

DATED 23rd January ²⁰¹⁷
~~2016~~

GREEN PARK READING NO.1 LLP (1)

("the Owner")

and

READING BOROUGH COUNCIL (2)

("the Council")

AGREEMENT

constituting a Planning Obligation relating to land at
400 Longwater Avenue, Green Park Business Park, Reading, RG2 6GP

(Planning Application No.160569)

C J Brooks BSc
Head of Legal Services
Reading Borough Council
DX 40124 Reading (Castle Street)
TC15699 IKEN 5362
SQ (4249)
17/11/16

THIS AGREEMENT is made the

23rd January

2017
~~2016~~

BETWEEN:

(1) **GREEN PARK READING NO.1 LLP** (OC369634) whose registered office is at Asticus Building, 21 Palmer Street, London SW1H 0AD (the "Owner")

and

(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 and is the Authority that has the power to enforce the Obligations in this Agreement

C. Land Ownership

The Owner is the 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

The Owner submitted the Application (160569) 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 resolved at its Planning Applications Committee meeting held

on 20th July 2016 that Planning Permission should be granted for the Development pursuant to the Application subject to the prior completion of this Agreement

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

1. DEFINITIONS

The following expressions shall have the under mentioned meanings

1.1 “the 1990 Act”

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

1.2 “Affordable Housing”

means social rented housing affordable rented housing and intermediate housing as defined in Annex 2 of the National Planning Policy Framework published on 27th March 2012 or any subsequent definition in any revision amendment or re-enactment thereof published by the U K Government

1.3 “the Affordable Housing Contribution”

means the sum of TWO HUNDRED THOUSAND POUNDS (£200,000.00) towards the provision by the Council of Affordable Housing in the Borough of Reading which is not being provided by the Owner on the Application Land

1.4 “this Agreement”

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

1.5 “Application”

means the Application seeking Planning Permission to carry out the Development submitted on behalf of the Owner to the Council and registered by the Council under reference number 160569

1.6 “Application Land”

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

1.7 “Approval”

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

1.8 “Approved ESP”

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

1.9 “Construction ESP”

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

1.10 “the Construction ESP Contribution”

means the sum of THIRTY THOUSAND TWO HUNDRED AND FIFTY SEVEN POUNDS (£30,257.00) (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

1.11 “Contributions”

means the Affordable Housing Contribution, the Construction ESP Contribution, the End User ESP Contribution and the Mass Rapid Transit Works Contribution

1.12 “Development”

means the development of commercial office buildings (B1 Use Class) access decked and surface car parking, cycle parking, landscaping, servicing, associated engineering and ancillary works

1.13 “Effective Date”

means the date of this Agreement

1.14 “Employment and Skills Measures and Provisions”

means a range of employment skills and training measures to be developed by the Council and the Council’s Partner Organisation to mitigate the impacts of the Development by ensuring that Local Labour have better access to employment opportunities available at the construction and End User stages of the Development which include those set out in the Second Schedule

1.15 “End User(s)”

means an Occupier(s) of the Development

1.16 “the End User ESP Contribution”

means the sum of TWO HUNDRED AND SEVENTY TWO THOUSAND NINE HUNDRED AND FORTY EIGHT POUNDS (£272,948.00) (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 Occupation of the Development by an End User

1.17 “ESP”

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

1.18 “the ESP Monitoring Fees”

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

1.19 “End User ESP”

has the meaning given to it in the Second Schedule

1.20 “Implementation”

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

1.21 “Implementation Notice”

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

1.22 “Index”

means the Retail Price Index issued by the Office for National Statistics (or such replacement index thereof)

1.23 “Local Labour”

means local workers living within the Reading area

1.25 “Mass Rapid Transit Works Contribution”

means the sum of FIVE HUNDRED THOUSAND POUNDS (£500,000.00) as a contribution and to be applied by the Council as Highways Authority towards the Mass Rapid Transit Works - Phase 4

1.26 “Mass Rapid Transit Works - Phase 4”

means the works to be carried by the Council as Highway Authority as part of Phase 4 to the Mass Rapid Transit Works scheme to create additional capacity for bus lanes on the A33 between the junctions of Island Road and Rose Kiln Lane North as shown for identification purposes coloured brown on Plan 2 or such other land within the South Reading Corridor as the Council may give written notice thereof to the Owner

1.27 “Monitoring Fee”

means the sum of THREE HUNDRED POUNDS (£300.00) to be paid to the Council for the purpose of monitoring the Obligations set out in this Agreement

1.28 “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

1.29 “Obligations”

means the covenants on behalf of the Owner set out at Clause 5 to this Agreement

1.30 “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, fitting out, marketing or display and in relation to security operations shall not constitute “Occupation” and “Occupy” and “Occupied” shall be construed accordingly

1.31 “Occupation Notice”

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

1.32 “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 15th February 2008) whose registered office is at One Forbury Square The Forbury Reading Berkshire RG1 3EB or any successor or similar organisation or organisations having similar objectives to Reading UK CIC and nominated by the Council in writing to the Owner from time to time as the partner organisation for the purposes of an Approved ESP

1.33 “the Plans”

means the plans annexed at Annexure 1

1.34 “Planning Permission”

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

1.35 “Practical Completion”

means (where the context so admits) the issue of a Certificate of Practical Completion pursuant to a building contract for a building and/or part of a building or where a building and/or part of a building is ready for Occupation (whichever is the earlier)

1.36 “Prescribed Period”

means the period commencing on the date of receipt by the Council of the whole of a Contribution and expiring at the end of eight full financial years (ending 31 March) following the financial year in which the payment is received by the Council

1.37 “Training Output”

means in respect of a Construction ESP the relevant outputs for that Construction ESP listed in Appendix 1 to the Employment Skills and Training SPD and in respect of an End User ESP the relevant outputs for that End User ESP listed in Appendix 2 to the said Employment Skills and Training SPD

1.37 “Working Days”

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

2. INTERPRETATION

- 2.1 Clause headings shall not affect the interpretation of this Agreement
- 2.2 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality)
- 2.3 A reference to a company shall include any company corporation or other body corporate wherever and however incorporated or established
- 2.4 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular
- 2.5 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders
- 2.6 A reference to any party shall include that party’s personal representatives successors or permitted assigns and in the case of the Council the successors to its respective statutory functions
- 2.7 An Obligation in this Agreement on a person not to do something includes an Obligation not to agree or allow that thing to be done
- 2.8 Where an Obligation falls to be performed by more than one person the Obligation can be enforced against every person so bound jointly and against each of them individually
- 2.9 Any phrase introduced by the terms “including” “include” “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 2.10 Any reference to Act of Parliament whether general or specific shall include any modification or re-enactment thereof for the time being in force and shall also include all instruments orders plans regulations by-laws and directions for the time being made issued or given thereunder or deriving validity therefrom

- 2.11 A reference to writing or written does not include faxes or e-mail
- 2.12 A reference to “this Agreement” or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other document or deed as varied or novated (in each case other than in breach of the provisions of this Agreement) from time to time
- 2.13 References to clauses plans schedules paragraphs and annexures are to the clauses plans schedules paragraphs and annexures of this Agreement

3. LEGAL EFFECT

- 3.1 This Agreement is made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and all other enabling powers to the intent that it shall bind the Owner and its successors in title to each and every part of the Application Land and their assigns
- 3.2 For the purposes of the Community Infrastructure Levy Regulations 2010 (the “Regulations”) the Owner and the Council hereby affirm that the planning obligations are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development so as to satisfy the tests in regulation 122(2) of the Regulations
- 3.3 This Agreement shall be enforceable by the Council
- 3.4 If the Planning Permission expires within the meaning of Sections 91 92 93 of the 1990 Act or is revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the 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)
- 3.5 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

- 3.6 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
- 3.7 The Owner and anybody with an interest in the Application Land shall in parting with the Application Land or part of the Application Land be released from all liability under the terms of this Agreement (insofar as it is binding on that part of the Application Land to which the breach relates) unless they hold an interest in the Application Land or part of the Application Land in respect of which such breach occurs or held such an interest at the date of the breach
- 3.8 Any mortgagee of the Application Land shall have no liability under this Agreement unless and until it takes possession of any part of the Application Land in which case it will observe and perform the covenants and be bound by the obligations as if it were a person deriving title from the Owner until such time of any sale of the Application Land
- 3.10 This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory functions nor in any other capacity

4. CONDITIONALITY

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

5. THE OWNER'S OBLIGATIONS

- 5.1 The Owner covenants with the Council
- (a) not to Implement the Development before the Owner has served the Implementation Notice;
 - (b) to pay the Mass Rapid Transit Works Contribution as increased by the indexation provision in Clause 7 to the Council no later than the date of Implementation of the Development and not to Implement or

permit Implementation of the said Development until such payment has been made to the Council in full including any interest due thereon under the terms of this Agreement;

- (c) to serve an Occupation Notice within ten (10) Working Days after any one the commercial office buildings which form part of the Development has been first Occupied;
- (d) to pay the Affordable Housing Contribution as increased by the indexation provision in Clause 7 to the Council no later than the date of first Occupation of any one of the commercial office buildings which form part of the Development and not to Occupy or permit Occupation of any of the said commercial office buildings until such payment has been made to the Council in full including any interest due thereon under the terms of this Agreement; and
- (e) to observe and perform the obligations on their part contained in the Second Schedule (Employment and Skills Obligations)

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 five pounds (£2,500), inclusive of any VAT payable and disbursements; and
- (b) the Monitoring Contribution.

6. COUNCIL'S OBLIGATIONS

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

7. INDEXATION

The amount of any Contribution payable under the provisions of this Agreement (save for the Monitoring Contribution) shall be increased or decreased by an amount equivalent to the increase or decrease in the Index

for the period from the Effective Date until the date on which the Contribution is payable under this Agreement

8. INTEREST ON UNPAID MONIES

If a Contribution (save for the Monitoring Contribution) due under this Agreement is not paid 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 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 Contribution is due up to the date of payment of the Contribution

9. PAYMENTS TO THE COUNCIL

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

Reading Borough Council

Sort Code: 30-91-31

Account Number: 00271502

Lloyds Bank plc

24 Broad Street Reading RG1 2BT

quoting ref: Land at 400 Longwater Avenue (No.4249)

10. NOTICES

- 10.1 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

- 10.2 Any notice served on the Owner should also be sent to Mapletree UK Management Limited 80 Hammersmith Road London W14 8UD

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 Asticus Building 21 Palmer Street London SW1H 0AD

12. ARBITRATION

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

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

- 12.2 Any referral pursuant to Clause 12.1 may be made on the joint application of the parties or on the application of any party and any such referral shall be construed as a submission to arbitration within the meaning of the Arbitration Act 1996

12.3 The decision of any expert appointed pursuant to Clause 12.1 (the “Expert”) shall be final and binding on the parties and whose costs shall be in his award

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

13. RIGHT OF ACCESS

Without prejudice to the Council's statutory rights of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Application Land at all reasonable times and subject further to the Council complying with any reasonable requirements of the Owner's contractor for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed

14. 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

15. 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

16. LOCAL LAND CHARGE

This Agreement is and shall be registered as a Local Land Charge by the Council and following performance and satisfaction of all the Obligations contained in this Agreement or in the event that the Planning Permission expires without first being Implemented the Council shall forthwith effect the

cancellation of all entries in the Local Land Charges Register at no cost to the parties

17. AGREEMENT AND DECLARATION

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

18. DELIVERY

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been both delivered to the Council and thereafter dated

19. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and Wales and is subject to the exclusive jurisdiction of the Courts of England and Wales

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

THE FIRST SCHEDULE

(“the Application Land”)

All that freehold land known as 400 Longwater Avenue Green Park Business Park Reading RG2 6GP which forms part of the land registered at the Land Registry under Title Numbers BK447010 and BK427023 as shown edged red on Plan 1 at Annexure 1

THE SECOND SCHEDULE

(“the Employment and Skills Plan”)

Employment and Skills Measures and Provisions

The requirements of the ESP’s are that they:-

- identify and promote in collaboration with the Partner Organisation or any other organisation as the Council may nominate employment opportunities generated in relation to both the construction of the Development (the “Construction ESP”) and the subsequent Occupation of the Development by an End User (the “End User ESP”)
- target Local Labour (although not to the exclusion of people from outside the Borough of Reading) in relation to both the construction of the Development and the subsequent Occupation of the Development by an End User(s)
- establishes a youth apprenticeship scheme to enable young people between the ages of 18 and 21 to apply for designated full time and part time positions with the Owner or End User(s) during the Occupation of the Development
- establishes a forum of or other mechanisms for an End User of the Development to pool information on recruitment needs job vacancies and training issues and to encourage the End User(s) Occupying the Development to participate in local training and recruitment of residents living within the Reading area
- the means of and timetable for implementing and/or seeking to achieve the identified objectives of the Approved ESP
- a programme for payment of the ESP Monitoring Fees
- the reporting mechanisms (with reports to be not less than six (6) monthly) on progress in implementing and/or achieving the objectives of the Approved ESP

ESP Obligations

The Owner covenants and undertakes to the Council as follows:-

Construction ESP

- (1) Unless the Owner gives written notice to the Council that it wishes to pay the Construction ESP Contribution in lieu of its obligation to prepare the Construction ESP the Owner shall not Implement the Development until the provisions of Paragraphs (3) to (5) and (12) below have been complied with
- (2) If the Owner give written notice to the Council that it wishes to pay the Construction ESP Contribution as described in Paragraph (1) above then:-
 - (a) it shall pay the Construction ESP Contribution to the Council at least twenty (20) Working Days prior to the Implementation of the Development and the Owner shall not Implement the Development until the Construction ESP Contribution has been paid in full including any interest due under the terms of this Agreement and
 - (b) the provisions of Paragraphs (3) to (5) and (12) below shall cease to have effect
- (3) If the Owner wishes to prepare and implement the Construction ESP and does not give notice as described in Paragraph (2) above then at least twenty (20) Working Days prior to Implementation of the Development the Owner shall submit the Construction ESP to the Council for Approval (and if necessary re-submit until Approved) **PROVIDED ALWAYS** that if the Construction ESP has not been Approved by the Council or the Council has not provided comments on the Construction ESP within twenty (20) Working Days from its submission the Construction ESP shall be deemed to be Approved
- (4) The Owner shall not Implement Development until the Construction ESP submitted by the Owner has been Approved or deemed to have been Approved pursuant to Paragraph (3) of this Second Schedule
- (5) In the event that the Construction ESP submitted by the Owner is Approved (or deemed Approved) by the Council under Paragraph (3) of this Second Schedule and the Development is Implemented the Owner shall implement observe monitor and comply with the Approved Construction ESP to the

reasonable satisfaction of the Council until Practical Completion of the Development (or such earlier date as may be agreed between the Council and the Owner)

End User ESP

- (6) Unless the Owner gives written notice to the Council that it wishes to pay the End User ESP Contribution in lieu of its obligation to prepare the End User ESP the Owner shall not Occupy or permit an End User(s) to Occupy the Development until the provisions of Paragraphs (8) to (12) below have been complied with
- (7) If the Owner gives written notice to the Council that it wishes to pay the End User ESP Contribution as described in Paragraph (6) above then:-
 - (a) it shall pay the End User ESP Contribution to the Council at least twenty (20) Working Days prior to the Occupation of the Development by an End User and the Owner shall not Occupy or permit an End User(s) to Occupy the Development until the End User ESP Contribution has been paid in full including any interest due under the terms of this Agreement and
 - (b) the provisions of Paragraphs (8) to (12) below shall cease to have effect
- (8) If the Owner wishes to prepare and implement the End User ESP and does not give notice as described in Paragraph (7) above then at least sixty (60) Working Days prior to the proposed Occupation of the Development the Owner shall submit the End User ESP to the Council for Approval (and if necessary re-submit until Approved) **PROVIDED ALWAYS** that if the End User ESP has not been Approved by the Council or the Council has not provided comments on the End User ESP within twenty (20) Working Days from its submission the End User ESP shall be deemed to be Approved
- (9) The Owner shall not Occupy or permit an End User(s) to Occupy the Development until the End User ESP submitted by the Owner has been

Approved or deemed to have been Approved pursuant to Paragraph (8) of this Second Schedule

- (10) In the event that the End User ESP submitted by the Owner is Approved (or deemed Approved) by the Council under Paragraph (8) of this Second Schedule then (a) where the Development is Occupied by the Owner then the Owner shall implement, observe, monitor and comply with the End User ESP to the reasonable satisfaction of the Council and (b) where the Development is Occupied by an End User(s) then the Owner shall use reasonable endeavours to ensure that the End User(s) shall implement observe, monitor and comply with the End User ESP to the reasonable satisfaction of the Council
- (11) Paragraphs (8) to (11) of this Second Schedule shall apply only in respect of the first End User(s) to Occupy the Development and each and every part thereof

ESP Monitoring Fees

- (12) The Owner shall pay to the Council the relevant ESP Monitoring Fees for any Approved Construction ESP and/or any Approved End User ESP as calculated by the Owner in accordance with the Employment Skills and Training SPD in accordance with a programme for payment set out in the Approved Construction ESP and/or the Approved End User ESP (as appropriate)

THE THIRD SCHEDULE

(“the Council’s Obligations”)

1. On the Effective Date the Council will issue the Planning Permission
2. The Council covenants with and undertakes to the Owner that the Contributions 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. The Council shall repay to the person who made any payment pursuant to the relevant obligations set out in this Agreement any such sums or amounts remaining unexpended upon the expiration of Prescribed Period together with any interest accrued thereon as soon as reasonably practicable after receiving a written request from the person who made the payment

ANNEXURE 1

("the Plans")

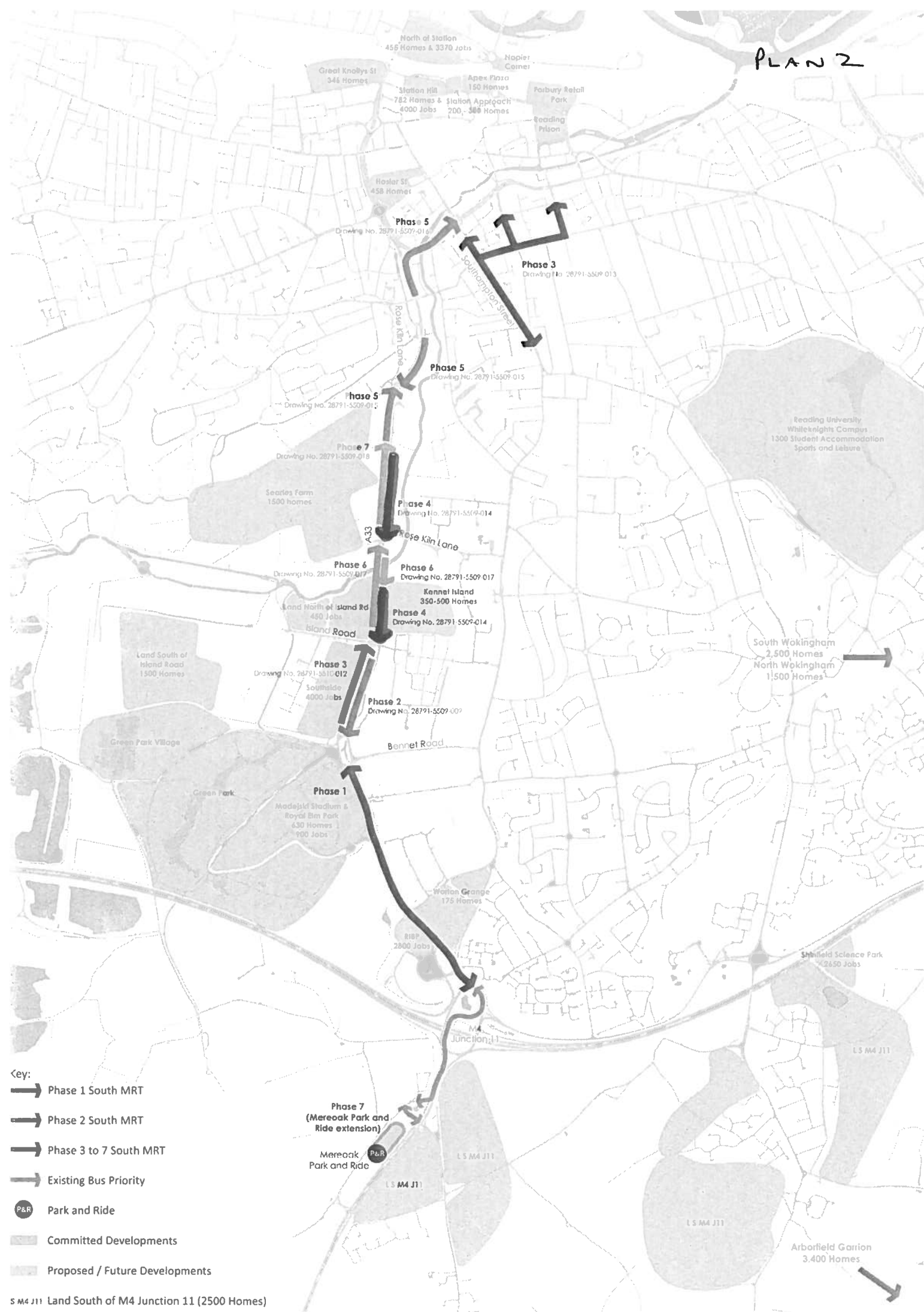
"the Application Land"

"the Mass Rapid Transit Works Phase 4"

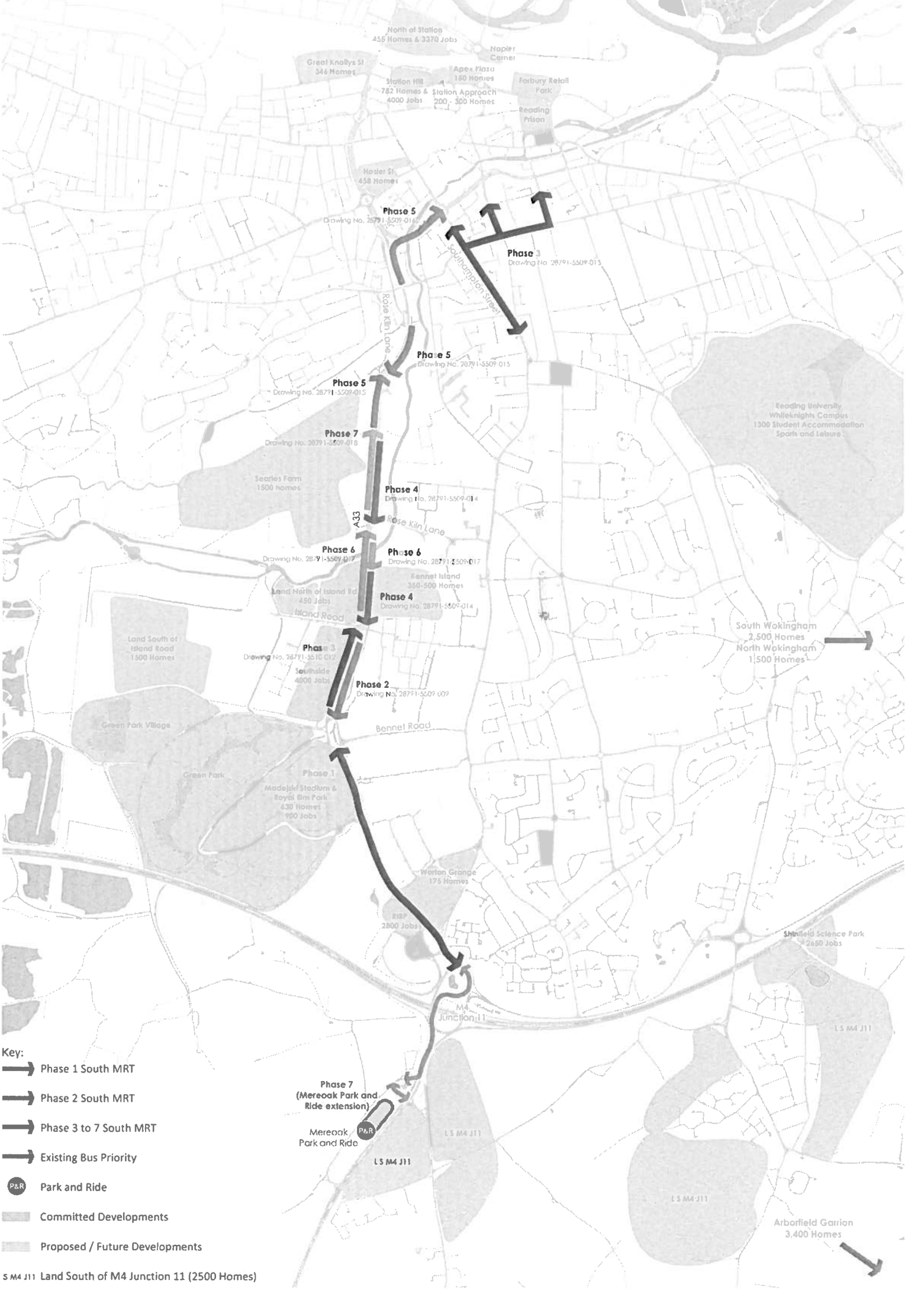
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PLAN 2



S M4 J11 Land South of M4 Junction 11 (2500 Homes)



- Key:**
- Phase 1 South MRT
 - Phase 2 South MRT
 - Phase 3 to 7 South MRT
 - Existing Bus Priority
 - P&R Park and Ride
 - Committed Developments
 - Proposed / Future Developments

s M4 J11 Land South of M4 Junction 11 (2500 Homes)

ANNEXURE 2

(“the Employment Skills and Training SPD”)

Employment, Skills and Training

SUPPLEMENTARY PLANNING DOCUMENT

Final Adopted April 15th 2013

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

Email: ldf@reading.gov.uk



www.reading.gov.uk



Reading
Borough Council
Working better with you

Reading Borough Local Development Framework

Supplementary Planning Document

EMPLOYMENT, SKILLS & TRAINING

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

FINAL ADOPTED SPD APRIL 2013

Head of Planning and Building Control
Reading Borough Council

April 15th 2013

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1.0 Purpose and Status of the Document

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

2.0 Context

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

3.0 Policy Background

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

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

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

³ Centre for Cities Outlook 2012

⁴ Reading Diamond's Local Economic Assessment, 2010

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

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

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

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

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

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

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

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

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

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

4.0 Justification

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

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

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

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

⁸ Index of Multiple Deprivation 2007, DCLG

5.0 Types of Employment, Skills and Training

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

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

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

Construction Phase

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

Pre-Employment Training - construction:

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

Sector Specific Training Activities

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

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

¹⁰ Currently operated by Reading UK CIC

End User Phase

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

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

Pre Employment Training - Catering & hospitality:

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

Sector Specific Training Activities

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

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

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

¹² Currently operated by Reading UK CIC

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

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

¹³ Average cost of construction training

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

¹⁵ Using HCA Employment Density figure – See Appendix 3

¹⁶ Average cost of end user related training

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

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

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

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

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

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

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

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

First principles

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

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

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

	be a minimum of 5 days in total.
(D) Maximising local employment	
Construction	For construction projects generating 50 jobs (FTE's) or more the developer will be make best endeavours to employ at least 50% of all staff on site who are resident in the Reading travel to work area (defined as the Boroughs of Reading, Wokingham and Bracknell). This applies to all supply chain contractors and sub-contractors. For development generating 50 jobs (FTEs) or more the developer agrees to attend local Job Fairs as appropriate. All jobs created to be advertised through Reading Jobcentre Plus to maximise local recruitment opportunities.

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

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

APPENDIX 3: EMPLOYMENT DENSITY

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

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

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

If you need help to fill in or understand this planning document or planning application form, please call 0118 955 3717 or visit Customer Services on the Ground Floor of the Civic Centre.

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

Polish

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Portuguese

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

Punjabi

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

Urdu

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www.reading.gov.uk



Reading
Borough Council
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ANNEXURE 3

(“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: Deloitte Real Estate
Athene Place
66 Shoe Lane
London
EC4A 3BQ

Application No: 160569
Application type: Full Planning Approval

Applicant: Green Park Reading No.1 LLP

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: Development of commercial office buildings (B1 Use Class), access, decked and surface car parking, cycle parking, landscaping, servicing, associated engineering and ancillary works

At: 400 Longwater Avenue RG2 6GP

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: 400 Longwater Avenue RG2 6GP

Application No: 160569

Application type: Full Planning Approval

CONDITIONS & REASONS

1. The development hereby permitted shall begin no later than three years from the date of this 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. This permission relates only to the following plans and drawings and other information received 29th March 2016 (unless otherwise stated):

- Site Plan Proposed Layout - Drawing no: A_PL_003 Rev 01,
- General Arrangements Plan Level- GF - Drawing no: A_PL_100 Rev 01
- General Arrangements Plan Level- 01 - Drawing no: A_PL_101 Rev 01
- General Arrangements Plan Level - 02 - Drawing no: A_PL_102 Rev 01
- General Arrangements Plan Level - 03 - Drawing no: A_PL_103 Rev 01
- General Arrangements Plan Level - 04 - Drawing no: A_PL_104 Rev 01
- General Arrangements Plan Level - Roof - Drawing no: A_PL_105 Rev 01
- General Arrangements Sections East/West and North/South Buildings 1 and 2 - Drawing no: A_PL_200 Rev 01
- General Arrangements Sections East/West Buildings 1 and 2 - Drawing no: A_PL_201 Rev 01
- General Arrangements Sections East/West Buildings 1 and 2 - Drawing no: A_PL_202 Rev 01
- External Envelope Typical North Façade - Drawing no: A_PL_210 Rev 01
- External Envelope Typical South Façade - Drawing no: A_PL_211 Rev 01
- General Arrangements Elevations North and East - Drawing no: A_PL_300 Rev 01
- General Arrangements Elevations South and West - Drawing no: A_PL_301 Rev 01
- General Arrangements Car Parking North Building - Drawing no: A_PL_400 Rev 01
- General Arrangements Car Parking South Building - Drawing no: A_PL_401 Rev 01
- Landscape GA Plan - Drawing no: 537_PL_001
- Landscape Rendered Plan - Drawing no: 537_PL_002
- Tree Protection Plan - Drawing no: MJC-15-0323-03 Rev 1 Sheet 1 & MJC-15-0323-03 Rev 1 Sheet 2, received 7th June 2016
- Tree Survey, Arboricultural Impact Assessment & Tree Protection Plan Rev/ 1, prepared by MJC Tree Services, received 7th June 2016
- Surface Water Drainage Strategy, prepared by PBA, dated April 2016, received 14th July 2016

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3. No development shall take place until details of the materials to be used in the construction of the external surfaces of the development including all external fixtures, fittings, and window frames have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: As no details have been submitted and in the interests of the visual appearance of the building and the area. Adopted Core Strategy (2008, altered 2015) Policy CS7: Design and the Public Realm.

4. Details of any external lighting of the site (to include type and luminance) shall be submitted to and approved in writing by the Local Planning Authority prior to its installation. The approved scheme shall be installed, maintained, and operated in accordance with the approved details.

Reason: As no details have been submitted and in the interests of the visual appearance of the area. Adopted Core Strategy (2008, altered 2015) Policy CS7: Design and the Public Realm.

5. No development shall take place, including any works of demolition, until a Construction Method Statement has been submitted to and approved by the Local Planning Authority. The CMS shall include:

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

(B) Loading and unloading of plant and materials used in constructing the development - Areas to be shown on a plan not less than 1.500

(C) Storage of plant and materials used in constructing the development - Areas to be shown on a plan not less than 1.500

(D) The erection and maintenance of security hoarding /scaffolding if required.

(E) Wheel washing facilities

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

(G) Footpath Closures /Road Closures needed during construction

(H) Traffic Management needed during construction.

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

(J) Control of noise and dust

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

Reason: In the interests of safety, protecting the amenity of local land uses, neighbouring residents and highway safety in accordance with Adopted Core Strategy (2008, revised 2015) Policy CS20: Implementation of Reading Transport Strategy and Sites and Detailed Policies Document (2012, altered 2015) Policy DM12: Access, Traffic and Highway-related Matters

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6. Before occupation of the buildings to which they relate secure, covered and lockable bicycle storage spaces shall be provided and equipped with Sheffield cycle stands in accordance with a layout to be submitted to and approved by the Local Planning Authority.

Reason: To encourage travel by sustainable alternatives to driving a motorcar in accordance with the Local Planning Authority's approved transport policies in accordance with Adopted Core Strategy (2008, altered 2015) Policies CS23: Sustainable Travel and Travel Plans and CS24: Car / Cycle Parking.

7. No building shall be occupied until the access to it has been constructed in accordance with the approved drawing and in compliance with the requirements of the Local Planning Authority for work carried out within the public highway.

Reason: In the interests of road safety in accordance with Adopted Core Strategy (2008, revised 2015) Policy CS20: Implementation of Reading Transport Strategy and Sites and Detailed Policies Document (2012, altered 2015) Policy DM12: Access, Traffic and Highway-related Matters

8. No building shall be occupied until vehicle parking spaces to serve that building have been provided in accordance with the approved plan. The spaces shall thereafter be kept available for parking at all times.

Reason: To ensure that the development is provided with adequate parking facilities in order to reduce the likelihood of roadside parking which could be a danger to other road users in accordance with Adopted Core Strategy (2008, revised 2015) Policy CS20: Implementation of Reading Transport Strategy and Sites and Detailed Policies Document (2012, altered 2015) Policy and Sites and Detailed Policies Document Policy DM12: Access, Traffic and Highway-related Matters.

9. No building shall be occupied until all the visibility splays shown on the approved drawings have been 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 Adopted Core Strategy (2008, revised 2015) Policy CS20: Implementation of Reading Transport Strategy and Sites and Detailed Policies Document (2012, altered 2015) Policy DM12: Access, Traffic and Highway-related Matters

10. Within 3 months of occupation of both parts of the building at 400 Longwater Avenue the Green Park Travel Plan (updated to include this application site) shall be submitted for approval from the Local Planning Authority. The plan shall include a full analysis of the existing / proposed modal split for staff at the 400 Longwater Avenue (including combined data should the property be let to more than one tenant), reasons for the modal choice and detailed proposals for future transport provision with the aim of securing a reduction in car trips generated to and from Green Park.



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Reason: In order to minimise danger, obstruction and inconvenience to users of the highway in accordance with Adopted Core Strategy (2008, altered 2015) Policy CS23: Sustainable Travel and Travel Plans.

11. On the first anniversary of the approval of the Travel Plan an annual review shall be submitted to and approved by the Local Planning Authority. This shall include a detailed survey of the number of movements generated by Green Park and be compared with the initial survey carried out under the terms of the condition above (the 'Control Level'). In the event of any reduction not being secured the owner (or any appointed company acting on the owner's behalf) shall undertake measures, as may first have been agreed in writing by the Local Planning Authority, as are necessary to cause a reduction in the number of car borne trips to the Control Level or below (i.e. the Control Level = maximum level). This may include such options as a greater provision of subsidised transport.

Reason: In order to minimise danger, obstruction and inconvenience to users of the highway in accordance with Adopted Core Strategy (2008, altered 2015) Policy CS23: Sustainable Travel and Travel Plans.

12. Landscaping:

(i) Details of the hard and soft landscaping scheme to be submitted to and approved in writing by the local planning authority prior to commencement. The submitted details shall include:

(a) proposed finished ground levels or contours; means of enclosure; boundaries/ fencing, which demonstrates how hedgehogs and other wildlife will be able to continue to travel across the site (e.g. fences slightly raised above ground level); car parking layouts; other vehicle and pedestrian access and circulation areas, hard surfacing materials, structures and ancillary objects (refuse bins, lighting columns etc); and
(b) proposed and existing functional services above and below ground (e.g drainage, power, communications cables, pipelines etc. indicating lines, manholes etc); and
(c) planting plans; tree pit specifications; 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) Biodiversity enhancements, including integral bird nesting and bat roosting opportunities on and around the new buildings.

ii) Hard surfacing to be designed using SUDS principles.

Reason: To ensure that the works are carried out as approved in the interests of the visual amenities of the area and to ensure biodiversity enhancements, afforded by appropriate landscape design. In accordance with Adopted Core Strategy (2008 altered 2015) Policies CS36: Biodiversity, CS38: Trees, Hedges and Woodlands, and Policy CS7: Design and the Public Realm and paragraphs 1, 99 and 109 of the NPPF.

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13. A schedule of landscape maintenance and aftercare plan, covering a minimum of five years, to be submitted to and approved in writing by the Local Planning Authority prior to the occupation of the building. This shall include that any trees or plants which within 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species.

Reason: to ensure that the works are carried out as approved in the interests of the visual amenity of the area. In accordance with Adopted Core Strategy (2008 altered 2015) Policy CS38: Trees, Hedges and Woodlands, and Policy CS7: Design and the Public Realm

14. The landscaping to be carried out in accordance with the approved landscape scheme prior to occupation or a timetable of occupation to be agreed with the Local Planning Authority. Thereafter the approved landscape maintenance and aftercare plan should be followed.

Reason: to ensure that the works are carried out as approved in the interests of the visual amenities of the area. In accordance with Adopted Core Strategy (2008, altered 2015) Policy CS38: Trees, Hedges and Woodlands, and Policy CS7: Design and the Public Realm.

15. Tree Protection measures to be implemented prior to commencement of development in accordance with the Tree Protection Plans, received 7th June 2016:

- MJC-15-0323- 03 Rev 1 Sheet 1 &
- MJC-15-0323-03 Rev 1 Sheet 2.

and to be maintained in accordance with these details until the development is completed.

Reason: To ensure that the works are carried out as approved in the interests of the visual amenities of the area. In accordance with Adopted Core Strategy (2008, altered 2015) Policy CS38: Trees, Hedges and Woodlands, and Policy CS7: Design and the Public Realm.

16. Submission of Remediation Scheme

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 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.

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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. Adopted Core Strategy (2008, altered 2015) Policy CS34: Pollution and Water Resources.

17. Implementation of Remediation Scheme

The 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) must 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. Adopted Core Strategy (2008, altered 2015) Policy CS34: Pollution and Water Resources.

18. Reporting of Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development not previously identified, development must be halted on that part of the site and it must be reported in writing to the Local Planning Authority.

Following that an assessment of the nature and extent of contamination must be undertaken and where remediation is necessary a remediation scheme, together with a timetable for its implementation, must be submitted to and approved in writing by the Local Planning Authority.

The measures in the approved remediation scheme must then be implemented in accordance with the approved timetable. Following completion of measures identified in the approved remediation scheme a validation report must be submitted to and 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. Adopted Core Strategy (2008, altered 2015) Policy CS34: Pollution and Water Resources.

19. Land Gas

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

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areas due to the presence of land gas. Adopted Core Strategy (2008, altered 2015)
Policy CS34: Pollution and Water Resources.

20. Land Gas Validation - The land gas 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) must be submitted to and approved by the Local Planning Authority prior to any part of the accommodation hereby approved is 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. Adopted Core Strategy (2008, altered 2015)
Policy CS34: Pollution and Water Resources.

21. BREEAM

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

(ii) No part of the development shall be occupied until a Post- Construction review demonstrating compliance with a minimum BREEAM Very Good Standard with minimum score of 6.5 points has been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the development is carried out in accordance with sustainable building standards. Adopted Core Strategy (2008, altered 2015) Policy CS1: Sustainable Construction and Design, and Sites and Detailed Policies Document (2012, altered 2015) Policy DM1: Adaptation to Climate Change, and RBC's Revised Sustainable Design and Construction SPD (2011).

22. Details of the PV cells on the roofs to be submitted and approved prior to their installation and to be installed in accordance with approved details before occupation.

Reason: To ensure that the development is carried out in accordance with sustainable building standards. Adopted Core Strategy (2008, altered 2015) Policy CS1: Sustainable Construction and Design, and Sites and Detailed Policies Document (2012, altered 2015) Policy DM1: Adaptation to Climate Change, and RBC's Revised Sustainable Design and Construction SPD (2011).

23. No development shall take place until the applicant, or their agents or their successors in title, has secured a programme of archaeological work (which may include more than one phase of work) in accordance with a written scheme of investigation, which has been submitted to and approved in writing by the Local Planning Authority. The development shall only take place in accordance with the detailed scheme approved pursuant to this condition.

Reason: To ensure that any archaeological remains within the site are adequately investigated and recorded or preserved in situ in the interest of protecting the archaeological heritage of the Borough in accordance with Adopted Core Strategy

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(2008, altered 2015) Policy CS33: Protection and Enhancement of the Historic Environment.

24. No building hereby permitted shall be occupied until the sustainable drainage scheme for the site has been completed in accordance with the submitted and approved details (Surface Water Drainage Strategy, prepared by PBA, dated April 2016, received 14th July 2016). The sustainable drainage scheme shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan.

Reason: To minimise the flood risk arising as a result of the development and in the interests of preserving or improving groundwater quality. In accordance with Adopted Core Strategy (2008, altered 2015) Policies CS1: Sustainable Construction and Design and CS34: Pollution and Water Resources and Adopted Sites and Detailed Policies Document (2012, altered 2015) Policy DM1: Adaptation to Climate Change, and NPPF Paragraph 103 and associated Practice Guidance.

INFORMATIVES

1. Your attention is drawn to the terms and conditions of this permission. Any development which is carried out but which differs materially from the approved plans and details, or does not comply with any condition(s) or planning obligation(s) attached to the permission may result in the Council taking action to remedy the breach of planning control. If you are in any doubt please contact the Council.

2. Prospective occupiers of the building/s shall sign up to the Green Park Travel Plan.

3. The developer shall ensure that all construction traffic associated with the development hereby approved shall only use the A33 Relief Road (Including Junction 11), and not the residential streets in the Whitley area (including the Basingstoke Road)

4. Conditions 3, 5, 12, 15, 16, 19 & 23 are pre-commencement conditions because the details required to be approved need to be designed or 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.

5. EA Informatives:

Finished floor levels to be raised at least 300mm above the 1% annual probability (1 in 100) flood level with an appropriate allowance for climate change.

The Environment Agency has advised that an Environmental Permit would be required for any works or structures within 8 metres of the top of the bank of designated main rivers.

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The Developer is advised that when handling materials during earthworks consideration should be given to the potential presence of asbestos fibres within the capping materials.

6. Royal Berkshire Fire & Rescue Service has requested that the Applicant provides suitable private fire hydrant(s), or other suitable emergency water supplies and commercial sprinklers to meet Royal Berkshire Fire & Rescue Service requirements.

7. A S106 (ref 4249) legal agreement relates to this permission and secures a financial contribution towards the provision of affordable housing, transport and employment, skills and training in the Borough.

8. The decision to grant planning permission follows the positive and proactive consideration of the issues raised by this planning application, including successful negotiation on Section 106 obligations.

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 THE DATE HEREOF) AS A
DEED by GREEN PARK ONE
INVESTMENT LIMITED (member) and
GREEN PARK TWO INVESTMENT
LIMITED (member) as duly authorised
members of GREEN PARK READING
NO.1 LLP acting by :-)



Signature of director

Duly authorised for and on behalf of **Green Park One Investment Limited**

Andy Williams

Name of director



Signature of director/secretary

Duly authorised for and on behalf of **Green Park One Investment Limited**

Simon Todd
Director

Name of director/ secretary



Signature of director

Duly authorised for and on behalf of **Green Park Two Investment Limited**

Andy Williams

Name of director



Signature of director/secretary

Duly authorised for and on behalf of **Green Park Two Investment Limited**

Simon Todd
Director

Name of 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:-

S. E. Badene

Authorised Signatory

Minute	PAC 20/07/16
Originator	SQ
Seal No.	350/16
Checked	SEU

DATED 23rd January 2017 ~~2016~~

GREEN PARK READING NO.1 LLP (1)

("the Owner")

and

READING BOROUGH COUNCIL (2)

("the Council")

AGREEMENT

constituting a Planning Obligation relating to land at
400 Longwater Avenue, Green Park Business Park, Reading, RG2 6GP

(Planning Application No.160569)

C J Brooks BSc
Head of Legal Services
Reading Borough Council
DX 40124 Reading (Castle Street)
TC15699 IKEN 5362
SQ (4249)
17/11/16