

DATED 18th December 2018

SEH MANAGER LIMITED (ACTING IN ITS CAPACITY AS MANAGING PARTNER OF THE ST
EDWARD HOMES PARTNERSHIP) AND SEH NOMINEE LIMITED (1)

("the Owner")

READING BOROUGH COUNCIL (2)

("the Council")

AGREEMENT

constituting a Planning Obligation relating to land at
Phase 6A Green Park Village, Longwater Avenue, Green Park Business Park, Reading

(Planning Application No.171019 /FUL)

C J Brooks BSc
Head of Legal Services
Reading Borough Council
DX 40124 Reading (Castle Street)
IKEN 9399
SQ
25/09/18

THIS AGREEMENT is made the

18th December

2018

BETWEEN:

- (1) **SEH MANAGER LIMITED** (acting in its capacity as Managing Partner of the St Edward Homes Partnership) (Co. Regn. No.06939560) and **SEH NOMINEE LIMITED** (Co. Regn. No.06939574) both of whose registered office is at Berkley House 19 Portsmouth Road Cobham KT11 1JG (the "Owner")
- (2) **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 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

D. Planning Application

On 26th June 2017 the Application (171019/FUL) was submitted by the Owner to the Council for Planning Permission to carry out the Development

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. **"2008 Act"**

shall mean the Housing and Regeneration Act 2008

1.3. **"Access"**

means the provision (without payment of monetary or other consideration) of vehicular and pedestrian rights of way vehicular parking rights and access (whether on foot or otherwise) to and within the Affordable Housing Units together with (without payment of monetary or other consideration) all rights and easements over the Application Land as are necessary to facilitate the construction and Occupation of the Affordable Housing Units on the Application Land

1.4. **"Affordable Housing"**

means affordable rented housing and intermediate housing as defined in Annex 2 of the National Planning Policy Framework published on 27th March 2012 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 Affordable Rented Units and the Shared Ownership Housing Units

1.5. **"Affordable Housing Contract"**

means a contract with a Housing Association or RP or the Council (as local housing authority) for the disposal of the Affordable Housing Units for the Affordable Housing Price and in accordance with the requirements of paragraph 4 of the Second Schedule to this Agreement

1.6. "Affordable Housing Mix"

means ninety eight (98) Affordable Housing Units comprising fifty one (51) Affordable Rented Housing Units and forty seven (47) of Shared Ownership Housing Units (including the following number and mix of bedrooms):

- Block G - 2 x 1 bed 2 persons Residential Units of Shared Ownership Housing
- Block G - 20 x 2 bed 3 persons Residential Units of Shared Ownership Housing
- Block H - 15 x 1 bed 2 persons Residential Units of Shared Ownership Housing
- Block H - 4 x 2 bed 3 persons Residential Units of Shared Ownership Housing
- Block H - 6 x 2 bed 4 persons Residential Units of Shared Ownership Housing
- Block H - 8 x 1 bed 2 persons Residential Units of Affordable Rented Housing
- Block H - 8 x 2 bed 3 persons Residential Units of Affordable Rented Housing
- Block H - 35 x 2 bed 4 persons Residential Units of Affordable Rented Housing

1.7 "Affordable Housing Price"

means either:

- (a) a reasonable and fair market price (which shall have due and proper regard to any comparable transactions) for the acquisition of the Affordable Housing Units on the open market and on reasonable contractual terms but which shall reflect the restrictions and requirements relating to the use of such units as Affordable Housing, as set out in the Second Schedule; or
- (b) a price which a Housing Association or RP or the Council has notified the Owner that it is willing to pay to acquire the Affordable Housing Units,

Provided That the Owner shall have absolute discretion as to whether or not a price covered by sub-paragraph (b) shall constitute an Affordable Housing Price

1.8 "the Affordable Housing Units"

means ninety eight (98) Residential Units to be provided as Affordable Housing in accordance with the Affordable Housing Mix together with Access Services and

connection to the Service Media

1.9 "Affordable Rent"

shall mean rents set in accordance with the requirements of the HE and being of no more than 80% of the Market Rent (including service charges where applicable) or the maximum sum payable as housing benefit for the size and condition of each Affordable Housing Unit whichever is the lower

1.10 "Affordable Rented Housing"

means housing provided by a Housing Association or RP that is available to rent at an Affordable Rent and which housing remains accessible for those purposes to people who for any reason cannot afford to rent or purchase suitable accommodation at prevailing market prices and the expressions **"Affordable Rented Housing Unit"** and **"Affordable Rented Housing Units"** shall be construed accordingly

1.11 "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

1.12 "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 171019/FUL

1.13 "Application Land"

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

1.14 "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 and “Approved” and “Approve” shall be construed accordingly

1.15 “the Construction ESP Contribution”

means the sum of SIXTY FOUR THOUSAND NINE HUNDRED AND TWENTY FIVE POUNDS (£64,925.00) (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

1.16 “Contribution”

means the Construction ESP Contribution

1.17 “Development”

means a planning application for residential led mixed-use development comprising the construction of 339 residential apartments (Class C3) 556 sqm (GIA) local retail units (Use Classes A1, A2, A3, A4, A5), residents’ gym and associated car parking pedestrian and cycle routes services and infrastructure landscaping and other associated works (Phase 6A) (amended)

1.18 “disposal”

means the transfer of the freehold interest or the grant of a leasehold estate or interest in a Residential Unit and for the avoidance of doubt disposal shall not mean the exchange of contracts

1.19 “Effective Date”

means the date of this Agreement

1.20 “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

1.21 "HE"

means Homes England or its successor body

1.22 "Housing Association"

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

1.23 "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

1.24 "Implementation Notice"

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

1.25 "Index"

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

1.26 "Local Labour"

means local workers living within the Reading area

1.27 "Market Rent"

means the rent based on a reasonable and proper residential lettings estimate for a property of the appropriate size and condition in the Borough of Reading comparable

to that of each individual Affordable Rented Housing Unit calculated in accordance with the principles for valuation set out in the Royal Institution of Chartered Surveyors recognised method (the Red Book)

1.28 "Monitoring Fee"

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

1.29 "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

1.30 "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

1.31 "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

1.32 "Occupation Notice"

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

1.33 "Open Market Units"

means the Residential Units excluding the Affordable Housing Units and the expression "**Open Market Unit**" shall be construed accordingly

1.34 "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

1.35 "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 2

1.36 "Practical Completion"

means (where the context so admits) (a) the issue of a certificate of practical completion pursuant to a building contract for a building and/or part of a building or (b) where a building or part of a building is ready for Occupation (whichever is the earlier) and the expression **"Practically Completed"** shall be construed accordingly

1.37 "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

1.38 "Protected Tenant"

means any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force in respect of a particular individual Affordable Housing Unit
- (b) has exercised any statutory right to buy in respect of a particular individual

Affordable Housing Unit

- (c) has staircased in respect of a Shared Ownership Housing Unit such that he has acquired 100% of the equity in such unit

1.39 Reasonable Endeavours

those reasonable steps that a reasonable and prudent person acting properly in their own commercial interest and applying their minds to their contractual obligation would take

1.40 "Residential Unit"

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

1.41 "RP"

means either (a) a registered provider as defined in the 2008 Act and which is registered with the HE under Part 2 of the 2008 Act as a registered provider and/or (b) any other provider or providers approved by the Council

1.42 "Services"

means the provision prior to Occupation (without payment of monetary or other consideration) to the Affordable Housing Units of roads foul and surface water sewers water and gas mains electricity telephone and any other cables sewers drains soakaways conduits wires gutters downpipes watercourses or pipes serving or intended to serve the Affordable Housing Units together with (without payment of monetary or other consideration) all rights and easements over the Application Land as are necessary to facilitate the construction and Occupation of the Affordable Housing Units on the Application Land

1.43 "Service Media"

means media for the supply to or provision prior to Occupation (without payment of

monetary or other consideration) to the Affordable Housing Units of any foul and surface water sewers water and gas mains electricity telephone or any other cables sewers drains conduits wires gutters downpipes watercourses or pipes serving or intended to serve the Affordable Housing Units together with (without payment of monetary or other consideration) all rights and easements over the Application Land as are necessary to facilitate the construction and Occupation of the Affordable Housing Units on the Application Land

1.44 "Shared Ownership Housing"

means housing which is to be made available to persons will initially buy a percentage of not more than 75% of the equity in the said housing and rent the remaining percentage from a Housing Associated or a RP (at a rent of no more than 2.75% of the unsold equity) but may also (for the avoidance of doubt) staircase to 100% ownership and the expressions **"Shared Ownership Housing Unit"** and **"Shared Ownership Housing Units"** shall be construed accordingly

1.45 "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 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 mortgagee or 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
- (d) any Housing Association or RP save in respect of the Obligations in the Second Schedule
- (e) any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver provided that paragraph 5 of the Second Schedule has been complied with.

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

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
- (b) to serve an Occupation Notice within ten (10) 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 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

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 Second Schedule (Affordable Housing Obligations) and the Third Schedule (Council's Obligations)

7. INDEXATION

The amount of the Construction ESP Contribution 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: 171019

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")

All that part of the freehold land registered at the Land Registry under Title Number BK31442 and described as land on the east side of Smallmead Road Pingewood and now known as Phase 6A Green Park Village Longwater Avenue Green Park Business Park Reading as shown edged red on plan at Annexure 1

THE SECOND SCHEDULE

("the Affordable Housing Obligations")

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

1. Provision of Affordable Housing Units

The Owner shall at its own cost and expense provide the Affordable Housing Units in accordance with the Affordable Housing Mix

2. Sale Agreement

- 2.1 The Owner shall use Reasonable Endeavours to enter into an Affordable Housing Contract prior to first Occupation of more than 50% of the Open Market Units and the Owner shall notify the Council in writing upon entering into an Affordable Housing Contract
- 2.2 In the event that the Owner has not entered into an Affordable Housing Contract prior to Occupation of 50% of the Open Market Units the Owner shall notify the Council in writing and on receipt of such notice the Council is hereby given the option to direct that the relevant Affordable Housing Units be transferred at no less than the Affordable Housing Price and on reasonable terms including but not limited to the conditions specified in Paragraph 4 of this Schedule (at the direction of the Council) to either (i) a named Housing Association or RP or (ii) the Council as the local housing authority **PROVIDED THAT** such option shall be exercised by the Council by service of written notice on the Owner within six weeks of the Owner giving notice to the Council that the Owner has not entered into an Affordable Housing Contract
- 2.3 In the event that:
- (a) despite using Reasonable Endeavours the Owner has been unable to enter into an Affordable Housing Contract with a counterparty directed by the Council pursuant to paragraph 2.2 within two months of the Council making such direction; or
 - (b) in the event that the Council does not within the one month period referred

to in paragraph 2.2 direct the Owner to enter into an Affordable Housing Contract in accordance with paragraph 2.2,

the Owner and the Council shall use Reasonable Endeavours to agree alternative provision for the delivery of Affordable Housing which may include the payment of a financial contribution towards the delivery of Affordable Housing within the Council's administrative area and any such alternative arrangements shall be recorded in a supplemental deed to this Agreement

2.4 Subject to any alternative arrangements that may be agreed between the Owner and the Council in a supplemental deed pursuant to paragraph 2.3 above and subject to paragraph 2.5 below, no more than one hundred and forty four (144) of the Open Market Units shall be Occupied until the Owner has disposed of the Affordable Housing Units in accordance with an Affordable Housing Contract and Paragraph 4 of this Second Schedule to a Housing Association or RP or the Council (as local housing authority) and the Council has been given notice thereof in accordance with this Agreement **PROVIDED THAT** for the avoidance of doubt this restriction on Occupation shall continue to apply unless and until a supplemental deed has been completed pursuant to paragraph 2.3 above or unless the circumstances in paragraph 2.5 below apply.

2.5 In the event that any dispute between the Owner and Council regarding the Affordable Housing Price is referred to expert determination in accordance with clause 12 of this Deed, the restriction on Occupation of Open Market Units referred to in paragraph 2.4 above shall be amended from one hundred and forty four (144) Open Market Units to one hundred and eighty (180) Open Market Units.

3. **Use**

Subject to the provisions of Paragraphs 5 6 and 7 of this Second Schedule the Affordable Housing Units will not be used except for the provision of Affordable Housing let in accordance with the Planning Permission and the obligations stipulations and other matters set out in this Agreement

4. **Conditions**

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

5. **Mortgagee of Housing Association or RP**

The obligations in this Second Schedule shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver)) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver **PROVIDED THAT:** (a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and (b) shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Housing Association or RP or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses and (c) if such disposal has not completed within the three month period the mortgagee chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing Obligations in this Agreement which provisions shall determine absolutely

6. **Disposal by Housing Association or RP**

The liability of a Housing Association or RP under this Second Schedule shall cease (subject to and without prejudice to the Council's rights in relation to any antecedent breach of the obligations contained in this Second Schedule) after a Housing Association or RP shall have parted either (a) (in the case of a disposal of all the Affordable Housing Units) with all interest in the Affordable Housing Units or (b) (in the case of a disposal of an Affordable Housing Unit) with all its interest in the Affordable Housing Unit

7. **Disposal by Protected Tenant**

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

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 of the Application Land)

Survey Information shows on this drawing is based on a geographical survey prepared by a third party and Mykylen Limited accepts no responsibility for the accuracy or completeness of the survey.

Survey Information shows on this drawing is based on a geographical survey prepared by a third party and Mykylen Limited accepts no responsibility for the accuracy or completeness of the survey.

Red fire antelope boundary



828

Ward

No	Description	By	Date
P6	Secretary replaced	F	17 JUL 58
P4	Stark bar added	W	22 JUL 57
P3	Painting done	W	25 JUL 57
P2	Drift plumbing trap	W	11 JUL 57
P1	Upstream manometer layout	W	04 JUL 57
4	Pipe removed	W	27 JUL 57

BroadwayMalyan
Architecture Urbanism Design

Rep House, 10 High Street
 Trends, Reading
 Berkshire
 RG1 1AA
 Tel: +44 (0)1493 822343
 Fax: +44 (0)1493 34971
 E: info@trendshouse.com

Client: St Edward Homes
Project: Green Park Village
Phase 6A
Description: Location Plan
Extent of Phase 6A

PLANNING

Date	March '17
Drawing No.	P5
Revise	
Job Number	308934-13 PL-P&A-001
Drawn By	JJ
Check	A1
Scale	1:250

Copyright © 2016 AECOM Engineering Limited

ANNEXURE 2

("the draft Planning Permission")



Reading
Borough Council

Working better with you

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

APPLICATION FOR FULL PLANNING PERMISSION

To: Broadway Malyan
Ilex House
High Street
Theale
Reading
RG7 5AN

Application No: 171019
Application type: Full Planning Approval

Applicant: St. Edward Homes Limited

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: A planning application for residential led mixed-use development comprising the construction of 339 residential apartments (Class C3), 556 sqm (GIA) local retail units (Use Classes A1, A2, A3, A4, A5), residents' gym and associated car parking, pedestrian and cycle routes, services and infrastructure, landscaping and other associated works (Phase 6A) (amended)

At: Green Park Village

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

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

Date:

Head of Planning, Development
& Regulatory Services

Application At: Green Park Village

Application No: 171019

Application type: Full Planning Approval

CONDITIONS & REASONS

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

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:

- Location Plan Extent of Phase 6A - Drawing no: PL-P6A-001 Rev P5, received 18th January 2018
- Block Plan Extent of Phase 6A - Drawing no: PL-P6B-002 Rev P3, Received 18th January 2018
- Proposed Ground Floor Site Plan - Drawing no: PL-P6A-110 Rev P10, received 21st May 2018
- Phase 6A Proposed First Floor Site Plan - Drawing no: PL-P6A-111 Rev P7, Received 21st May 2018
- Combined Roof Plan - Drawing no: PL-P6A-112 Rev P7, received 21st May 2018
- GA Layout - Block D - Drawing no: A-P6-03-002 Rev P6, received 21st May 2018
- GA Layout - Block F - Drawing no: A-P6-03-003 Rev P6, received 21st May 2018
- GA Layout - Block G - Drawing no: A-P6-03-004 Rev P7, received 21st May 2018
- GA Layout - Block H - Drawing no: A-P6-03-005 Rev P8, received 21st May 2018
- GA Elevations - Block D - Drawing no: A-P6-05-002 Rev P8, received 21st May 2018
- GA Elevations - Block F - Drawing no: A-P6-05-003 Rev P8, received 21st May 2018
- GA Elevations - Block G - Drawing no: A-P6-05-004 Rev P8, received 21st May 2018
- GA Elevations - Block H - Drawing no: A-P6-05-005 Rev P9, received 21st May 2018
- GA Sections-Block D - Drawing no: A-P6-04-004 Rev P1, received 21st May 2018
- GA Sections Blocks F-H - Drawing no: A-P6-04-002 Rev P5, received 31st October 2017
- GA Sections Blocks F-H [long sections] - Drawing no: A-P6-04-003 Rev P4 , received 31st October 2017
- Site Sections AA, BB - Drawing no: A-P6-04-014 Rev P3, received 21st May 2018
- Site Sections Blocks CC,DD - Drawing no: A-P6-04-015 Rev P3, received 21st May 2018
- Site Sections Blocks EE - Drawing no: A-P6-04-016 Rev P3, received 21st May 2018
- Café/Gym GA Plans/ Elevations/ Section - Drawing no: A-P6-03-006 Rev P3, received 26th June 2017
- Bay Study - Typical Radial Blocks D-H Side A - Drawing no: A-P6-04-010 Rev P5, received 21st May 2018

Date:

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



- Bay Study - Typical Radial Blocks D-H Side B - Drawing no: A-P6-04-011 Rev P5, received 21st May 2018
- General Arrangement Ground Plan 1 of 3 - Drawing no: MA.3067-06A.1001 Rev G, received 18th May 2018
- Softworks Podium Plan 1 of 1 - Drawing no: MA.3067-06A.3101 Rev C, received 18th May 2018
- Softworks Ground Plan 1 of 2 - Drawing no: MA.3067-06A.3001 Rev F, received 18th May 2018
- Softworks Ground Plan 2 of 2 - Drawing no: MA.3067-06A.3002 Rev G, received 18th May 2018
- Hardworks Podium Plan 1 of 1 - Drawing no: MA.3067-06A.2101 Rev C, received 18th May 2018
- Hardworks Ground Plan 1 of 2- Drawing no: MA.3067-06A.2001 Rev D, received 18th May 2018
- Hardworks Ground Plan 2 of 2- Drawing no: MA.3067-06A.2002 Rev E, received 18th May 2018
- Arboricultural Implications Plan - Drawing no: MA.3067-06A 4001 Rev G, received 18th May 2018
- Detailed Air Quality Assessment, Document ref: 442611-01 (02), dated 22nd May 2017, prepared by RSK, received 23rd June 2017
- Green Park Village Phase 6 Design and Access Statement, prepared by Broadway Malyan, dated June 2018, received 21st June 2018 (page 34)
- Flood Risk Assessment, Document ref: HH4160761/KJ/013 Issues 2, dated 25th May 2017, prepared by Glanville, received 23rd June 2017
- Landscape Management Plan, Document ref: MA.3067-06A-RP001 Rev C, prepared by McFarlane Associates, received 21st August 2017
- Noise and Vibration Assessment Report, Document ref: 296812-00 (03), dated May 2017, prepared by RSK, received 23rd June 2017
- Site Parking Strategy - Drawing no: A-P6-02-113 Rev P3, received 11th June 2018
- Site Refuse Strategy - Drawing no: A-P6-02-114 Rev P3, received 11th June 2018
- Refuse Store Layouts - Drawing no: A-P6-70-100 Rev P2, received 11th June 2018
- Proposed Overland Floor Exceedance Route and Levels - Drawing no: 4160761-SK1500-P6A Rev P3, received 2nd October 2018
- Phase 6A Proposed Utility Routes - Drawing no: BERKHW001-CSL-004 A, received 22nd February 2018
- Impermeable Areas - Drawing no: 4160761-SK1400-P6A Rev P5, received 23rd February 2018
- Phase 6A Schematic Drainage Layout - Drawing no: 4160761-SK1600-P6A Rev P3, received 23rd February 2018

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

3. Prior to commencement of the development, a phasing plan for carrying out of the overall development shall be submitted to and approved in writing by the Local

Date:

Head of Planning, Development
& Regulatory Services



Reading

Borough Council

Working better with you

Planning Authority. The development shall be carried out in accordance with the approved phasing details.

Reason: to ensure that development is carried out in a manner that has minimum impact on existing residents and to ensure that the provision of necessary services and facilities keep pace with the development.

4. Prior to construction above ground slab details of the materials to be used in the construction of the external surfaces of the development including all external fixtures, fittings, window frames, window and doorway reveals and cladding to be submitted to and 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

5. The overall housing mix is to be in accordance with the approved details as set out on page 34 of the Design and Access Statement, prepared by Broadway Malyan, dated June 2018, received 21st June 2018.

Reason: To ensure that an appropriate mix is provided in accordance with Policy CS15 and DM5.

6. The dwelling(s)/building(s) for each phase shall not be occupied until all vehicle parking space(s) for that phase 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 CS24 & CS24 and Policy DM12.

7. No dwelling/building hereby permitted shall be occupied until the roads 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.

8. (a) No development shall take place until a plan has been submitted to and been approved in writing by the Local Planning Authority to show how bicycle parking facilities can be provided on site.

(b) No building or use hereby permitted shall be occupied or the use commenced until the bicycle parking facility for that building or use has been completed as shown on the approved plan.

(c) Thereafter the bicycle parking facility shall be kept free of obstruction and available for the approved use at all times.

Reason: To encourage travel by sustainable alternatives to driving a motorcar in accordance with the Local Planning Authority's approved transport policies CS23 and

Date:

Head of Planning, Development
& Regulatory Services



CS24.

9. The dwelling(s)/building(s) hereby permitted shall not be occupied until all electric vehicle (EV) charging points have been provided in accordance with a layout to be submitted to and approved by the Local Planning Authority. 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 to accord with the Council's Local Transport Plan 3 Strategy 2011 - 2026 and Policy DM12.

10. Prior to occupation of the development details of how the allocation of the car parking spaces for the residential dwellings shall be submitted to and approved in writing by the local planning authority, unless otherwise agreed in writing by the local planning authority.

Reason: In the interest of the safety and convenience of all highway users.

11. Prior to occupation of the development details of how service vehicle deliveries to the site will be managed shall be submitted to and approved in writing by the local planning authority. New occupation of the Development shall take place in accordance with the approved details unless otherwise agreed in writing by the local planning authority.

Reason: In the interest of the safety and convenience of all highway users in accordance with Core Strategy Policy CS24 and Sites and Detailed Policies document Policy DM12.

12. Prior to the occupation of each phase all the visibility splays shown on the approved drawings shall be provided. All areas shall thereafter be kept free of all obstructions to visibility over a height of 0.6 metres above the carriageway level.

Reason: In the interests of road safety in accordance with Core Strategy Policy CS20 and Sites and Detailed Policies document Policy DM12.

13. Any external doors provided shall open away from the highway / street.

Reason: In the interests of pedestrian safety in accordance with Core Strategy Policy CS20, Sites and Detailed Policies Document Policy DM12 and Section 153 of the Highways Act.

14. 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.

Date:

Head of Planning, Development
& Regulatory Services



15. 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
- 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 • provisions to be made for the control of noise and dust emanating from the site during the demolition and construction phase
- No materials/ green waste to be burnt on site;
- Details of timing for Vegetation clearance (to not take place between 1st March and 31st August).

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 Policies CS34, DM4 and DM12.

16. Prior to the commencement of works, a Construction Environment Management Plan (CEMP) as referred to in the Ecological Impact Assessment (CSA Environmental, Ref: CSA/3269/01, March 2017) will be submitted to and approved in writing by the Local Planning Authority. The CEMP will include details of precautionary working methods that will ensure that nesting birds, reptiles and other wildlife is not harmed or killed during the works. The approved CEMP shall thereafter be implemented as agreed.

Reason: To ensure that nesting birds and reptiles, protected species, are not adversely affected by the proposed development in line with Policy CS36 of Reading's Core Strategy of the core strategy and wildlife legislation.

17. The hours of noisy 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 protecting the amenity of local land uses or neighbouring residents in accordance with Policies CS34 and

Date:

Head of Planning, Development
& Regulatory Services



DM4.

18. No development shall take place until an assessment of the nature and extent of contamination has been submitted to and been approved in writing by the Local Planning Authority. This assessment must be undertaken by a competent person, and shall assess any contamination on the site, whether or not it originates on the site.

Moreover, it must include:

- (i) a survey of the extent, scale and nature of contamination;
- (ii) an assessment of the potential risks to:
 - human health,
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
 - adjoining land,
 - groundwaters and surface waters,
 - ecological systems,
 - archaeological sites and ancient monuments;

Reason: To ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy CS34

19. No development shall take place until a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment has been submitted to and been approved in writing by the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, an appraisal of remedial options, and proposal of the preferred option(s), and a timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

Reason: To ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy CS34.

20. The approved remediation scheme shall be implemented in accordance with the approved timetable of works. A validation report (that demonstrates the effectiveness of the remediation carried out) shall be submitted to and approved by the Local Planning Authority prior to construction of the development.

Reason: To ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy CS34.

21. In the event that contamination is found at any time when carrying out the

Date:

Head of Planning, Development
& Regulatory Services

approved development not previously identified, development shall be halted on that part of the site the contamination reported in writing to the Local Planning Authority. An assessment of the nature and extent of contamination shall be undertaken and where remediation is necessary a remediation scheme, together with a timetable for its implementation, shall be submitted in writing to the Local Planning Authority for its written approval.

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

Reason: To ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy CS34.

22. No development shall take place until a detailed land gas site investigation has been carried out by a competent person to fully and effectively characterise the nature and extent of land gas and its implications. The method and extent of this site investigation shall be agreed with the Local Planning Authority prior to commencement of the work and shall then proceed in strict accordance with the measures approved.

Reason: To ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas due to the presence of land gas in accordance with Policy CS34.

23. No development shall take place until a scheme showing how the development is to be protected against the possibility of land gas has been submitted to and approved in writing by the Local Planning Authority. The scheme as approved shall be fully implemented and completed before the development is first occupied and those measures incorporated into the development shall thereafter be retained unless the Local Planning Authority agrees otherwise in writing.

Reason: To ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas due to the presence of land gas in accordance with Policy CS34.

24. A validation report (that demonstrates the effectiveness of the remediation carried out) must be submitted to and approved by the Local Planning Authority prior to any part of the accommodation hereby approved being occupied, unless the Local Planning Authority otherwise agrees in writing.

Reason: To ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas due to the presence of land gas in accordance with Policy CS34.

Date:

Head of Planning, Development
& Regulatory Services



Reading

Borough Council

Working better with you

25. The development permitted by this planning permission shall be carried out in accordance with the Flood Risk Assessment Ref: HH4160761/KJ/013, Issue 2: 25 May 2017, prepared by Glanville Consultants, received 23rd June 2017.

Reason: To reduce the risk of flooding to the proposed development and future occupants and to not increase flooding off site in accordance with Policy CS35

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

Reason: In accordance with NPPF Paragraph 103, and Policies CS1 and DM1.

27. Development shall not commence until a drainage strategy detailing any on and/or off site drainage works, has been submitted to and approved by, the local planning authority in consultation with the sewerage undertaker. No discharge of foul or surface water from the site shall be accepted into the public system until the drainage works referred to in the strategy have been completed.

Reason: The development may lead to sewage flooding, to ensure that sufficient capacity is made available to cope with the new development, and in order to avoid adverse environmental impact upon the community.

28. No phase or part of a phase shall be occupied until a "whole-life" maintenance plan for the site has been submitted to and approved in writing by the Local Planning Authority. The plan should set out how and when to maintain the full drainage system (e.g. a maintenance schedule for each drainage/SuDS component) following construction, with details of who is to be responsible for carrying out the maintenance. The plan shall subsequently be implemented in accordance with the approved details.

Reason: To ensure that there is a sustainable solution to managing flood risk in accordance with Policy CS35.

29. Prior to commencement of each phase or part of a phase full details of the method of disposal of foul sewage for that phase shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: to ensure adequate sewerage is provided in the interests of pollution prevention in accordance with Policy CS34.

30. No development (above ground slab) shall take place until a detailed scheme, informed by the Noise and Vibration Assessment Report, ref: 296812-00(03), prepared by RSK, dated May

Date:

Head of Planning, Development
& Regulatory Services



2017, received 23rd June 2017, has been submitted to and approved, in writing, by the Local Planning Authority. The scheme itself shall be designed, specified and constructed so that the sound insulation performance of the structure and the layout of the dwellings are such that the indoor ambient noise levels do not exceed the values detailed in Table 4 of BS 8233:2014. Where opening windows will lead to an internal noise level increase of 5 dBA or greater above BS 8233:2014 recommended internal levels, the scheme shall include provision of alternative mechanical ventilation with minimum performance equivalent to a mechanical heat recovery (MVHR) system with cool air bypass as an alternative means of cooling and ventilation. Noise from the system should not result in BS8233 internal levels being exceeded.

Thereafter, the development shall not be carried out other than in accordance with the approved scheme which shall be completed before any part of the accommodation hereby approved is occupied, unless the Local Planning Authority otherwise agrees in writing.

Reason: to protect the amenity of future occupants of the proposed development in accordance with CS34 and DM4.

31. No mechanical plant shall be installed until a noise assessment of the proposed mechanical plant has been submitted and approved by this Council. The assessment shall be carried out for in accordance with BS4141:2014 methodology. The predicted specific sound level ($LA_{eq,Tr}$) as measured at a point 1 metre external to sensitive facades shall be at least 10dB below the existing background sound level, $LA_{90,T}$ when all plant/equipment (or any part of it) is in operation. The predicted rating level, $L_{Ar,Tr}$ (specific sound level plus any adjustment for the characteristic features of the sound) as measured at a point 1 metre external to sensitive facades shall not exceed the existing background sound level, $LA_{90,T}$ when all plant/equipment (or any part of it) is in operation. The plant shall thereafter only be installed in accordance with the assessment.

Reason: To safeguard the amenities of the adjoining premises and the area generally, in accordance with Policies CS34 and DM4.

32. The glazing and ventilation shall be installed in accordance with the specifications recommended within the Noise and Vibration Assessment Report, ref: 296812-00(03), prepared by RSK, dated May 2017, received 23rd June 2017.

Reason: to protect the amenity of future occupants of the proposed development in accordance with Policies CS34 and DM4.

33. Prior to occupation of any phase the applicant must submit a dust management plan in line with the recommendation set out in the Detailed Air Quality Assessment,

Date:

Head of Planning, Development
& Regulatory Services



Reading

Borough Council

Working better with you

ref: 442611-01(02), prepared by RSK, dated May 2017, received 23rd June 2017 to and be approved in writing by the Local Planning Authority.

Reason: to protect the health of future occupants of the proposed development in accordance with CS34 and DM19.

34. Prior to the use of the community boiler an air quality assessment using dispersion modelling shall be carried out and submitted to the local authority to demonstrate that the stack height of the community boiler is sufficient to prevent emissions having a significant negative impact on the air quality objectives for nitrogen dioxide (NO₂) and particulate matter (PM₁₀). Where emissions are shown to result in an increase a full discussion of any potential breaches of air quality criteria shall be provided and an outline of how emissions will be mitigated.

Reason: to protect the health of future occupants of the proposed development in accordance with CS34 and DM19.

35. Prior to the completion of the retail units details of the means of ventilation for the extraction and dispersal of cooking smells/fumes, including details of its method of construction, odour control measures, noise levels, its appearance and running specifications to be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be installed before the use hereby permitted commences and thereafter shall be permanently retained and maintained in accordance with the approved specifications.

Reason: These details need careful consideration and formal approval and to safeguard the amenity of adjoining properties and to protect the general environment in accordance with Policy DM4.

36. No amplified sound or music shall be played at the retail premises outside the following times: Mondays to Saturday 7pm to midnight, Sundays and Bank Holidays 7pm-11pm

Reason: To safeguard the amenity of nearby premises and the area generally in accordance with Policy DM4

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

- (a) hard surfacing materials; and
- (b) proposed and existing functional services above and below ground (e.g drainage, power, communications cables, pipelines etc. indicating lines, manholes etc); and

Date:

Head of Planning, Development
& Regulatory Services



Reading

Borough Council

Working better with you

(c) planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants, noting species, plant sizes and proposed numbers/planting densities where appropriate.

d) Tree pit specifications.

e) Podium planter specifications

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

38. The hard and soft landscaping of the development hereby permitted shall be carried out, in accordance with the approved landscaping plans and documents. The hard landscaping shall be completed before occupation of the development. The soft landscaping shall take place no later than during the first planting season following the date when the development hereby permitted is ready for occupation or in accordance with a timetable agreed in writing with the Local Planning Authority.

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

39. 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

40. 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

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

Date:

Head of Planning, Development
& Regulatory Services



Reading
Borough Council

Working better with you

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

41. 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.

42. (a) Prior to commencement of development the submission in writing to the Local Planning Authority of details of the bat roost potential of the trees proposed for removal.

(b) Should the trees proposed for removal be confirmed to have bat roost potential then details of proposed mitigation measures would need to be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that protected species are not adversely affected by the proposed development in line with Policy CS36 of Reading's Core Strategy of the core strategy and wildlife legislation.

43. No external lighting shall be installed on any phase or part of a phase until the submission of detailed plans and specifications of lights and a report detailing the lighting scheme, including how this will not adversely impact upon commuting and foraging bats or other wildlife. wildlife and habitats, is 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 showing the adjacent trees
- A schedule of equipment
- Measures to avoid glare and light spill
- An isolux contour map showing light spillage to 1 lux both vertically and horizontally to include light spillage from external light sources, as well as the windows of the new development.

The approved lighting details shall thereafter be installed, maintained and operated in accordance with the approved details.

Reason: to protect residential amenity, in the interests of visual amenity, and to ensure that wildlife is not adversely affected by the proposed development in line with Policy DM4 and Policy CS7 and Policy CS36.

Date:

Head of Planning, Development
& Regulatory Services



44. Prior to the occupation of each phase or part of phase the submission of a waste management strategy for each phase, which accords with Reading Borough Council's Waste Management Strategy, shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Waste Management Team, and thereafter retained for such use.

Reason: in the interests of the visual amenity of the area and to ensure that there is sufficient waste management on site, in accordance with Policy CS2 and Policy CS7.

45. Prior to commencement of the car park details of the car park layout and secure vehicle access controls to be submitted to and approved by the Local Planning Authority in consultation with Thames Valley Police Crime Prevention and Design Advisor. and this should include details of how this would be achieved, implemented and tested prior to commencement.

Reason: to protect the amenity of future occupants of the proposed development in accordance with Policy CS7 and DM4.

46. Prior to occupation of the residential units hereby approved the installation details of the type and location of mail boxes, and management procedures for postal deliveries to residents to be submitted to and approved by the Local Planning Authority in consultation with Thames Valley Police Crime Prevention and Design Advisor prior to occupation.

Reason: to protect the amenity of future occupants of the proposed development in accordance with Policy CS7 and DM4.

47. Prior to commencement a scheme of security measures for the public space and community buildings (Pavilion, concourse and public accessible space) hereby approved, shall be submitted to and agreed in writing with the Local Planning Authority following consultation with Thames Valley Police Crime Prevention and Design Advisor (CPDA). The following details shall be included:

- Lighting of public accessible areas; detailed lighting plans (ideally compliant with BS 5489);
- Appropriately rated vehicle bollards, preventing vehicle intrusion into public pedestrian space;
- CCTV: Provide detailed plans identifying CCTV operational requirements (position and specification of CCTV); if required • Physical security shall be incorporated into the construction of public /community buildings and open public space in accordance with Secured by Design best practice this may include, along with other matters, suitable windows and doors and where necessary Laminated glazing.

Reason: to protect the amenity of future occupants of the proposed development in accordance with Policy CS7 and DM4.

Date:

Head of Planning, Development
& Regulatory Services



Reading
Borough Council

Working better with you

48. No development of any phase or part of a phase (above ground level 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.

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

49. The residential development hereby permitted (phase or part of a phase) 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.

50. (i) The development as built, shall meet a minimum of BREEAM Very Good standard with a minimum score of 62.5 points.

(ii) No commercial use part of the development shall be occupied until a post-construction review demonstrating compliance with a minimum BREEAM Very Good score of 62.5 points has been submitted and approved in writing by the Local Planning Authority.

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

Date:

Head of Planning, Development
& Regulatory Services



Reading

Borough Council

Working better with you

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. Enforcement action could be undertaken under Housing Act 2004 if future daylight/sunlight provision does not meet required standards

6. The developer is advised to register with the new build team of a relevant broadband provider so that infrastructure ducts are put in as part of the development.

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

8. 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

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

Date:

Head of Planning, Development
& Regulatory Services



Reading

Borough Council

Working better with you

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

10. 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.
11. All purchasers/tenants/occupiers to be informed that there will be no on-street parking other than in designated area and there will be other restrictions and enforcement on parking in GPV as a whole.
- 12..The developer must contact Network Rail's Wessex Asset Protection team to enter into an asset protection agreement before proceeding with any design or construction works alongside Network Rail infrastructure: AssetProtectionWessex@networkrail.co.uk
13. Where works are proposed adjacent to the railway it may be necessary to serve the appropriate notices on Network Rail and their Tenants under the Party Wall etc Act 1996. Developers should consult with Network Rail at an early stage of the preparation of details of their development on Party Wall matter.
14. Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.
15. In order for Thames Water to determine whether the existing sewer network has sufficient spare capacity to receive the increased flows from the proposed development, a drainage strategy must be submitted detailing the foul and surface water strategies. Details of any proposed connection points or alterations to the public system, including calculated discharge rates (pre and post development) must be included in the drainage strategy. If initial investigations indicate that the existing sewer network is unlikely to be able to support the demand anticipated from this development, it will be necessary for the developer to fund an Impact Study. In particular Thames Water require details of the proposed onsite sewage pumping station including the proposed point of connection and the proposed pumping rate.
16. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required to ensure that the surface water

Date:

Head of Planning, Development
& Regulatory Services



discharge from the site will not be detrimental to the existing sewerage system. The contact number is 0800 009 3921.

17. Thames Valley Police provided the following advice with regard to providing robust access control:

Communal entrance: All external and internal Communal entrance doors meet the requirements of the minimum physical security requirements of ADP-Q, and meet the minimum physical security requirements of PAS24:2012 and include electronic remote release locking systems with audio and visual intercom link to each apartment, capable of recording and capturing images of individuals using the door entry panel. This will allow residents to communicate with their visitors without having to open their front door and speak to them face-to-face as this allows them to filter who is allowed into the building and up into their flat.

Residential floor secondary security doors (segregation): In order to prevent unauthorised access onto and between residential floors access on to each floor should be controlled (each resident assigned access to the floor on which they reside via the use of proximity reader, swipe or fob. Secondary security doors sets that isolate each core from private residential corridors must also meet the minimum physical security standards of PAS 24:2012. These in turn must be controlled by an electronic remote release system with intercom audio link to apartments. This arrangement promotes ownership and establishes defensible space, enabling residents to identify visitors and prevent unauthorised access in to their private areas whilst maintaining a safe and secure distance. Each resident being assigned access to the floor on which their dwelling is located. Fire egress stairwells should also be controlled on each floor, from the stairwell into communal corridors, to reduce the risk of them being used for anti-social behaviour or criminal activities. Fire egress stairwells should then be controlled on the ground floor preventing access into the stairwell, to reduce the risk of them being used for anti-social behaviour or criminal activities. Unrestricted egress, from the corridor into the stairwell via the lobby, should also be provided at all times. SBD recommends no more than 25 flats should be accessed via either of the access control methods above.

Residential door sets: Individual flat entrance doors must also comply with ADP-Q, and meet the minimum physical security requirements of PAS24:2012.

Access from Car Park into Residential Units: - The underground parking facility will incorporate communal entrance doors for the residential cores. Access to private residential dwellings must be made secure. Parking facility communal entrance doors to meet the minimum physical security requirements of PAS24:2012 and include electronic remote release locking systems with audio and visual intercom link to each apartment, capable of recording and capturing images of individuals using the door entry panel.

Date:

Head of Planning, Development
& Regulatory Services



Private Residential Underground Car Park: The entrance to this car park to have automated secure gates, such as electronic gates or shutters (LPS1175 SR2 or equivalent). These measures must incorporate an access control system that allows the driver to operate the system without leaving the vehicle. The layout and design of this facility should also incorporate the safer parking principle of surveillance, lighting and management processes and procedures physical security requirements of PAS24:2012 and include electronic remote release locking systems with audio and visual intercom link to each apartment, capable of recording and capturing images of individuals using the door entry panel.

18. The developer is advised that there is the requirement to submit a licensing application for A3, A4 & A5 uses.

19. 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.

DRAFT

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.

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 www.planningportal.gov.uk/pcs.

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.

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

Director



Director/Secretary

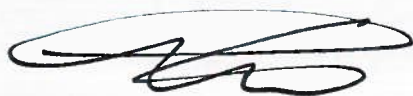


EXECUTED (BUT NOT DELIVERED UNTIL)
UNTIL THE DATE HEREOF) AS A DEED)
by SEH NOMINEE LIMITED acting by:-)

Director



Director/Secretary



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	PAL 4/4/18
ORIGINATOR	SA
SEAL NO	375/18
CHECKED	NS

DATED 18th December 2018

SEH MANAGER LIMITED (ACTING IN ITS CAPACITY AS MANAGING PARTNER OF THE ST
EDWARD HOMES PARTNERSHIP) AND SEH NOMINEE LIMITED (1)

("the Owner")

READING BOROUGH COUNCIL (2)

("the Council")

AGREEMENT

constituting a Planning Obligation relating to land at
Phase 6A Green Park Village, Longwater Avenue, Green Park Business Park, Reading

(Planning Application No.171019 /FUL)

C J Brooks BSc
Head of Legal Services
Reading Borough Council
DX 40124 Reading (Castle Street)
IKEN 9399
SQ
25/09/18