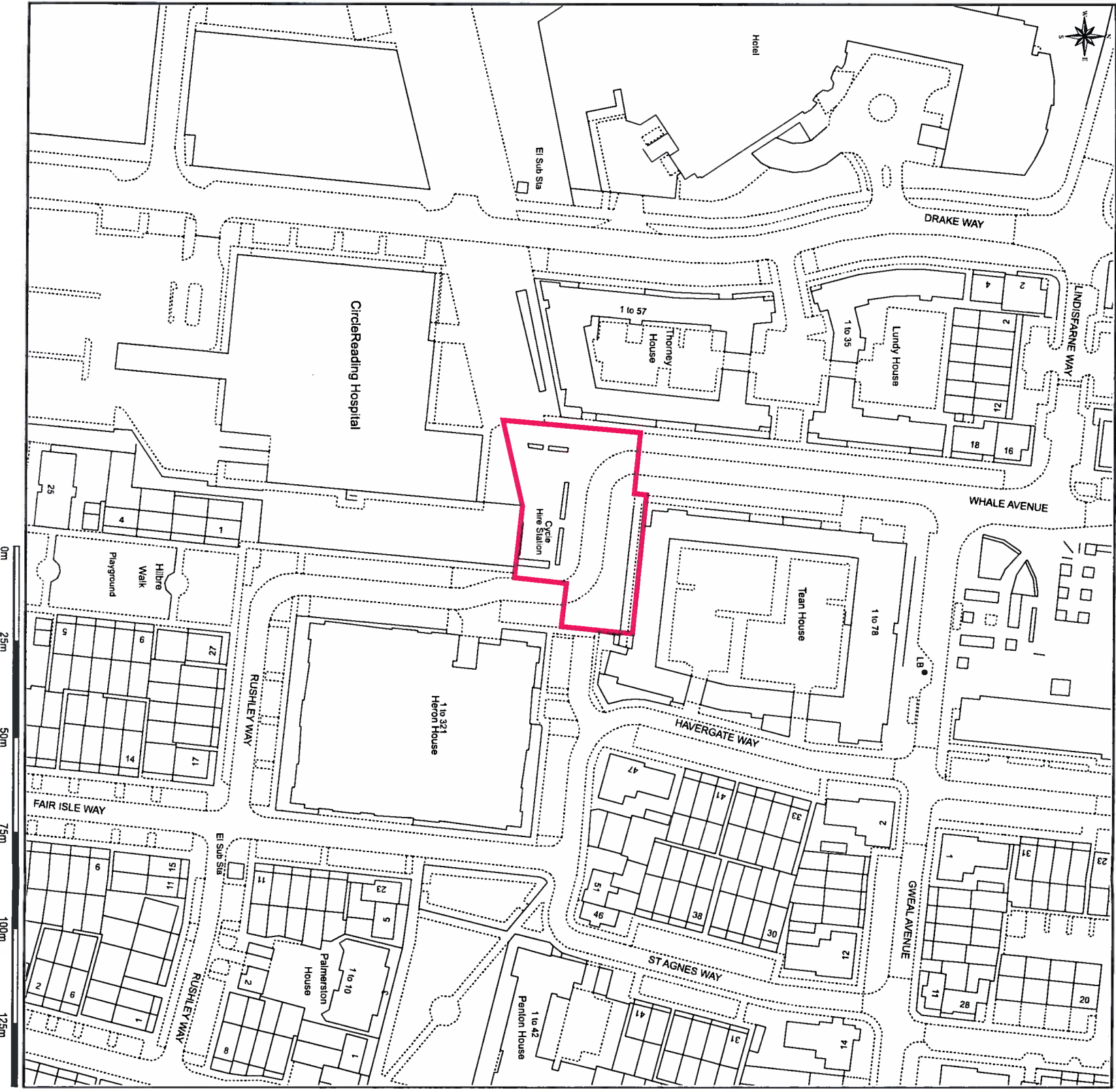
(Plan 2 - land off Rushley Way and Whale Avenue)

Approved by the Local Planning Authority on 15/02/2019
The permission of the Local Planning Authority is required for the proposed development.
This plan is not to be used for any other purpose without the written consent of the Local Planning Authority.
Drawing No. LA-05
Date: 15/02/2019
Revision: P1
Drawn by: LM/NK
Scale: 1:1250 @ A3



Legend

Application Boundary



Kennet Island Improvement Works



Landscape • Urban • Environmental
The Factory, 2 Acre Road, Kingston upon Thames, Surrey KT2 6EF
T 020 8549 3434 www.allenpyke.co.uk
KINGSTON UPON THAMES • CAMBRIDGE

Site Location Plan

Client: Berkeley Homes (Western)

Drawing Number: 2825-LA-05
Date: 15/02/19
Revision: P1
Scale: 1:1250 @ A3
Drawn by: LM/NK

9127

ANNEXURE 3

(“the draft Planning Permission”)



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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: Roger Miles Planning Limited
Three Corner Park
Calstock
PL18 9RG

Application No: 180543
Application type: Full Planning Approval

Applicant: Berkeley Homes

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: Proposed construction of 12 apartments (1 x 1 bed, 11 x 2 bed) with associated car parking, landscaping and open space, and infrastructure provision.

At: Former Sales & Marketing Suites Drake Way Reading

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

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

Date:

Head of Planning, Development
& Regulatory Services



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Application At: Former Sales & Marketing Suites Drake Way Reading

Application No: 180543

Application type: Full Planning Approval

CONDITIONS & REASONS

1. The development hereby permitted shall begin within three years from the date of this planning permission.

Reason: to prevent an accumulation of unimplemented planning permissions, and in accordance with Section 91 of the Town & Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

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

- Site Plan - Drawing no: 1723-1000 Rev PL3, received 16th January 2019
- FT 2BT4 [Proposed Floor Plan for 2 bed Type 4] - Drawing no: 1723- 2000-5 Rev PL1, received 3rd April 2018
- FT 2BT3 [Proposed Floor Plan for 2 bed Type 3] - Drawing no: 1723- 2000-4 Rev PL2, received 16th January 2019
- FT 2BT2 [Proposed Floor Plan for 2 bed Type 2] - Drawing no: 1723- 2000-3 Rev PL2, received 16th January 2019
- FT 2BT1 [Proposed Floor Plan for 2 bed Type 1] - Drawing no: 1723- 2000-2 Rev PL1, received 3rd April 2018
- FT 1BT1 [Proposed Floor Plan for 1 bed Type 1] - Drawing no: 1723- 2000-1 Rev PL1, received 3rd April 2018
- Floor Plan - Drawing no: 1723-1105 Rev PL2, received 16th January 2019
- Elevations - Drawing no: 1723-1304 Rev PL3, received 16th January 2019
- Bin Store Plan - Drawing no: 1723-1110 Rev PL1, received 3rd April 2018
- Bin Store Elevations - Drawing no: 1723-1310 Rev PL1, received 3rd April 2018
- Street Elevations - Drawing no: 1723-1305 Rev PL3, received 16th January 2019
- Landscape Proposals - Drawing no: 69F, received 18th March 2019
- Hardworks and Construction Details - Drawing no: 71E, received 18th March 2019
- Detailed Planting Plan - Drawing no: 70E, received 16th January 2019
- Noise Impact Assessment, document ref: R7279-1 Rev 1, dated 7th March 2018, prepared by 24 Acoustics, received 28th March 2018
- Preliminary Ecological Appraisal Report, ref: CSA/3656/01, dated February 2018, prepared by CSA Environmental, received 28th March 2018
- Two tier bike rack with gas strut, by Bikedock Solutions, received 8th April 2019

Reason: because permission is granted in respect of the development as detailed in the approved plans only.

Date:

Head of Planning, Development
& Regulatory Services



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3. No development above ground slab shall take place until details of the materials to be used in the construction of the external surfaces of the development including all external fixtures, fittings, and window frames have been submitted to and been approved in writing by the local planning authority. The development shall be carried out using only the approved materials.

Reason: as no details have been submitted and in the interests of the visual appearance of the building and the area in accordance with Policy CS7

4. The dwelling(s)/building(s) hereby permitted shall not be occupied until all vehicle parking space(s), including the visitor parking space on Drake Way, have been provided in accordance with the approved plan. 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 to accord with Policy CS23 & CS24 and Policy DM12.

5. No dwelling/building hereby permitted shall be occupied until the vehicle access serving it has been constructed in accordance with the approved drawing.

Reason: In the interests of road safety in accordance with Policy CS20 and Policy DM12.

6. No dwelling/building hereby permitted shall be occupied until the bicycle parking facility for that dwelling/building has been provided in accordance with the approved plan. 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 the Local Planning Authority's approved transport policies CS23 and CS24.

7. No dwelling/building shall be occupied until the bin storage facility shown on the approved plans has been provided and the bin storage facility shall be retained thereafter for use by occupiers of the dwelling/building at all times.

Reason: in the interests of the visual amenity of the area and to ensure that bins can be easily accessed when required in accordance with Policy CS7.

8. No development shall take place, including any works of demolition, until a Construction Method Statement has been submitted to and been approved in writing by the local planning authority to provide for:

- 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
- location on site for storage of plant and materials used in constructing the development

Date:

Head of Planning, Development
& Regulatory Services



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- the erection and maintenance (including removal of any graffiti or fly posters) of security hoarding around the site
- any footpath closures or road closures needed during construction
- wheel washing facilities on site
- a scheme for recycling waste resulting from the construction works
- a scheme which specifies the provisions to be made for the control of noise and dust emanating from the site during the demolition and construction phase.

The measures within the approved Construction Method Statement shall be maintained and adhered to throughout the course of the development unless changes are agreed in advance and in writing by the local planning authority.

Reason: 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 DM4, and DM12.

9. No development shall take place (including demolition, ground works, vegetation clearance) until a Construction Environmental Management Plan (CEMP: Biodiversity) has been submitted to and approved in writing by the Local Planning Authority. The CEMP shall include the following:

- a) Risk assessment of potentially damaging construction activities.
- b) Identification of "biodiversity protection zones".
- c) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements).
- d) The location and timing of sensitive works to avoid harm to biodiversity features.
- e) The times during construction when specialist ecologists need to be present on site to oversee works.
- f) Responsible persons and lines of communication.
- g) The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person.
- h) Use of protective fences, exclusion barriers and warning signs. The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the local planning authority.

Reason: To ensure that the Foudry Brook corridor and other wildlife is not adversely affected by the proposed development in accordance with Policy CS36.

10. The hours of construction, demolition and associated deliveries shall be restricted to the hours of 08:00hrs to 18:00hrs Mondays to Fridays, and 09:00hrs to 13:00hrs on Saturdays, and not at any time on Sundays and Bank or Statutory Holidays without prior approval from the Local Planning Authority.

Reason: In the interests of the amenities of nearby residents in accordance with Policy DM4.

Date:

Head of Planning, Development
& Regulatory Services



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11. 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 Policies CS34 and CS2.

12. No development above ground slab shall commence until details of biodiversity enhancements, to include bird and bat boxes, tiles or bricks on and around the new building have been submitted to and approved in writing by the Local Planning Authority.

Reason: To incorporate biodiversity in and around developments in accordance with Paragraphs 109 and 118 of the NPPF.

13. No development above ground slab shall commence until a report detailing the lighting scheme and how this will not adversely impact upon wildlife has been submitted to and approved in writing by the Local Planning Authority. The report shall include the following figures and appendices:

- A layout plan with beam orientation
- A schedule of equipment
- Measures to avoid glare
- An isolux contour map showing light spillage to 1 lux both vertically and horizontally and areas identified as being of importance for commuting and foraging bats.

The approved lighting plan shall thereafter be implemented as agreed. Reason: To ensure that wildlife is not adversely affected by the proposed development

14. **No development shall take place until** full technical details of the drainage scheme, its implementation, maintenance and management plan of the sustainable drainage scheme have been submitted to and approved by the Local Planning Authority. The scheme shall be implemented and thereafter managed and maintained in accordance with the approved plan. The plan shall include:

- i. a timetable for its implementation, and
- ii. a management and annual maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

reason: In accordance with NPPF Paragraph 163 & 165, Core Strategy Policy CS1 Sites and Detail Policies document Policy DM1

15. No building / dwelling hereby permitted shall be occupied until the sustainable drainage scheme for the site has been completed in accordance with the submitted and approved details. The sustainable drainage scheme shall be managed and

Date:

Head of Planning, Development
& Regulatory Services



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

Reason: In accordance with NPPF Paragraph 163 & 165, Core Strategy Policy CS1 and Sites and Detailed Policies Document Policy DM1

16. All hard and soft landscape works shall be carried out in accordance with the approved details:

Landscape Proposals - Drawing no: 69F, received 18th March 2019 Hardworks and

Construction Details - Drawing no: 71E, received 18th March 2019

Detailed Planting Plan - Drawing no: 70E, received 16th January 2019

to a reasonable standard in accordance with the relevant recommendations of appropriate British Standards or other recognised Codes of Good Practice. The works shall be carried out prior to the occupation of any part of the development or in accordance with the timetable agreed with the Local Planning Authority.

Reason: in order to enhance the appearance of the development and to comply with Policy CS7

17. No implementation of the hard and soft landscaping shall be undertaken until the following details have been submitted to and been approved in writing by the Local Planning Authority. The submitted details shall include:

- (a) proposed and existing functional services above and below ground (e.g drainage, power, communications cables, pipelines etc. indicating lines, manholes etc); and
- (d) Tree pit specifications.

Reason: in the interest of ensuring that the landscaping of the development enhances the visual local environment and in accordance with Policy CS7

18. All planted materials shall be maintained for five years and any trees or plants removed, dying, being severely damaged or becoming seriously diseased within 5 years of planting shall be replaced with others of similar size and species to those originally required to be planted. Reason: in the interests of the character and appearance of the new development and in accordance with Policy CS7

19. In this condition 'retained tree' means an existing tree which is to be retained in accordance with approved plans and particulars; and paragraphs a) and b) below shall have effect until one year from the date of occupation of the development hereby approved.

- a) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the local planning authority. Any topping or lopping approved shall be carried out in accordance with the relevant recommendations of appropriate British Standards or other recognised Codes of Good Practice

Date:

Head of Planning, Development
& Regulatory Services



b) If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time as may be specified in writing by the local planning authority.

c) The erection of fencing for the protection of any retained tree or trees shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site. Such protection as required by the above condition shall be retained throughout the entire period of construction and until all equipment, machinery and surplus materials have been removed from the site. No materials, soil, rubbish or vehicles shall be deposited or stored in any area fenced in accordance with this condition and no fires shall be lit, and no raising or lowering of ground levels shall take place within this area. No drains, pits, ditches or trenches shall be dug in or run across the area protected by the fencing, at any time before, during and after the development of the site, unless otherwise agreed in writing by the local planning authority.

Reason: To ensure that retained trees are adequately protected, in the interests of the visual amenities of the locality in accordance with Policy CS38 and Policy CS7

20. A landscaping management plan, including long term objectives, management responsibilities and maintenance schedules for the landscape areas shall be submitted to and approved in writing by the local planning authority prior to the occupation of the development or in accordance with a timetable to be agreed in writing with the local planning authority. The landscape management plan shall be carried out as approved.

Reason: to ensure the long term management and maintenance of landscaped areas on the site in accordance with Policy CS38, Policy CS7 and Policy DM18.

21. Prior to completion the glazing and ventilation shall be installed in accordance with the specifications recommended within the acoustic assessment submitted with the application (24 Acoustics, 7th March 2018, R7279-1 Rev 1) and retained thereafter for the lifetime of the building.

Reason: to protect the amenity of future occupants of the proposed development in accordance with adopted Core Strategy Policy CS34 and Sites and Detailed Policies Policy DM4.

22. No development above ground slab shall take place until written documentary evidence has been submitted to, and receipt acknowledged in writing by, the local planning authority demonstrating that 50% of the dwellings hereby permitted will achieve a minimum of a 19% improvement in the dwelling emission rate over the target emission rate, as defined in The Building Regulations for England Approved Document L1A: Conservation of Fuel and Power in New Dwellings (2013 edition). Such evidence shall be in the form of a Design Stage Standard Assessment Procedure (SAP) Assessment, produced by an accredited energy assessor.

Date:

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Reason: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policy CS1.

23. The development hereby permitted shall not be occupied until written documentary evidence has been submitted to, and receipt acknowledged in writing by, the local planning authority demonstrating that 50% of the dwellings hereby permitted have achieved a minimum of a 19% improvement in the dwelling emission rate over the target emission rate, as defined in The Building Regulations for England Approved Document L1a: Conservation of Fuel and Power in New Dwellings (2013 edition). Such evidence shall be in the form of an As Built Standard Assessment Procedure, 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 CS1.

INFORMATIVES

1. Your attention is drawn to the terms and conditions of this permission. Any development which is carried out but which differs materially from the approved plans and details, or does not comply with any condition(s) or planning obligation(s) attached to the permission may result in the Council taking action to remedy the breach of planning control. If you are in any doubt please contact the Council.
2. Your attention is drawn to the requirement for submission of a Building Regulations application for the proposed development. Please contact Building Control on 0118 937 2449 for advice.
3. In accordance with Article 35 (DMPO 2015) some conditions have been highlighted to make clear that they require approval from the local planning authority before any development begins. This is because the details need to be designed or works implemented before any other works start on the site or are of a nature that it would be impractical to consider after work has started.
4. Complaints are commonly received about noise and dust caused by construction and demolition works, particularly working outside reasonable hours and smoke from bonfires associated with the burning of waste on site. The developer is reminded that construction and demolition associated with the approved development will be subject to environmental health law.
5. 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

Date:

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constructed or converted so as to achieve the insulation requirements set out in Building Regulations Approved Document E.

6. 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

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

For more information go to:

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

8. 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.

9. 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.

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 4

("Planning Permission 190308")



Reading
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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: Ms Katy Walker
200 Longwater Avenue
Green Park
Reading
RG2 6GB

Application No: 190308
Application type: Full Planning Approval

Applicant: Ms Katy Walker

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: Landscape improvement works

At: Land off Rushley Way and Whale Avenue Reading RG2 0GX

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: 24 April 2019

Head of Planning, Development
& Regulatory Services



Application At: Land off Rushley Way and Whale Avenue Reading RG2 0GX

Application No: 190308

Application type: Full Planning Approval

CONDITIONS & REASONS

1. The development hereby permitted shall begin within three years from the date of this planning permission.

Reason: to prevent an accumulation of unimplemented planning permissions, and in accordance with Section 91 of the Town & Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

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

Received 24th April 2019:

- General Arrangements Plan - Drawing no: 2825-LA-07 Rev P6
- Planting Plan - Drawing no: 2825-PP-02 Rev P5

Reason: because permission is granted in respect of the development as detailed in the approved plans only.

3. The landscaping improvement scheme and associated works hereby approved shall **not commence** until a timetable for carrying out the scheme and works has been submitted and been agreed in writing by the Local Planning Authority. Thereafter the agreed timetable shall be adhered to through to completion of the approved landscaping scheme and associated works.

Reason: to ensure that all the approved landscaping and associated works proceed to completion within a realistic timescale in the interest of the appearance of this public area and the provision of community and transport facilities to accord with Policy CS7 and CS23 & CS24.

4. The relocated vehicle parking space(s) are to be provided in accordance with the approved plan and the approved timetable for completion of the works (see condition 3). 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 to accord with Policy CS23 & CS24 and Policy DM12.

5. The existing bicycle hire docking station shall not be relocated until a plan showing the relocated bicycle docking station has been submitted been agreed in writing by the local Planning Authority. Thereafter the relocated bicycle docking station shall be provided as shown on the approved relocation plan and in accordance with the

Date: 24 April 2019

Head of Planning, Development
& Regulatory Services



approved timetable for completion of the works (see condition 3). The relocated bicycle docking station 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 the Local Planning Authority's approved transport policies CS23 and CS24.

6. No development shall take place until full details of both hard and soft landscaping have been submitted to and been approved in writing by the local planning authority. The submitted details shall include:

- (a) proposed and existing functional services above and below ground (e.g drainage, power, communications cables, pipelines etc. indicating lines, manholes etc); and
- (b) written specifications (including cultivation and other operations associated with plant and grass establishment)
- (c) Tree pit specifications.
- (d) A landscaping management plan, including long term objectives, management responsibilities and maintenance schedules for the landscape areas.

Reason: in the interest of ensuring that the landscaping of the development enhances the visual local environment and in accordance with Policy CS7

7. The hard and soft landscaping of the development hereby permitted shall be carried out, in accordance with the approved landscaping plans, management and maintenance schedules and documents and shall be completed in accordance with the approved timetable for completion of the works (see condition 3).

Reason: in the interests of the character and appearance of the area and to ensure the long term management and maintenance of landscaped areas on the site in accordance with Policy CS38, Policy CS7 and Policy DM18.

8. All planted materials shall be maintained for five years and any trees or plants removed, dying, being severely damaged or becoming seriously diseased within 5 years of planting shall be replaced with others of similar size and species to those originally required to be planted.

Reason: in the interests of the character and appearance of the new development and in accordance with Policy CS7

9. No development shall take place until details of the proposed furniture, play equipment and pergolas (as indicated on the approved General Arrangements Plan Drawing no: 2825 -LA-07 Rev P6), have been submitted to and approved in writing by the Local Planning Authority. Thereafter the approved features shall be installed in accordance with the approved timetable for completion of the works (see condition 3).

Reason: to ensure the provision of suitable play equipment and associated infrastructure in accordance with Policy DM16 and CS7.

Date: 24 April 2019

Head of Planning, Development
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INFORMATIVES

1. Your attention is drawn to the terms and conditions of this permission. Any development which is carried out but which differs materially from the approved plans and details, or does not comply with any condition(s) or planning obligation(s) attached to the permission may result in the Council taking action to remedy the breach of planning control. If you are in any doubt please contact the Council.
2. Pre-commencement conditions
In accordance with Article 35 (DMPO 2015) some conditions have been highlighted to make clear that they require approval from the Local Planning Authority before any development begins. This is because the timetable for the works and some details need to be agreed before any other works start on the site or are of a nature that it would be impractical to consider after work has started.
3. i) The attention of the applicant is drawn to Section 59 of the Highways Act 1980, which enables the Highway Authority to recover expenses due to damage caused by extraordinary traffic.
ii) Any works affecting the Highway shall be in accordance with Reading Borough's Council's document "Guidance Notes for Activities on the Public Highway within the Borough of Reading". The applicant should note that compliance with this document is mandatory and licences to work on the Highway will only be issued if the requirements contained within it are met. A copy can be obtained from the Council's website.

Date: 24 April 2019

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.

The Secretary of State can allow a longer period for giving notice of an appeal, but he 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 him 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. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by him.

Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN, tel. 0303 444 5000, or online at <https://acp.planninginspectorate.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.

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.

EXECUTED (BUT NOT DELIVERED UNTIL)
UNTIL THE DATE HEREOF) AS A DEED)
by ST JAMES GROUP LIMITED acting by:-)



Director

Director/Secretary

EXECUTED (BUT NOT DELIVERED UNTIL)
UNTIL THE DATE HEREOF) AS A DEED)
by KENNET PROPERTIES LIMITED acting by:-)



Director

~~Director~~/Secretary



9128

EXECUTED (BUT NOT DELIVERED)

UNTIL THE DATE HEREOF) by)

the affixing of THE COMMON)

SEAL of READING BOROUGH)

COUNCIL in the presence of:-



MINUTE	12.23.7.14
ORIGINATOR	WB
SEAL NO	308/19
CHECKED	CS


Authorised Signatory