

EUROSPEAK ACADEMY LTD

and

READING BOROUGH COUNCIL

Agreement

in respect of land at

13-16 Market Place Reading RG1 2EG

pursuant to Section 106 of the Town and Country Planning Act
1990 (and all other enabling powers)

Planning application reference number 230626

IKEN Reference 026656

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THIS DEED OF AGREEMENT is Dated 04/09/2024 2024

Between:

- (1) **EUROSPEAK ACADEMY LTD** (company registration number 12351133) of Tunmers Lodge Narcot Lane, Chalfont St. Peter, Gerrards Cross, England, SL9 8TL (the **Owner**); and
- (2) **Reading Borough Council** whose address is at Civic Offices, Bridge Street, Reading RG1 2LU (the **Council**)

Background

- (A) 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.
- (B) The Owner is the proprietor of the freehold interest in the Application Land which is pending registration under HM Land Registry title number BK415825 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.
- (C) The Council's Planning Applications Committee (having regard to the development plan and to all other material considerations) resolved to grant the Planning Permission subject to the Owner entering into planning obligations in the form of this Agreement.
- (D) The Parties have agreed to enter into this Agreement pursuant to the resolution referred to at Recital (D) above.
- (E) The Parties are satisfied that the planning obligations contained in this Agreement are:
 - (i) necessary to make the Development acceptable in planning terms;
 - (ii) directly related to the Development; and
 - (iii) fairly and reasonably related in scale and kind to the Development.

It is agreed as follows:

1 Definitions

- 1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

1990 Act means the Town and Country Planning Act 1990;

Additional Residential Floorspace means any one or more of:

- (a) additional residential units created within the buildings which form part of the Development;
- (b) the addition of new residential floorspace by way of an extension to the buildings which form part of the Development; and
- (c) any additional residential floorspace that may be created on the Application Land;

Affordable Housing means housing accommodation to be provided with some degree of financial subsidy enabling it to be delivered for sale or rent at a price or on

rent terms which are lower than the prevailing open market for similar housing within the Local Area and to be managed and or owned by a Registered Provider or Housing Association for the benefit of Eligible Persons;

Affordable Housing Contribution means the sum of FORTY-FIVE THOUSAND POUNDS (£45,000.00) to be paid to the Council towards the provision of Affordable Housing in the Local Area;

Agreement means this deed of agreement;

Application means the application for the Planning Permission and given the reference number 230626;

Application Land means land at 13-16 Market Place Reading RG1 2EG being land against which this Agreement may be enforced as shown edged in red on drawing number 21/16/70B, a copy of which is appended at Schedule 1 to this Agreement;

Approval means the written approval on behalf of the Council from the Assistant Director of Planning, Transport and Public Protection Services (or such other officer of the Council who is from time to time responsible for dealing with and/or approving matters set out in this Agreement) to the Owner and **Approved** and **Approve** shall be construed accordingly;

Assistant Director of Planning, Transport and Public Protection Services means the Council's Assistant Director of Planning, Transport and Public Protection Services for the time being or such other officer as the Council may from time to time designate;

Benchmark Land Value means ONE MILLION AND TWO THOUSAND POUNDS (£1,002,000.00);

Build Costs mean the costs, expenses, liabilities and other sums reasonably and properly incurred or anticipated to be incurred by or on behalf of the Owner in connection with the acquisition, disposal, construction, marketing and management of the Development including without limitation the following:

- (a) all reasonable and relevant construction costs (to include any site remediation, demolition, stripping out and site clearance works);
- (b) stamp duty land tax and land registry fees;
- (c) the cost of obtaining any statutory approvals, consents or licences or permissions required from any local or competent authority to enable the Owner to carry out and complete the Development;
- (d) any Community Infrastructure Levy (excluding, for the avoidance of any doubt, any surcharges and/or late payment interest) that is payable;
- (e) the sums paid to the Council pursuant to this Agreement (including legal fees incurred in connection with this Agreement) other than the Deferred Contribution;
- (f) finance costs at a rate of seven percent (7.5%)
- (g) any costs relating to the sale, lease or other disposal of the Development (including structural warranties) and all legal, surveyors and other professional fees, agency fees, advertising, marketing, promotional expenses and other costs in connection with any of the items referred to in this definition; and

- (h) the fees of all professional consultants appointed in relation to the Development;

as at the Relevant Date PROVIDED THAT:

- (i) where contracts have been let and/or expenditure committed or incurred with unconnected third parties on an arm's length basis such costs shall represent actual agreed tender prices or expenditure committed or incurred but where the final costs under any such contracts are not known then such final costs shall represent a reasonable estimate of such final costs;
- (ii) where contracts have been let and/or expenditure committed or incurred with connected third parties or otherwise than on an arm's length basis then such costs shall represent reasonable estimates on the assumption that they are procured from unconnected third parties and on an arm's length basis;
- (iii) where contracts have not been let and/or other items of expenditure have not yet been committed or incurred then such costs shall represent reasonable estimates on the assumption that they are procured from unconnected third parties on an arm's length basis; and
- (iv) no items shall be counted more than once;

Building means (as the context permits) any building that comprises part of the Development and **Buildings** shall be construed accordingly;

Carbon Off-Setting Assessment means an as-built assessment prepared by an independent assessor showing:

- a) the improvement in regulated emissions achieved over the Target Emissions Rate in the 2013 Building Regulations for each Residential Unit, and
- b) the calculation of the Zero Carbon Offset Contribution;

Commencement means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act but (for the purposes of this Agreement only) not including any works of removing any above ground materials (excluding buildings) from the Application Land, temporary landscaping, ground investigation, site survey works, construction of boundary fencing or hauling, decontamination, soil investigation and archaeological testing and **Commence** and **Commenced** shall be construed accordingly;

Commencement Notice means a written notice to be served by the Owner upon the Council stating the proposed date of Commencement;

Construction ESP means the ESP to be Approved by the Council which incorporates the Employment and Skills Measures and accords with the construction phase provisions of the Employment Skills and Training SPD;

Construction ESP Contribution means a commuted sum of TWO THOUSAND SEVEN HUNDRED AND NINETY-SEVEN POUNDS AND FIFTY PENCE (£2,797.50) Index Linked to be paid to the Council and applied by its Partner Organisation towards the Employment and Skills Measures;

Contribution means each and every financial contribution (excluding the Council's legal fees and the Monitoring Fee) that is payable by the Owner to the Council in accordance with this Agreement;

Deemed Disposal means a deemed transfer of the freehold interest or grant of a leasehold interest in a Residential Unit or other revenue-generating interests within the Development at Market Value where the Owner does not dispose of the unit or element in question but lets it out or otherwise permits Occupation of it at the Relevant Date;

Deferred Contribution means, in respect of a Viability Review pursuant to Schedule 8, that part of the Surplus (being 50%) to be paid by the Owner and to be used by the Council (if received) towards the provision of Affordable Housing within the Borough;

Deferred Contribution Cap means the sum of EIGHT HUNDRED AND TWELVE THOUSAND TWO HUNDRED AND FIFTY POUNDS (£812,250.00);

Development means the development as set out in Schedule 2 to this Agreement;

Disposal Schedule means a schedule setting out:

- (a) the actual capital or expected capitalised receipts achieved in respect of the Residential Units and other revenue-generating elements of the Development that have been sold as at the Relevant Date; or
- (b) the independently estimated Market Value of any Residential Unit and other revenue-generating elements of the Development that are yet to be sold,

in each case clearly identifying the value of discounts, incentives or allowances allowed by the Owner in respect of each such Residential Unit and other revenue-generating elements of the Development (as the case may be) together with a schedule setting out all rental income generated from the Development either as interim total amounts prior to lettings or estimated rents receivable capitalised using an appropriate commercial all-risks yield rate;

Due Date means the date when a Contribution or sum of money (or any part of it) is required to be paid to the Council in accordance with the terms of this Agreement;

Effective Date means the date of this Agreement;

Eligible Person means a person or household in Housing Need and/or unable to afford housing on the open market at prevailing open market values including those on incomes which are insufficient to enable them to afford housing on the open market and who are nominated by the Council from its housing needs register in accordance with the Council's allocation policy;

Employment and Skills Measures means a reasonable range of employment skills and training measures to be developed by the Council and the 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 in accordance with the Employment Skills and Training SPD;

Employment Skills and Training SPD means the Employment Skills and Training Supplementary Planning Document as adopted by the Council on 15 April 2013;

ESP Monitoring Fee means the sum of twenty-five pounds (£25.00) for each agreed Training Output in respect of any Construction ESP that is Approved by the Council,

to be used by the Council towards the monitoring and co-ordinating of that Construction ESP

Expert means an independent and fit person holding professional qualifications appropriate in light of the subject matter of the dispute, to be appointed (in the absence of agreement between the parties) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications;

Gross Development Valuations means calculations of the Gross Development Value of the Development, provided by three independent RICS valuers and subject to each valuer explicitly owing a duty of care to the Council PROVIDED ALWAYS that if the result of the three valuation calculations differ the Gross Development Value shall be taken to be the average of the three valuations;

Gross Development Value means the aggregate of the following:

- (a) the consideration received on the Transfer of each of the Residential Units (if any);
- (b) in the case of any Residential Unit that has not been Transferred at the Relevant Date, the estimated Market Value of each such Residential Unit;
- (c) the consideration received on each Transfer or Disposal of other revenue-generating elements of the Development;
- (d) in respect of the Transfer or Disposal of the Residential Units and other revenue-generating elements of the Development by way of a part exchange or by way of a swap, the full value of the unit Transferred or Disposed without deduction for the property taken in part exchange;
- (e) in respect of the Transfer or Disposal of a Residential Unit by way of a shared equity scheme, the full amount of the premium payable together with the up-to-date Market Value of any residual interest of the Owner in such Residential Unit;
- (f) any other income received by the Owner from any uses within the Development;
- (g) all non-repayable sums secured from or through third parties in relation to the Development including (without limitation) government relief, grants, incentives, public subsidy and/ or tax opportunities;
- (h) the value of any overage or other performance-related payment attributable to any Transfer or Disposal;
- (i) all other actual sale proceeds, capital payments and receipts paid to, or received by, the Owner (or by others on its behalf) after the date of this Agreement in respect of any Transfer, Disposal and Deemed Disposal; and
- (j) any compensation, damages, interest or other payment or sum of whatever nature not otherwise provided for in this definition received by or, on behalf (or as agent) of, the Owner (or a third party on its behalf) for any purpose whatsoever in respect of the Development;

as at the Relevant Date PROVIDED ALWAYS that all such sale proceeds, capital payments receipts and other income shall only be taken into account once when calculating the gross development value;

Housing Association means a housing association within the meaning of section 1 of the Housing Associations Act 1985;

Housing Need means, in respect of a person or persons, a housing need because their income is insufficient to enable them to rent or buy housing available in the Local Area on the open market determined with regard to local incomes and local house prices;

Index means the Retail Price Index issued by the Office for National Statistics (including any index that replaces it from time to time);

Index Linked means that the amount of each Contribution payable under this Agreement and any other sum referred to in this Agreement shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the Due Date;

Local Area means the Council's administrative area;

Local Labour means workers living within the Local Area or within a radius of 16 kilometres from the boundary of the Local Area;

Marketing means advertisement of and promotion of (where the context so admits):

- (a) land comprised in the Application Land; and/or
- (b) Buildings or parts of Buildings comprised in the Development in such locations and at such a price as would be appropriate and consistent with open market value and otherwise suitably exposed to the market to ensure that the potential occupiers/purchasers could be reasonably expected to be aware of the opportunity

and **Market** shall be construed accordingly;

Market Rent means the estimated amount for which under the terms of this Agreement a property should lease (let) (unconditionally for cash consideration) by private treaty on the date of valuation between a willing lessor and a willing lessee in an arm's-length transaction (after proper Marketing) in which the parties had each acted knowledgeably prudently in full knowledge of this Agreement and without compulsion on the following principal lease terms:

- (a) with vacant possession;
- (b) free from encumbrances;
- (c) that the state of the market level of values and other circumstances were on an earlier assumed date of exchange of contracts the same as on the date of valuation;
- (d) that no account is taken of any additional bid by a prospective purchaser with a special interest;

Market Value means the estimated amount for which an interest in real property should be leased or sold (as the case may be) on the valuation date:

- (a) between a willing lessor/seller and a willing lessee/buyer on appropriate terms in an arm's length transaction;
- (b) after proper marketing for a reasonable period; and

- (c) where the parties had each acted knowledgeably, prudently and without compulsion;

Monitoring Fee means the sum of ONE THOUSAND TWO HUNDRED POUNDS (£1,200.00) as a contribution towards the Monitoring Officer's costs of monitoring the provisions of this Agreement;

Monitoring Officer means the Council's monitoring officer (within the Council's Directorate of Economic Growth and Neighbourhood Services) (or any Directorate replacing it) as designated by the Council to monitor the obligations set out in this Agreement;

Occupation means (as the context permits) beneficial occupation for the purposes permitted by the Planning Permission of any Building (or part of a Building) constructed on the Application Land within the Development PROVIDED THAT, for the avoidance of any doubt, occupation for the purposes of construction, fitting out and marketing shall not constitute Occupation (and **Occupy**, **Occupied** and **Occupier** shall be construed accordingly);

Owner's Profit means an amount equal to 16.95 percent of the Gross Development Value of the Development;

Party means each party to this Agreement and its respective successors and those deriving title under it (and **Parties** shall be construed accordingly);

Partner Organisation means the economic development company Reading UK CIC (Co. Registration No. 5671172) mandated by the Council and the Reading 2021 Local Strategic Partnership to lead on economic development (Memorandum of Understanding dated 5 February 2008) whose registered office is at 5th Floor, Thames Tower, Station Road, Reading, Berkshire, England, RG1 1LX or any successor or similar organisation or organisations having similar objectives to Reading UK CIC and nominated by the Council in writing to the Owner (or nominated in writing by the Owner to the Council and approved in writing by the Council) from time to time as the partner organisation for the purposes of an Approved ESP;

Planning Permission means planning permission for the Development to be granted substantially in the form of the draft decision notice at Schedule 3 to this Agreement;

Practical Completion means complete in all material respects such that it is fit for its intended purpose and available for use and **Practically Completed** shall be construed accordingly;

Prescribed Period means the period commencing on the later of:

- (a) the Due Date; and
- (b) where payment of a Contribution is received by the Council after the Due Date, the date of actual receipt of the relevant payment,

and expiring at the end of ten (10) full financial years (ending 31 March) immediately following the end of either the financial year in which the Due Date falls in the case of (a) above or the financial year in which the actual payment is received by the in the case of (b) above;

Reasonable Endeavours means that (subject to the other terms of this Agreement) the Party under such an obligation will be bound to attempt to fulfil the relevant obligation by the expenditure of such reasonable and proportionate effort and/or

sums of money and the engagement of such professional or other advisors as in all the circumstances may be reasonable to expect PROVIDED THAT the Party will not be required to issue proceedings (including any appeal) in any court, public inquiry or other hearing;

Registered Provider means an affordable housing provider as provided for in the Housing and Regeneration Act 2008;

Relevant Date means the date when the Gross Development Valuations are submitted to the Council in accordance with this Agreement;

Residential Unit means any residential dwelling in the Development (and **Residential Units** shall be construed accordingly);

Subsequent Affordable Housing Contribution means a financial contribution payable by the Owner to the Council for the provision of Affordable Housing in the Local Area (in lieu of the provision of Affordable Housing Units on the Application Land) and the financial contribution payable shall be based on the area comprising the Whole Property Floorspace and the Council's Affordable Housing Development Plan Policies and any Supplemental Planning Document on Affordable Housing for the time being in force;

Subsequent Planning Permission means a planning permission that is granted in the event of any subsequent application for planning permission for the further development of the Application Land which authorises the creation of Additional Residential Floorspace to be used for C3 residential purposes;

Supporting Evidence means the following:

- (a) for any costs actually incurred at the Viability Review Trigger Date, receipted invoices or other evidence of payment or staged payment certified by the Owner's quantity surveyor or costs consultant or other professional (subject to such person expressly owing a duty of care to the Council);
- (b) for any costs yet to be incurred at the Viability Review Trigger Date, the up-to-date best estimate of such costs by the Owner or where available by the Owner's quantity surveyor or costs consultant or other professional (subject to such person expressly owing a duty of care to the Council);
- (c) for sale proceeds and all other monies and/or income received at the Viability Review Trigger Date, the Disposal Schedule together with certified copies of sale contracts or completion statements by the Owner's solicitor (subject to such solicitor expressly owing a duty of care to the Council); and
- (d) in relation to any Residential Unit or other revenue-generating element of the Development which is unsold and/or any element of the Development which remains vacant or not let at the Viability Review Trigger Date, then an independently obtained independent 'Red Book' valuations of the Market Value of the relevant Residential Unit(s) and/or other revenue-generating element of the Development (as the case may be);

Surplus means the sum that equates to the Gross Development Value less:

- (a) the Build Costs as derived from the Updated Viability Appraisal; and
- (b) the Owner's Profit; and
- (c) the Benchmark Land Value;

Training Output means, in respect of the Construction ESP, the relevant outputs for that Construction ESP as listed in appendix 1 to the Employment Skills and Training SPD;

Transfer means:

- (a) the completion of the transfer of the freehold interest; or
- (b) the grant of a leasehold interest (for a term of not less than one hundred and twenty-five (125) years),

and for the avoidance of doubt Transfer shall not mean the exchange of contracts (and **Transferred** shall be construed accordingly);

Updated Viability Appraisal means a viability appraisal in respect of the Development which shall be carried out in accordance with all relevant published industry, professional and government guidance in relation to viability by an individual who is a professional member of the Royal Institution of Chartered Surveyors and to be presented in 'Argus developer' format in order to assess whether there is a Surplus as at the Relevant Date to be used towards the payment of a Deferred Contribution in accordance with the terms of this Agreement and which, for the avoidance of doubt, shall be paid for in full by the Owner (including the cost of any external advisors/consultants);

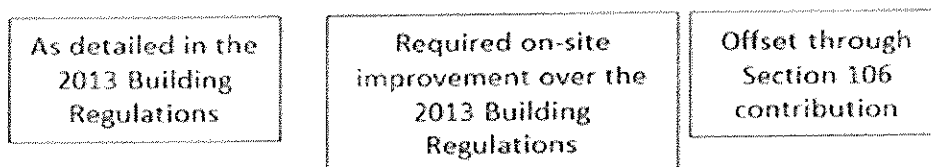
Viability Review Trigger Date means the date of Occupation of the eighth (8th) Residential Dwelling;

Whole Property Floorspace means the aggregate of (a) the floorspace comprising the residential units/New Dwellings within the Application Land as part of the Development and (b) the Additional Residential Floorspace;

Working Days means any day (other than Saturdays Sundays or public holidays in England) when banks in London are open for business; and

Zero Carbon Offset Contribution means a contribution towards carbon off-setting within the Borough of ONE THOUSAND EIGHT HUNDRED POUNDS (£1,800) per remaining tonne (calculated as SIXTY (£60) / tonne over a THIRTY (30) year period), where the remaining tonnage is calculated in accordance with the formula set out in the Sustainable Design and Construction SPD as adopted by the Council in December 2019 as follows:

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



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 successors in title and assigns and personal representatives.
- 2.7 References in this Agreement to the Council shall include any successor to its functions as the local planning authority in relation to the Application Land and any body to which all or part of its functions may lawfully have been transferred.
- 2.8 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 and an obligation on a person to do something includes an obligation to procure that thing to be done.
- 2.9 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.
- 2.10 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.
- 2.11 Save as specified to the contrary 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.
- 2.12 A reference to writing or written does not include faxes or e-mail.
- 2.13 References to Clauses, Plans, Schedules, Paragraphs and Appendices are to the Clauses, Plans, Schedules, Paragraphs and Appendices of this Agreement.

3 Legal Effect

- 3.1 This Agreement is made pursuant to:
- (a) section 106 of the 1990 Act;
 - (b) section 1 of the Localism Act 2011;
 - (c) section 111 of the Local Government Act 1972; and
 - (d) all other enabling powers,
- with an intent to bind the Owner's interest in the Application Land (and each and every part of it) subject to the provisions of Clauses 4 (conditionality), 5 (the Owner's obligations), 7.2 (lapse) and 7.5 (release).
- 3.2 This Agreement is a planning obligation within the meaning of section 106 of the 1990 Act and the obligations contained within it shall, subject to the provisions of the Agreement, be enforceable by the Council against the Owner (including its successors in title and those deriving title from the Owner).

- 3.3 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

- 4.1 Unless otherwise required in order to give legal effect to any provision in this Agreement, this Agreement is conditional upon:

- (a) the grant of the Planning Permission; and
- (b) the Commencement of the Development,

save for Clause 7 which shall come into effect upon the Effective Date.

5 Owner's Obligations

- 5.1 The Owner covenants with the Council, so as to bind the entirety of its interest in the Application Land, to comply with the restrictions, covenants and requirements set out in Schedules 4 (Triggers), 5 (Employment Skills and Training), 6 (Affordable Housing Contribution), 7 (Carbon Zero Offset) and 6 (Viability Review) of this Agreement.

- 5.2 The Owner covenants with the Council:

- (a) not to Commence unless and until it has served a Commencement Notice and
- (b) not to encumber nor deal with the Application Land (or any part of it) in any manner pursuant to which the Owner may be prevented from carrying out its covenants and obligations contained in this Agreement PROVIDED THAT nothing in this clause 5.2 or this Agreement will prevent the Owner from granting a charge or mortgage over the Property.

6 Council's Obligations

- 6.1 The Council covenants with the Owner to observe and perform the obligations on its part contained in Schedule 9 to this Agreement.

7 Agreements and Declarations

7.1 Fees

- 7.1.1 The Owner covenants with the Council to pay on or before the Effective Date:

- (a) the Council's reasonable legal costs and expenses incurred in the preparation, negotiation, and completion of this Agreement in the sum of TWO THOUSAND FIVE HUNDRED POUNDS (£2,500.00); and
- (b) the Monitoring Fee.

7.2 Lapse

- 7.2.1 The obligations in this Agreement shall cease to have effect (insofar only as they have not already been complied with) if the Planning Permission is quashed, revoked or modified (without the consent of the Owner) or is withdrawn or expires prior to Commencement of the Development.

7.3 Future Development

- 7.3.1 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) that is granted (whether or not on appeal) after the date of this Agreement.

7.4 Statutory Undertakers

7.4.1 This Agreement shall not be enforceable against any statutory undertakers (including their successors in title) that shall acquire an interest in the Application Land for the purpose of providing services to or for the Development or neighbouring developments.

7.5 Release

7.5.1 The Owner shall upon parting:

- (a) with its interest in any part of the Application Land be released from all obligations and duties under the terms of this Agreement insofar as they relate to, or are binding on, that part of the Application Land; and
- (b) with the entirety of its interest in the Application Land be released from all liabilities whatsoever under the terms of this Agreement.

7.5.2 The releases provided for in Clause 7.5.1 shall not apply to any prior or existing breach of this Agreement as at the date of disposal.

7.6 Right of access

7.6.1 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 for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

7.7 No waiver

7.7.1 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 of any of them by the Owner.

7.8 No Fetter on Discretion

7.8.1 Nothing in this Agreement shall fetter or prejudice the Council's statutory rights, powers, discretions and responsibilities under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

7.9 Severance

7.9.1 Each clause, sub-clause, schedule or paragraph shall be separate, distinct and several from each other to the extent only that if any clause, sub-clause, schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause, schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, sub-clause, schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause, schedule or paragraph contained in this Deed.

7.10 Indexation

- 7.10.1 The amount of each Contribution and any other sum payable under this Agreement shall be Index Linked.

7.11 Interest on unpaid monies

- 7.11.1 If any Contribution and/or other sum due under this Agreement is paid late the Owner shall pay to the Council interest at the rate of eight percent (8%) per annum above the base rate of the Bank of England for the time being in force on the sum of the Contribution due or (as the case may be) on any amount of that Contribution which may be outstanding from the date on which the Contribution (or the relevant part of it, as the case may be) is due to be paid in accordance with the terms of this Agreement up to the date of actual payment of the Contribution (or the relevant part of it, as the case may be).
- 7.11.2 Any interest paid or payable pursuant to Clause 7.11.1 above shall be deemed to be part of the Contribution or sum due to which such interest relates.

7.12 Payments to the Council

- 7.12.1 All Contributions and other sums due to the Council under the terms of this Agreement shall (unless otherwise notified in writing by the Council to the Owner) 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

Account: Reading Borough Council quoting reference: s106/230626/026656 or other reference quoted by the Council in the relevant S106 Demand Notice issued in respect of the obligation,

and the Council will not alter the account details without giving formal notice to such effect in accordance with Clause 7.13.

- 7.12.2 No Contribution or other sum required under this Agreement (or part of it) shall be paid to the Council earlier than eight (8) weeks before the Due Date.

7.13 Mortgagee Protection

Any future lender whose interest in the Property is bound by the terms of this Agreement shall not be personally liable for any breach of the obligations in this Agreement unless committed or continuing at a time when the lender is in possession of all or any part of the Property.

7.14 Notice

- 7.14.1 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 specified in Clause 7.13.2 or such other address as may from time to time be notified for the purpose by notice in writing by any Party to the other Party 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.

7.14.2 The address for any notice or other written communication is as follows:

(a) in respect of the Council

Civic Offices, Bridge Street, Reading RG1 2LU

(b) in respect of the Owner

Tunmers Lodge Narcot Lane, Chalfont St. Peter, Gerrards Cross, England,
SL9 8TL

or such other address as has been notified to the other Party as set out in this Clause 7.13.

7.14.3 The Owner shall ensure that any notice or other written communication that is required to be served on the Partner Organisation pursuant to this Agreement shall be copied to the Council (at the address specified in Clause 7.13.2 above) at the same time.

7.15 Consents and Approvals

7.15.1 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.

7.16 Dispute Resolution

7.16.1 In the event of any dispute arising between the Parties (which cannot be resolved by the Parties) in respect of this Agreement either Party may at any time require by notice in writing to the other Party an independent expert (the **Expert**) to resolve the dispute in accordance with the provisions of this Clause 7.15 and as follows:

- (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;
- (b) in the case of a dispute regarding physical 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.

7.16.2 The Expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant to this Clause.

7.16.3 The Expert shall be appointed within one (1) month of an application being made by one of the Parties pursuant to Clause 7.15.1.

7.16.4 The Expert shall be entitled to invite written representations from each of the Parties.

7.16.5 The Expert shall act as an expert and not as an arbitrator.

- 7.16.6 The costs of the dispute shall be payable by the Parties in such proportion as may be determined by the Expert and failing such determination to be borne in equal shares by the Parties.
- 7.16.7 The decision of the Expert shall be final and binding on the Parties save in the case of manifest and material error.
- 7.16.8 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practical timescales allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of his appointment to act.
- 7.16.9 Nothing in Clauses 7.15.1 – 7.15.8 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Agreement.

7.17 Future Section 73 Permission(s)

- 7.17.1 In the event that any new planning permission(s) in respect of the Development is or are granted by the Council pursuant to section 73 of the 1990 Act (**Future S73 Permissions**) and unless otherwise agreed between the parties with effect from the date that the new planning permission is granted pursuant to section 73 of the 1990 Act:

- (a) the obligations in this Agreement shall (in addition to continuing to bind the Application Land in respect of the Planning Permission) relate to and bind the Application Land in respect of development pursuant to that Future S73 Permission; and
- (b) the definitions of Application, Development and Planning Permission shall be construed to include reference to any application for that Future S73 Permission(s), the Future S73 Permission(s) granted pursuant to that application and the development permitted by that Future S73 Permission(s); and
- (c) this Agreement shall be endorsed with the following words in respect of that Future S73 Permission(s) (with the blank spaces completed with the reference number and date of issue of the relevant Future S73 Permission(s)):

'The obligations in this Agreement relate to and bind the Application Land in respect of development pursuant to a new planning permission reference [] granted on [] 20[] pursuant to section 73 of the Town and Country Planning Act 1990 (as amended).'

PROVIDED THAT nothing in this Clause shall fetter the general discretion of the Council in determining any application(s) under section 73 of the 1990 Act including a requirement for a new deed or a supplemental deed to be entered into pursuant to section 106 and/or section 106A of the 1990 Act before that application is determined by the Council.

7.18 Third Party Rights

- 7.18.1 Unless the right of enforcement is expressly granted and except in relation to:

- (a) any successor bodies of the Council; and
- (b) any successors in title of and those deriving title under the Owner,

it is not intended that a third party should have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

7.18.2 This Agreement may be rescinded or varied without the consent of a third party to whom an express right to enforce any of its terms has been provided.

7.19 Local Land Charge

7.19.1 This Agreement is and shall be registered as a local land charge by the Council.

7.20 Change of Ownership

7.21 Save for disposal of individual Residential Units and any disposal to a statutory undertaker/utility company the Owner shall provide the Council with written notice of any change in ownership of its interest in the Application Land before all the obligations under this Agreement have been discharged within ten (10) Working Days of any such change occurring PROVIDED THAT such written notice shall include details of the name and address of the current and new owner of such interest(s) together with details of that part of the Application Land to which each of their interests apply.

7.22 Jurisdiction

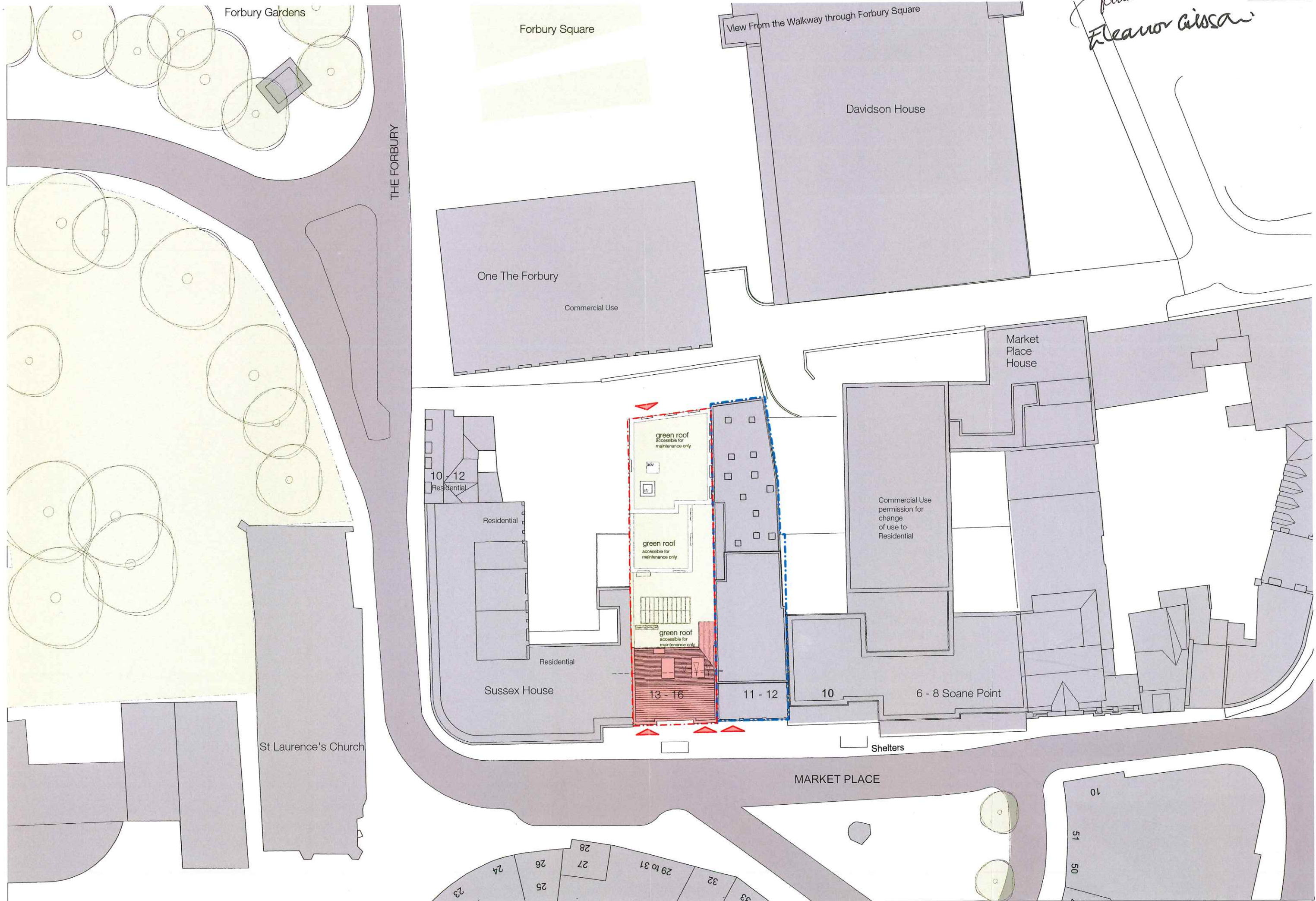
7.23 This Agreement is governed by and interpreted in accordance with the law of England.

In witness whereof the Parties have executed this Agreement as a deed the day and year first above written.

Schedule 1 – Plans and Drawings

Drawing number 21/16/70B Proposed Site Plan (Application Land)

*Simon J. L.
Fleanor Gisson*



Schedule 2 – the Development

Change of use of upper floors of Nos 13-16 Market Place to 4 residential units and erection of 2-storey extension creating access from Nos 11-12 Market Place. Demolition of existing rear additions and erection of a 4/5-storey building to create 11 residential units accessed from the rear, with Class E use at basement and ground floor and various associated works

Schedule 3 - Draft Planning Permission

[APPEND DRAFT DECISION NOTICE]



Reading
Borough Council
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Steven J. L. Pearson

**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: Danks Badnell Architects Ltd
Kings Stables
Osborne Mews
Windsor
SL4 3RG

Application No: 230626
Application type: Full Planning Approval

Applicant: Eurospeak Academy Ltd

READING BOROUGH COUNCIL as Local Planning Authority **GRANT FULL** planning permission for the following development in accordance with the plans and supporting information submitted in connection with this application.

Proposal: Change of use of upper floors of No's 13-16 Market Place to 4 residential units and erection of 2-storey extension creating access from No's 11-12 Market Place. Demolition of existing rear additions and erection of a 4/5-storey building to create 11 residential units accessed from the rear, with Class E use at basement and ground floor and various associated works.

At: 13-16 Market Place Reading RG1 2EG

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:

Assistant Director of Planning, Transport and
Public Protection Services

Application At: 13 Market Place Reading RG1 2EG

Application No: 230626

Application type: Full Planning Approval

CONDITIONS & REASONS

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

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

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

21/16/25A - Proposed Demolition Plans [Basement, Ground & First Floors]

21/16/26A - Proposed Demolition Plans [2nd, & roof]

21/16/27A - Proposed Demolition Elevations

21/16/28A - Proposed Demolition Elevations

21/16/29B - Proposed Block Plan

21/16/81A - Proposed Sections

As all received on 22/06/2023

21/16/02B - [Existing] Site Plan

21/16/04E - Existing Plans [2nd, Attic & Roof Plan]

21/16/05C - Existing Elevations

21/16/06A - Existing Elevations

21/16/75B - Proposed Context Elevations

As all received on 27/06/2023

21/16/77B - Proposed Elevations (1)

21/16/78B - Proposed South Elevation

21/15/91 - Planter Screen

As all received on 15/08/2023

21/16/70B - Proposed site plan

21/16/72E - Mezzanine and First Floor Plans

21/16/73D - Second and Third Floor Plans

21/16/74D - Fourth and Roof Plans

21/16/79D - Proposed Elevations

As all received on 06/12/2023

Date:



Assistant Director of Planning, Transport and
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21/16/03F - Existing Plans [Basement, Ground & First floor], as received 07/12/2023

21/16/76C - Proposed Context Elevations, as received 11/12/2023

21/16/71G - Ground and Basement Floor Plans, as received 09/05/2024

Reason: For the avoidance of doubt and to ensure that the development is carried out and adhered to in accordance with the application form and associated details hereby approved.

3. No development, barring any demolition works, shall commence until a schedule of all materials to be used in the construction of the external surfaces of the development have been submitted to and approved in writing by the Local Planning Authority. Details shall include manufacturer's specification details of all external facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site - approved details to then be retained on site throughout the duration of the construction of the development). The development shall be carried out and thereafter maintained in accordance with the details approved.

Reason: These details are required due to insufficient information being contained within this submission and in the interests of visual amenity and ensuring the new development responds positively to the local context and character, including the historic features of the listed building, the setting of nearby listed buildings and the character and appearance of the Market Place / London Street Conservation Area, in accordance with Policies CC7, EN1, EN3, EN6 and CR2 of the Reading Borough Local Plan 2019.

4. The flat roof areas of the development hereby permitted shall not be used as a balcony, roof garden or similar amenity area, unless where stated on the approved plans, without the grant of further specific planning permission from the Local Planning Authority.

Reason: To safeguard the amenities of separate future occupiers and the adjoining premises from possible noise and disturbance, overlooking and loss of privacy, in accordance with Policies CC8 and CR6 of the Reading Borough Local Plan 2019.

5. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and/or re-enacting that Order) the two approved windows at first floor level on the inward facing east elevation (specified as 'obs. glazed' on approved plan 21/16/72E - Mezzanine and First Floor Plans as received on 06/12/2023) and the two approved windows at second

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floor level on the inward facing east elevation (specified as 'obs. glazed' on approved plan 21/16/73D - Second and Third Floor Plans as received on 06/12/2023) shall not be openable below a height of 1.7 metres when measured from the floor level of the room within which it is located. Each window shall be glazed with obscure glass before first occupation of the development hereby approved and shall be maintained as such at all times thereafter. The approved balustrade on the southern boundary at first floor level (specified as '1250mm obscured glazed balustrade on approved plan 21/16/72E - Mezzanine and First Floor Plans as received on 06/12/2023 and also shown on 21/16/78B - Proposed South Elevation as received on 15/08/2023) shall be glazed with obscure glass before first occupation of the development hereby approved and shall be maintained as such at all times thereafter.

Reason: To safeguard the amenities of the adjoining premises from overlooking and loss of privacy in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

6. Notwithstanding the provisions of Class 12 of Schedule 3 of the Town and Country Planning (Control of Advertisements) Regulations 2007 (as amended), the Market Place ground floor windows shall retain 'active window displays' along the length of the frontages, without the installation of window vinyls, roller shutters, or similar which would obscure visibility between the public realm and the unit during the unit's operating hours.

Reason: In the interests of retaining a vibrant and attractive streetscene and improving active surveillance, in line with Policies CC7, CR7, RL1 and OU5 of the Reading Borough Local Plan 2019.

7. Notwithstanding the provisions of Schedule 2, Part 3 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking or re-enacting that Order with or without modification), the ground floor of the building shall be used for Class E (a), E (b), E (c), E (d), E (e) or E (f) only and for no other purpose (including any other purpose in the same Use Class of the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020, or in any provision equivalent to that Class in any statutory instrument revoking or re-enacting that Order with or without modification).

Reason: Another alternative use of the premises which may otherwise be permitted by virtue of the above Orders could be harmful to the vitality and viability of the primary frontage within the regional centre, in accordance with Policies RL1 and CR7 of the Reading Borough Local Plan 2019.

8. No part of the commercial / non-residential floorspace of the building shall be used by members of the public outside the hours of 07:00 hours to 23:00 hours on Mondays

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to Saturdays and 08:00 hours to 20:00 hours on Sundays, Bank Holidays and other statutory holidays.

Reason: In order to protect local residents and users of the area in general from unreasonable disturbance arising from the use(s) in accordance with Policies CC7, CC8, EN16 and CR6 of the Reading Borough Local Plan 2019.

9. No change to the unit mix (4 x 1-bedroom units, 10 x 2-bedroom units and 1 x 3-bedroom unit) shall be made to the development hereby permitted without written approval from the Local Planning Authority.

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

10. No development shall commence on site, barring demolition, until a site security strategy is submitted to and approved in writing by Local Planning Authority. The site security strategy shall include details of a robust access control strategy, including external lighting and CCTV details. The approved measures contained within the site security strategy shall be implemented prior to the first occupation of any residential unit hereby approved and permanently retained and maintained thereafter.

Reason: To protect the amenity of future occupiers of the proposed development and in the interests of safeguarding the character and appearance of the buildings and the wider immediate area, in accordance with Policies CC7 and CC8 of the Reading Borough Local Plan 2019.

11. No development shall commence on site, barring demolition, until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that all of the new build dwellings hereby permitted will achieve a minimum of a 35% improvement in the dwelling emission rate over the target emission rate, as defined in The Building Regulations for England Approved Document L1A: Conservation of Fuel and Power in New Dwellings (2013 edition), a commitment in writing that a S106 contribution will be made to the Local Authority to account for any remaining emissions, and will be built to the higher water efficiency standard under Regulation 36(3),. Such evidence shall be in the form of a 'Design Stage' Standard Assessment Procedure (SAP) Assessment, produced by an accredited energy assessor.

Reason: These details are required due to insufficient information being contained within this submission and in order to ensure that the development is carried out in accordance with sustainable building standards in accordance with Policies CC2 and H5 of the Reading Borough Local Plan 2019.

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12. The new build residential development hereby permitted shall not be occupied until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that all of the new build dwellings hereby permitted have achieved a minimum of a 35% improvement in the dwelling emission rate over the target emission rate, as defined in The Building Regulations for England Approved Document L1a: Conservation of Fuel and Power in New Dwellings (2013 edition), a S106 contribution has been made to the Local Authority to account for any remaining emissions, and that it has been built to the higher water efficiency standard under Regulation 36 (3). Such evidence shall be in the form of an 'As Built' Standard Assessment Procedure (SAP) assessment, produced by an accredited energy assessor.

Reason: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policies CC2 and H5 of the Reading Borough Local Plan 2019.

13. No development shall commence on site, barring demolition, until a copy of an Interim BREEAM Certificate in accordance with the BREEAM Sustainability Standard demonstrating compliance with a minimum standard of BREEAM Very Good rating, in relation to the non- residential component of the development hereby permitted, has been submitted to and approved in writing by the Local Planning Authority.

Reason: These details are required due to insufficient information being contained within this submission and in order to ensure that the development is carried out in accordance with sustainable building standards in accordance with Policy CC2 of the Reading Borough Local Plan 2019.

14. Prior to the first occupation of any non-residential floorspace within the development hereby approved, a copy of a Final BREEAM Certificate in accordance with the BREEAM Sustainability Standard following a post-construction stage review carried out by a licensed assessor has been submitted to and approved in writing by the Local Planning Authority, demonstrating that the non-residential component of the development has attained as a minimum the standard set out in the Interim BREEAM Certificate referred to in condition 13.

Reason: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policy CC2 of the Reading Borough Local Plan 2019.

15. No development shall commence on site, barring demolition, until a copy of an Interim BREEAM Certificate in accordance with the BREEAM Sustainability Standard demonstrating compliance with a minimum standard of BREEAM Very Good rating, in relation to any converted to residential floorspace within the development hereby

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permitted, has been submitted to and approved in writing by the Local Planning Authority.

Reason: These details are required due to insufficient information being contained within this submission and in order to ensure that the development is carried out in accordance with sustainable building standards in accordance with Policies CC2 and H5 of the Reading Borough Local Plan 2019.

16. Prior to the first occupation of any converted to residential floorspace within the development hereby approved, a copy of a Final BREEAM Certificate in accordance with the BREEAM Sustainability Standard following a post-construction stage review carried out by a licensed assessor has been submitted to and approved in writing by the Local Planning Authority, demonstrating that the converted to residential component of the development has attained as a minimum the standard set out in the Interim BREEAM Certificate referred to in condition 15.

Reason: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policies CC2 and H5 of the Reading Borough Local Plan 2019.

17. * A) No development shall take place/commence until a programme of archaeological work including a Written Scheme of Investigation (WSI) has been submitted to, and approved by, the local planning authority in writing. The WSI shall include an assessment of significance and research questions; and:

1. The programme and methodology of site investigation and recording
2. The programme for post investigation assessment
3. Provision to be made for analysis of the site investigation and recording
4. Provision to be made for publication and dissemination of the analysis and records of the site investigation
5. Provision to be made for archive deposition of the analysis and records of the site investigation
6. Nomination of a competent person or persons/organisation to undertake the works set out within the WSI.

B) The Development shall take place in accordance with the WSI approved under condition (A). The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the WSI approved under condition (A) and the provision made for analysis, publication and dissemination of results and archive deposition has been secured.

Reason: The site lies in an area of archaeological potential, particularly for, but not limited to, Medieval remains. The potential impacts of the development can be

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mitigated through a programme of archaeological work. Archaeological monitoring or evaluation will ensure preservation, either by record or in situ, of any heritage assets present on the site in a manner appropriate to their significance, in accordance with paragraph 211 of the NPPF 2023 and Policies EN1 and EN2 of the Reading Borough Local Plan 2019.

18. The glazing, ventilation and any other mitigation specified including measures to protect occupants from noise from the ground floor shall be installed in accordance with the specifications recommended within the Noise Assessment submitted with the application [Noise Assessment by Venta Acoustics Ref VA4509.230228.NIA, dated 28/02/2023, as received on 09/05/2023]. The noise mitigation measures shall be retained as approved at all times thereafter.

Reason: In order to protect the amenity of future occupants of the proposed development in accordance with Policies CC8, EN16 and CR6 of the Reading Borough Local Plan 2019.

19. No mechanical plant shall be installed until a noise assessment of the proposed mechanical plant has been submitted and approved by the Local Planning Authority. The assessment shall be carried out for in accordance with BS4142:2014+A1:2019 methodology. The predicted specific sound level (LAeq,TR) (with reference to BS:4142) as measured at a point 1 metre external to the nearest noise-sensitive facade shall be at least 10dB below the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The predicted rating level, LAr,Tr (specific sound level plus any adjustment for the characteristic features of the sound) as measured at a point 1 metre external to the nearest noise-sensitive facade (habitable window of a dwelling) shall not exceed the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The plant shall thereafter only be installed in accordance with the assessment and shall thereafter be maintained so that it operates to the same standard.

Reason: To safeguard the amenities of the adjoining premises and the area generally, in accordance with Policies CC8 and EN17 of the Reading Borough Local Plan 2019.

20. Prior to the first occupation of any Class E (d) gym use hereby approved, a noise assessment shall be submitted to and approved, in writing, by the Local Planning Authority. The noise assessment shall include an assessment of the noise environment within the unit and inclusion of any required mitigation measures (including to the internal structure of the unit itself) to protect nearby occupiers from noise and disturbance, including structure borne noise. The scheme itself shall be designed, specified and constructed so that the sound insulation performance of the resultant structure is such that the indoor ambient noise levels within adjoining and nearby premises do not exceed the appropriate values for the use of the premises detailed in

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Table 4 of BS 8233:2014 as a result of noise from the gym and the impact noise does not cause disturbance to occupiers. Thereafter, the development shall not be carried out other than in accordance with the approved scheme which shall be completed before the first occupation of any gym use, and retained and maintained as such thereafter.

Reason: To protect the amenity of future users of the building, in accordance with Policies CC8, EN16 and CR6 of the Reading Borough Local Plan 2019.

21. No Class E (b) (Sale of food and drink for consumption (mostly) on the premises) use shall commence on site until an odour assessment has been carried out and a detailed odour management plan to include scaled plans, odour control specifications and a maintenance plan has been submitted to and approved in writing by the Local Planning Authority. Reference shall be made to the DEFRA guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems (Jan 2005) when assessing potential odours and selecting appropriate odour control methods. Thereafter, the development shall not be carried out other than in accordance with the approved scheme and be retained and maintained as such.

Reason: These details are required due to insufficient information being contained within this submission and to safeguard the amenity of adjoining properties and to protect the general environment in accordance with Policies CC8, EN16 and CR6 of the Reading Borough Local Plan 2019.

22. Prior to the first occupation of any residential unit hereby approved, the development shall be carried out in accordance with the air quality mitigation measures specified within the Air Quality Assessment by Syntegra Consulting Ref 22-9313, dated 22/11/2022, as received on 09/05/2023. The air quality mitigation measures shall be retained as approved at all times thereafter.

Reason: In order to protect the health of future occupants of the proposed development in accordance with Policies CC8, EN15 and CR6 of the Reading Borough Local Plan 2019.

23. No construction, demolition or associated deliveries shall take place outside the hours of 0800hrs to 1800hrs Mondays to Fridays, and 0800hrs to 1300hrs on Saturdays, and not at any time on Sundays and Bank or Statutory Holidays.

Reason: In order to protect occupiers of nearby properties from unreasonable disturbance from works connected with implementing this permission in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

Date:



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24. No materials or green waste produced as a result of the clearance of the site, demolition works or construction works associated with the development hereby approved shall be burnt on site.

Reason: In the interests of air quality, the amenity of neighbours, and to promote more sustainable approaches to waste management in accordance with Policies CC8, EN15 and CC6 of the Reading Borough Local Plan 2019.

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

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

The measures within the approved Statement shall be adhered to throughout the demolition and construction period.

Reason: These details are required due to insufficient information being contained within this submission and in the interests of protecting the amenity of local land uses or neighbouring residents, the character of the area and highway safety in accordance with Policies CC8, EN15, EN16 and TR3 of the Reading Borough Local Plan 2019.

26. No dwelling/building hereby permitted shall be occupied until the bicycle parking facility for that dwelling/building has been provided in accordance with the plans

Date:

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hereby approved. The facility shall be kept available for bicycle parking at all times thereafter.

Reason: To encourage travel by sustainable alternatives to driving a motorcar in accordance with Policies TR1 and TR5 of the Reading Local Plan 2019.

27. No residential unit hereby approved shall be occupied until the Local Planning Authority has been notified in writing of the full postal address of the unit(s) hereby approved. The notification shall be sent to the Local Planning Authority quoting the application reference specified on this Notice.

Reason: In order that the Council can update its records to ensure that parking permits are not automatically issued to the occupiers of the new residential units hereby approved, and thus ensure that the development does not harm the existing amenities of the occupiers of neighbouring residential properties by adding to the already high level of on street car parking in the area in accordance with Policies TR3 and TR5 of the Reading Borough Local Plan 2019.

28. Prior to any agreement being entered into for a new occupation of, or transfer of any interest in, the residential unit(s) hereby approved, the prospective occupier/transferee shall be informed that there is no automatic entitlement to a car parking permit for any existing residential parking permit schemes and future schemes on adjacent and surrounding streets. All material used for advertising or marketing the residential unit(s) for letting or sale shall make it clear to prospective tenants and occupiers that they will not be automatically entitled to a parking permit, but any application for a parking permit will be considered on its merits.

Reason: In order that the prospective occupiers are made aware of the fact that while they can submit an application they will not be automatically entitled to an on-street car parking permit. In the interests of the proper management of parking, and to ensure that the development does not harm the existing amenities of the occupiers of neighbouring residential properties by adding to the already high level of on street car parking in the area, in accordance with Policies TR3 and TR5 of the Reading Borough Local Plan 2019.

29. Prior to the first occupation of any residential unit in the development hereby approved, the refuse and recycling storage facilities shall be implemented fully in accordance with those details shown on approved plan 21/16/71G - Ground and Basement Floor Plans, as received 09/05/2024 and thereafter be retained for use by occupiers of the dwelling/building at all times.

Date:

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Reason: In the interests of the visual amenity of the area and to ensure that bins can be easily accessed when required in accordance with Policies CC5 and CC7 of the Reading Borough Local Plan 2019.

30. Prior to the first occupation of the relevant part of the development hereby approved, details of how refuse and recycling collections, servicing and deliveries for a) the residential units; b) any commercial unit, will be managed from the site (including vehicles, servicing and deliveries), shall be submitted to (as part of a waste collection, servicing and delivery management plan) and approved in writing by the Local Planning Authority. Thereafter, refuse collection, servicing and deliveries will be carried out fully in accordance with the approved details.

Reason: In the interests of general amenity, to ensure convenience of arrangements for refuse and recycling storage and collection and to ensure that no obstruction is caused on the adjoining highway, in the interest of highway safety and in accordance with Policies CC7, TR3 and CR6 of the Reading Borough Local Plan 2019.

31. Prior to the first occupation of any residential unit, details of biodiversity enhancements, to include at least five swift bricks built into the walls of the new development, shall be submitted and approved in writing by the Local Planning Authority. The bricks shall thereafter be installed in accordance with the approved details prior to the first occupation of any residential unit and be retained as approved at all times thereafter.

Reason: Swifts although common in Reading and other areas are declining and a bird of conservation concern due in part to a lack of nesting sites which are usually in buildings. This condition will result in biodiversity improvements in and around the development in accordance with Paragraph 186 of the NPPF 2023 and Policy EN12 of the Reading Borough Local Plan 2019.

32. Prior to the first occupation of any residential unit hereby approved, a scheme of hard and soft landscaping shall be submitted to and approved in writing by the Local Planning Authority. This scheme shall specify means of treatment for hard surfaced areas, details of the planted screen and areas of green roof, means of enclosure including mammal gaps where appropriate, specify species, planting sizes, spacing and numbers of trees/shrubs to be planted, and must include a maintenance programme detailing all operations to be carried out in order to allow successful establishment of planting.

Hard surfaced areas shall be carried out in accordance with the approved details prior to the first occupation of any residential units and be retained as approved at all times thereafter. Planting shall be carried out in accordance with the approved details in the first planting and seeding seasons following the first occupation of the building or in

Date:

Assistant Director of Planning, Transport and
Public Protection Services

accordance with a timetable agreed in writing with the Local Planning Authority. Any trees, plants or areas of green roof which, within a period of 5 years from the date of planting, die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, to be agreed in writing by the Local Planning Authority.

Reason: In the interest of ensuring that the landscaping of the development enhances the visual local environment and in accordance with Policies CC7 and CR2 of the Reading Borough Local Plan 2019.

33. No development, barring demolition, shall commence on site until a Sustainable Drainage Strategy and associated detailed design, management and maintenance plan of surface water drainage for the site using SuDS methods has been submitted to and approved in writing by the Local Planning Authority. The plan shall include:

i. a timetable for its implementation, and

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

Prior to the first occupation of the building hereby permitted, the sustainable drainage scheme for the site shall be completed in accordance with the approved details. The sustainable drainage scheme shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan.

Reason: These details are required due to insufficient information being contained within this submission and in order to reduce the risk of flooding onsite or elsewhere, in accordance with Policy EN18 of the Reading Borough Local Plan 2019.

INFORMATIVES

1. The Local Planning Authority has worked positively and proactively with the applicant to resolve relevant matters to allow permission to be granted within the agreed extended timescale for the decision to be issued.

2. In accordance with Article 35 (DMPO 2015) some conditions have been highlighted (with a *) to make clear that they require approval from the Local Planning Authority before any development begins. This is because the details need to be designed or works implemented before any other works start on the site or are of a nature that it would be impractical to consider after work has started.

Date:



Assistant Director of Planning, Transport and
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3. i) The attention of the applicant is drawn to Section 59 of the Highways Act 1980, which enables the Highway Authority to recover expenses due to damage caused by extraordinary traffic.

ii) Any works affecting the Highway shall be in accordance with Reading Borough's Council's document "Guidance Notes for Activities on the Public Highway within the Borough of Reading". The applicant should note that compliance with this document is mandatory and licences to work on the Highway will only be issued if the requirements contained within it are met. A copy can be obtained from the Council's website.

4. A section 106 Agreement has been completed for this development. A copy of the S106 Legal Agreement is available on the Council's Public Register of Planning.

5. 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.

6. Your attention is drawn to the requirement for submission of a Building Regulations application for the proposed development. Please contact RBC Building Control on Building.control@reading.gov.uk OR telephone 0118 9372449 9.00am to 1.00pm Monday to Friday

7. Complaints are commonly received about noise and dust caused by construction and demolition works, particularly working outside reasonable hours and smoke from bonfires associated with the burning of waste on site. The developer is reminded that construction and demolition associated with the approved development will be subject to environmental health law.

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

<https://www.gov.uk/guidance/party-wall-etc-act-1996-guidance>

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

Date:

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

For more information go to:

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

11. The occupiers of the residential unit(s) will not be automatically entitled to an on-street car parking permit. Current and new occupiers should be informed of this and be advised to find out more about parking permits on the Council's website. There is already a high level of on street car parking in the area and the site is located close to local facilities, with frequent public transport services on nearby roads.

12. Thames Water has commented that the developer will require a build over agreement before commencing works, because Thames Water believe the proposed development is within 3 metres of a public sewer (of which, the internal diameter is less than or equal to 150mm). The developer can find out more and apply on the Thames Water website <https://www.thameswater.co.uk/help/home-improvements/building-over-sewers-or-public-drains>. In addition, if applicable, Thames Water do not permit driven piles within 15m of a public sewer. The technical guidance can be found via the weblink above.

Date:

Assistant Director of Planning, Transport and
Public Protection Services

NOTES

APPEALS TO THE SECRETARY OF STATE

If you are aggrieved by the decision of the Council to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against the Council's decision on the application you must do so within 28 days of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and you want to appeal against the Council's decision on your application, you must do so within 28 days of the date of service of the enforcement notice, or within 6 months (or 12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.

If the above circumstances do not apply, any appeal must be made within the following time limits.

If this is a householder application and you want to appeal against the Council's decision then you must do so within 12 weeks of the date of this notice. If this is an advertisement application and you want to appeal against your local planning authority's decision then you must do so within 8 weeks of the date of this notice. If you want to appeal against your local planning authority's decision for any other type of application (which is not a householder or advertisement application, or an application for a Certificate of Lawfulness) then you must do so within 6 months of the date of this notice.

Appeals can be made online at: <https://www.gov.uk/appeal-planning-decision>

If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate

(inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal.

Further details are on GOV.UK.

Purchase Notices

If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Street Naming & Numbering

You must contact Reading Borough Council to:

- Name or number a new development
- Name a new street
- Get addresses for flat conversions
- Name or rename an existing building

Otherwise the following may occur:

- You will not have an official address or postcode. When your property goes through the official process it may be given a different address and Postcode than you are currently using.
- You may have difficulty receiving mail
- You may have problems when buying goods or services such as utilities and telecommunications
- The emergency services may have difficulty locating you.
- You may have problems accessing Council services such as Education, Parking Services and Electoral Registration.

The Council is responsible for assigning house names and numbers and street names. It is also responsible for updating the National Land and Property Gazetteer (NLPG) which is a list of addresses which meet a common standard (BS7666) used throughout the country.

When a new address or change of address is requested, the Council contacts Royal Mail who check the address on behalf of the Emergency Services, assign a postcode and add it to their Postal Address File (PAF). The PAF list is used by many companies and services to check addresses, authenticate transactions and order goods, as well as deliver mail, so it is in your interest for your address to be on that list. Royal Mail will not create an address until requested to do so by the Council.

How to apply:

Email us using streetnamingnumbering@reading.gov.uk

Or telephone us on 0118 9373737

What we need to complete your request:

For new addresses or flat conversions:

- Site layout plan containing plot numbers
- Location plan - No bigger than A3 size (hard copy, PDF, JPEG or AutoCAD) showing the site boundary, including the new development, together with surrounding buildings for reference
- Anticipated completion and occupation dates

For change of address:

- You must be, or have authorisation from, the owner to request a change of address.
- Floor plan of the existing property
- Reason for change

Once created, the Council informs various bodies of your new address including the Emergency Services, Council Tax, Land Registry and utility companies as well as adding it to the National Land and Property Gazetteer.

Please be advised that companies and services using the PAF file only update the addresses monthly, quarterly or even less frequently, therefore it may take a while for your address to be listed in some places. It will, however, appear on the Royal Mail website within a few days once it has been added to the live address file.

Reading Borough Council has no control over the frequency by which other organisations update their address files.

Schedule 4 - Triggers

1 Triggers

- 1.1 Subject to Paragraph 1.2 below, to provide the Council with no less than ten (10) Working Days prior written notice of the following events:
- (a) Commencement of the Development;
 - (b) first Occupation;
 - (c) Occupation of eight (8) Residential Units;
 - (d) Occupation of twelve (12) Residential Units;
 - (e) Viability Assessment Trigger Date.
- 1.2 If any of the events listed in Paragraph 1.1 above are to occur within ten (10) Working Days of the Effective Date, to provide the Council with prior written notice of that event as soon as possible but it is agreed that such notice does not need to be given ten (10) Working Days in advance.

Schedule 5 – Employment Skills and Training

1 Construction ESP

- 1.1 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 (in which case Paragraphs 1.2 and 1.3 below shall apply), not to Commence unless and until Paragraphs 1.4 and 1.5 below have been complied with.
- 1.2 If the Owner gives written notice to the Council that it wishes to pay the Construction ESP Contribution:
 - (a) to pay the Construction ESP Contribution to the Council prior to Commencement; and
 - (b) not to Commence unless and until the Construction ESP Contribution has been paid to the Council in full.
- 1.3 On payment of the Construction ESP Contribution in accordance with Paragraph 1.2 above the provisions of Paragraphs 1.4 to 1.7 below shall absolutely determine and cease to be of any further legal effect.
- 1.4 No later than three (3) months before Commencement, to submit the Construction ESP to the Council for Approval.
- 1.5 Not to Commence unless and until:
 - (a) the Construction ESP has been Approved; and
 - (b) the ESP Monitoring Fee has been paid to the Council.
- 1.6 Not to construct otherwise than in accordance with the Construction ESP as Approved by the Council pursuant to Paragraph 1.5 PROVIDED THAT for the avoidance of any doubt this obligation shall continue until Practical Completion.
- 1.7 In carrying out its obligations under Paragraphs 1.4 to 1.6 above, to co-operate with the Council and its Partner Organisation in the preparation of, and compliance with, the Construction ESP as Approved by the Council.

Schedule 6 – Affordable Housing Contribution

1 Affordable Housing Contribution

- 1.1 Not to Occupy (or permit to be Occupied) any Residential Unit unless and until the Affordable Housing Contribution has been paid in full to the Council.

2 Additional Floorspace

- 2.1 To enter into a planning obligation under section 106 of the 1990 Act with the Council ("the Subsequent Agreement") to secure the Subsequent Affordable Housing Contribution prior to the Subsequent Planning Permission being issued by the Council if at any time after the date of this Agreement a Subsequent Planning Permission is approved in principle which gives consent for the development of Additional Residential Floorspace ("the Subsequent Development") within or on the Application Land.
- 2.2 Not to Commence or permit the Commencement of the Subsequent Development until such time as the Owner has entered into the Subsequent Agreement as described in Clause 2.1 above.

Schedule 7 - Zero Carbon Offset

1 Zero Carbon Offset

- 1.1 To ensure a minimum of thirty five percent (35%) improvement in regulated emissions over the target emissions rate as set out in the 2013 Building Regulations is provided for in each and every Residential Unit.
- 1.2 Not to Occupy more than eight (8) Residential Units until the Carbon Off-Setting Assessment has been Approved by the Council (unless a different timescale is agreed in writing with the Council to reflect the characteristics of the development).
- 1.3 Not to Occupy more than twelve (12) Residential Units until the Zero Carbon Offset Contribution has been paid to the Council.

Schedule 8 – Viability Review

1 Viability Review

- 1.1 No earlier than the Viability Review Trigger Date and no later than five (5) Working Days after the Viability Review Trigger Date, to submit an Updated Viability Appraisal and Supporting Evidence to the Council for Approval.
- 1.2 No later than twenty (20) Working Days after receipt of the Updated Viability Appraisal and Supporting Evidence pursuant to Paragraph 1.1 above, the Council shall notify the Owner of any further information it reasonably requires in order to determine whether the Updated Viability Appraisal can be Approved.
- 1.3 To provide any further information that is required by the Council pursuant to Paragraph 1.2 above no later than ten (10) Working Days following notification from the Council under Paragraph 1.2 above PROVIDED THAT this process shall continue until the Council is satisfied that it has sufficient information properly to determine the Updated Viability Appraisal.
- 1.4 If the Council has not Approved the Updated Viability Appraisal within thirty (30) Working Days of its submission pursuant to Paragraph 1.1 above (or such longer period as is agreed in writing between the Owner and the Council), the Council shall provide the Owner with written details of a suitably qualified and experienced independent assessor to determine the Updated Viability Appraisal for the Owner's approval (such approval not to be unreasonably withheld or delayed) PROVIDED THAT, for the avoidance of any doubt, the Council shall not be required to do so where the Parties (acting reasonably) consider that it would be preferable to continue discussions with a view to Approving the Updated Viability Appraisal without recourse to an independent assessor.
- 1.5 If the Council and the Owner (each acting reasonably) are unable to agree the identity of the independent assessor within ten (10) Working Days of the Council's notification pursuant to Paragraph 1.4 above, then either Party may ask the President for the time being of the Royal Institution of Chartered Surveyors to appoint an independent assessor being a surveyor from a major firm of surveyors with not less than ten (10) years' relevant experience.
- 1.6 The terms of appointment for the assessor shall be in a form approved by the Owner and the Council and the Parties shall use Reasonable Endeavours to appoint the assessor on such terms within five (5) Working Days of their identity being agreed or determined.
- 1.7 The Owner and the Council shall provide the assessor with the Updated Viability Appraisal and Supporting Evidence together with any other information relevant to the assessor's determination.
- 1.8 The assessor shall be entitled to request from either Party (with a copy to the other Party) such further information and clarification as the assessor reasonably requires for the purposes of his/her determination.
- 1.9 The Parties shall use Reasonable Endeavours to provide the assessor with any such further information as soon as reasonably practicable and shall copy the other Party on any response to the assessor.
- 1.10 The assessor shall be appointed on the basis that within twenty (20) Working Days (or such longer period as may from time to time be agreed in writing between the

Owner and the Council) of receiving the Updated Viability Appraisal and Supporting Evidence and any further information, the assessor shall notify the Parties in writing of the outcome of his/her determination.

- 1.11 The assessor's determination shall be binding on the Parties save in the case of manifest and material error.
- 1.12 The Owner shall pay the Council's reasonable costs in the Approval of the Updated Viability Appraisal within 10 Working Days of the Council's written notice of those costs.

2 Viability Review – Payment of a Deferred Contribution

- 2.1 Where the Updated Viability Appraisal, as approved in writing by the Council or the independent assessor (as the case may be) pursuant to Paragraph 1 above, identifies a Surplus, the Owner shall pay the Deferred Contribution in accordance with this Paragraph 2.
- 2.2 The Owner shall not Occupy (or permit to be Occupied) more than twelve (12) of the Residential Units unless and until the Deferred Contribution has been paid in full to the Council, PROVIDED THAT the Owner shall not be obliged to pay more than the Deferred Contribution Cap (Index Linked).

Schedule 9 - Council's obligations

1 Planning Permission

To issue the Planning Permission within five (5) Working Days of the Effective Date.

1 Contributions

1.1 Not to use the Contributions (or any part of any of them) otherwise than for the purposes specified in this Agreement and for no other purposes unless otherwise agreed in writing by the Owner.

1.2 Following receipt of a written request from the person who paid the relevant Contribution, to re-pay to that person such Contribution (or part of that Contribution) which has not upon the expiration of the Prescribed Period been expended, committed, allocated and/or contracted to be expended together with interest on any balance then remaining unspent of the relevant Contribution (or part of that Contribution) at the Bank of England base rate for the time being in force such payment to be made within twenty-eight (28) days of receipt by the Council of the written request PROVIDED THAT:

(a) any such written request for repayment must be made within six (6) months of the expiration of the Prescribed Period; and

(b) the Council shall not be required to return any part of the Contribution if it does not receive such a request within six (6) months of expiration of the Prescribed Period.

1.3 If a request for repayment of any Contribution, as specified in paragraph 2.2 above, is not received in writing, any remaining Contribution (or part of the Contribution) including any interest on any balance then held by the Council shall be used by the Council for any other purpose identified for any other Contribution in this Agreement or for the benefit of the local area in the vicinity of the Development.

Execution Page

EXECUTED (BUT NOT DELIVERED UNTIL THE DATE HEREOF) by the affixing of THE COMMON SEAL of <u>READING</u> <u>BOROUGH COUNCIL</u> in the presence of:- <i>Fleanna Gibson</i>	))))))) Authorised Signatory
---	---

Minute	See ODN
Originator	DA
Seal No.	323/24
Checked	

**Executed as a Deed by
EUROSPEAK ACADEMY LTD**
acting by a director:

sign here

Director

```
print Name
```

In the presence of:

Witness signature:

Witness sign here:

Witness name:

```
print name
```

Witness address:

Witness occupation:

DKLM LLP Solicitors

City House

3 Cranwood Street

London EC1V 9PE

DX: 36601 FINSBURY

TEL: 020 7549 7888

FAX: 020 7549 7889

www.dkha.co.uk

OFFICER DECISION NOTICE



Reading
Borough Council
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This notice is to be used for the following types of officer decisions. (Select one option).

☒ **A.** Decisions taken by officers under a specific express delegation from Council or a Committee.

☐ **B.** Decisions taken by officers under a general delegation from Council or a Committee, which relates to (i) a permission or a licence, or (ii) the rights of an individual, or (iii) a contract or expenditure over £100,000.

1. Title of decision:	s106 planning obligation in relation to planning application 230626
2. Date of the decision:	29 August 2024
3. The decision maker:	Jonathan Markwell on behalf of Assistant Director of Planning, Transport and Public Protection Services

4. Decision details:

Determination of the planning application was reserved to the Planning Applications Committee (PAC) and the resolution (set out in Sections 13-18 below) was to grant subject to completion of a s106 planning obligation, with completion of the obligation being delegated to Planning Officers.

Under Part 3 Section 3 PAC paragraph 4(b), the power to take planning decisions which are not reserved to PAC is restricted to the officer with budgetary or management responsibility for the function, which in this case is the Assistant Director of Planning, Transport and Public Protection Services.

Under Part 3 Section 3 PAC paragraph 4(c), Officers who have had something delegated to them can authorise Officers they line manage to do it on their behalf. The Planning Officer named in section 3 has been authorised to deal with this matter.

The s106 planning obligation has been reviewed by the Planning Officer and is considered to be appropriate to secure mitigation for the planning harms of the proposed development. The obligation has also been negotiated by the Planning and Highways Legal Team and is considered to be legally sound.

5. Reasons for the decision:

The s106 planning obligation is required to secure mitigation for the planning harms of the proposed development, without which planning permission would be refused.

6. Alternative options considered (if any) and rejected:

Under Part 3 Section 3 PAC paragraph 4(c), officers have the option not to exercise their delegated authority for a planning decision and instead to “pass it back” to the Planning Applications Committee.

This decision is not considered to raise any issues which would make this approach advisable or necessary.

7. List of open Background Papers:

None.

8. List of confidential or exempt Background Papers:

None.

9. Any other matters taken into consideration:

☐ Legitimate expectation of consultation	☒ Procedural requirements
☐ Public Health implications	☐ Environmental or Climate Change
☐ Health and Safety	☐ Risk Management implications
☐ Transparency of Information (FOI etc)	☐ Privacy Impact Assessments
☐ Human Rights Act Duties	☐ Equality Impact Assessment
☐ Corporate Parenting	☐ Community Safety
☐ Regulatory duties	☐ EU withdrawal
☐ Armed Forces Covenant	☐ Other

Details of the matters taken into account:

As per the Legal Considerations section below, planning obligations (and variations to planning obligations) must be made by way of deed.

10. Legal considerations

S106(9) Town and Country Planning Act requires planning obligations to be entered into by an instrument executed as a deed.

Agreed variations to planning obligations must also be by way of deed (s106A(2) Town and Country Planning Act 1990).

Therefore, the document reflecting the agreed planning obligations needs to be sealed on behalf of the Council as a deed.

11. Financial considerations

None

12. Internal consultations

None.

Sections 13- 18: To be completed only for Decision A (express delegation from a Committee)

13. The name of the Committee:	Planning Applications Committee
14. Date of the meeting:	26 June 2024
15. Minute number:	15

16. The delegation given by the Committee:	(1) That the Assistant Director of Planning, Transport and Public Protection Services be authorised to grant planning permission for application 230626/FUL, subject to the completion of a Section 106 legal agreement by 17 July 2024 (unless a later date be agreed by the Assistant Director of Planning, Transport and Public Protection Services) to secure the Heads of Terms set out in the original report submitted to the meeting on 29 May 2024; (2) That the Assistant Director of Planning, Transport and Public Protection Services be authorised to make such minor changes to the conditions, Heads of Terms and details of the legal agreement as may reasonably be required to issue the permission; Extension of time until 6 September 2024 agreed by planning officer in accordance with Item 1 above
17. The name of any member of the committee who declared a conflict of interest in relation to the decision:	N/A
18. Any councillor or officer required to be consulted prior to the exercise of this delegation and details of their response.	N/A

EUROSPEAK ACADEMY LTD

and

READING BOROUGH COUNCIL

Agreement

in respect of land at

13-16 Market Place Reading RG1 2EG

pursuant to Section 106 of the Town and Country Planning Act
1990 (and all other enabling powers)

Planning application reference number 230626

IKEN Reference 026656

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THIS DEED OF AGREEMENT is Dated 4th September 2024

Between:

- (1) **EUROSPEAK ACADEMY LTD** (company registration number 12351133) of Tunmers Lodge Narcot Lane, Chalfont St. Peter, Gerrards Cross, England, SL9 8TL (the **Owner**); and
- (2) **Reading Borough Council** whose address is at Civic Offices, Bridge Street, Reading RG1 2LU (the **Council**)

Background

- (A) 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.
- (B) The Owner is the proprietor of the freehold interest in the Application Land which is pending registration under HM Land Registry title number BK415825 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.
- (C) The Council's Planning Applications Committee (having regard to the development plan and to all other material considerations) resolved to grant the Planning Permission subject to the Owner entering into planning obligations in the form of this Agreement.
- (D) The Parties have agreed to enter into this Agreement pursuant to the resolution referred to at Recital (D) above.
- (E) The Parties are satisfied that the planning obligations contained in this Agreement are:
 - (i) necessary to make the Development acceptable in planning terms;
 - (ii) directly related to the Development; and
 - (iii) fairly and reasonably related in scale and kind to the Development.

It is agreed as follows:

1 Definitions

- 1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

1990 Act means the Town and Country Planning Act 1990;

Additional Residential Floorspace means any one or more of:

- (a) additional residential units created within the buildings which form part of the Development;
- (b) the addition of new residential floorspace by way of an extension to the buildings which form part of the Development; and
- (c) any additional residential floorspace that may be created on the Application Land;

Affordable Housing means housing accommodation to be provided with some degree of financial subsidy enabling it to be delivered for sale or rent at a price or on

rent terms which are lower than the prevailing open market for similar housing within the Local Area and to be managed and or owned by a Registered Provider or Housing Association for the benefit of Eligible Persons;

Affordable Housing Contribution means the sum of FORTY-FIVE THOUSAND POUNDS (£45,000.00) to be paid to the Council towards the provision of Affordable Housing in the Local Area;

Agreement means this deed of agreement;

Application means the application for the Planning Permission and given the reference number 230626;

Application Land means land at 13-16 Market Place Reading RG1 2EG being land against which this Agreement may be enforced as shown edged in red on drawing number 21/16/70B, a copy of which is appended at Schedule 1 to this Agreement;

Approval means the written approval on behalf of the Council from the Assistant Director of Planning, Transport and Public Protection Services (or such other officer of the Council who is from time to time responsible for dealing with and/or approving matters set out in this Agreement) to the Owner and **Approved** and **Approve** shall be construed accordingly;

Assistant Director of Planning, Transport and Public Protection Services means the Council's Assistant Director of Planning, Transport and Public Protection Services for the time being or such other officer as the Council may from time to time designate;

Benchmark Land Value means ONE MILLION AND TWO THOUSAND POUNDS (£1,002,000.00);

Build Costs mean the costs, expenses, liabilities and other sums reasonably and properly incurred or anticipated to be incurred by or on behalf of the Owner in connection with the acquisition, disposal, construction, marketing and management of the Development including without limitation the following:

- (a) all reasonable and relevant construction costs (to include any site remediation, demolition, stripping out and site clearance works);
- (b) stamp duty land tax and land registry fees;
- (c) the cost of obtaining any statutory approvals, consents or licences or permissions required from any local or competent authority to enable the Owner to carry out and complete the Development;
- (d) any Community Infrastructure Levy (excluding, for the avoidance of any doubt, any surcharges and/or late payment interest) that is payable;
- (e) the sums paid to the Council pursuant to this Agreement (including legal fees incurred in connection with this Agreement) other than the Deferred Contribution;
- (f) finance costs at a rate of seven percent (7.5%)
- (g) any costs relating to the sale, lease or other disposal of the Development (including structural warranties) and all legal, surveyors and other professional fees, agency fees, advertising, marketing, promotional expenses and other costs in connection with any of the items referred to in this definition; and

- (h) the fees of all professional consultants appointed in relation to the Development;

as at the Relevant Date PROVIDED THAT:

- (i) where contracts have been let and/or expenditure committed or incurred with unconnected third parties on an arm's length basis such costs shall represent actual agreed tender prices or expenditure committed or incurred but where the final costs under any such contracts are not known then such final costs shall represent a reasonable estimate of such final costs;
- (ii) where contracts have been let and/or expenditure committed or incurred with connected third parties or otherwise than on an arm's length basis then such costs shall represent reasonable estimates on the assumption that they are procured from unconnected third parties and on an arm's length basis;
- (iii) where contracts have not been let and/or other items of expenditure have not yet been committed or incurred then such costs shall represent reasonable estimates on the assumption that they are procured from unconnected third parties on an arm's length basis; and
- (iv) no items shall be counted more than once;

Building means (as the context permits) any building that comprises part of the Development and **Buildings** shall be construed accordingly;

Carbon Off-Setting Assessment means an as-built assessment prepared by an independent assessor showing:

- a) the improvement in regulated emissions achieved over the Target Emissions Rate in the 2013 Building Regulations for each Residential Unit, and
- b) the calculation of the Zero Carbon Offset Contribution;

Commencement means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act but (for the purposes of this Agreement only) not including any works of removing any above ground materials (excluding buildings) from the Application Land, temporary landscaping, ground investigation, site survey works, construction of boundary fencing or hauling, decontamination, soil investigation and archaeological testing and **Commence** and **Commenced** shall be construed accordingly;

Commencement Notice means a written notice to be served by the Owner upon the Council stating the proposed date of Commencement;

Construction ESP means the ESP to be Approved by the Council which incorporates the Employment and Skills Measures and accords with the construction phase provisions of the Employment Skills and Training SPD;

Construction ESP Contribution means a commuted sum of TWO THOUSAND SEVEN HUNDRED AND NINETY-SEVEN POUNDS AND FIFTY PENCE (£2,797.50) Index Linked to be paid to the Council and applied by its Partner Organisation towards the Employment and Skills Measures;

Contribution means each and every financial contribution (excluding the Council's legal fees and the Monitoring Fee) that is payable by the Owner to the Council in accordance with this Agreement;

Deemed Disposal means a deemed transfer of the freehold interest or grant of a leasehold interest in a Residential Unit or other revenue-generating interests within the Development at Market Value where the Owner does not dispose of the unit or element in question but lets it out or otherwise permits Occupation of it at the Relevant Date;

Deferred Contribution means, in respect of a Viability Review pursuant to Schedule 8, that part of the Surplus (being 50%) to be paid by the Owner and to be used by the Council (if received) towards the provision of Affordable Housing within the Borough;

Deferred Contribution Cap means the sum of EIGHT HUNDRED AND TWELVE THOUSAND TWO HUNDRED AND FIFTY POUNDS (£812,250.00);

Development means the development as set out in Schedule 2 to this Agreement;

Disposal Schedule means a schedule setting out:

- (a) the actual capital or expected capitalised receipts achieved in respect of the Residential Units and other revenue-generating elements of the Development that have been sold as at the Relevant Date; or
- (b) the independently estimated Market Value of any Residential Unit and other revenue-generating elements of the Development that are yet to be sold,

in each case clearly identifying the value of discounts, incentives or allowances allowed by the Owner in respect of each such Residential Unit and other revenue-generating elements of the Development (as the case may be) together with a schedule setting out all rental income generated from the Development either as interim total amounts prior to lettings or estimated rents receivable capitalised using an appropriate commercial all-risks yield rate;

Due Date means the date when a Contribution or sum of money (or any part of it) is required to be paid to the Council in accordance with the terms of this Agreement;

Effective Date means the date of this Agreement;

Eligible Person means a person or household in Housing Need and/or unable to afford housing on the open market at prevailing open market values including those on incomes which are insufficient to enable them to afford housing on the open market and who are nominated by the Council from its housing needs register in accordance with the Council's allocation policy;

Employment and Skills Measures means a reasonable range of employment skills and training measures to be developed by the Council and the 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 in accordance with the Employment Skills and Training SPD;

Employment Skills and Training SPD means the Employment Skills and Training Supplementary Planning Document as adopted by the Council on 15 April 2013;

ESP Monitoring Fee means the sum of twenty-five pounds (£25.00) for each agreed Training Output in respect of any Construction ESP that is Approved by the Council,

to be used by the Council towards the monitoring and co-ordinating of that Construction ESP

Expert means an independent and fit person holding professional qualifications appropriate in light of the subject matter of the dispute, to be appointed (in the absence of agreement between the parties) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications;

Gross Development Valuations means calculations of the Gross Development Value of the Development, provided by three independent RICS valuers and subject to each valuer explicitly owing a duty of care to the Council PROVIDED ALWAYS that if the result of the three valuation calculations differ the Gross Development Value shall be taken to be the average of the three valuations;

Gross Development Value means the aggregate of the following:

- (a) the consideration received on the Transfer of each of the Residential Units (if any);
- (b) in the case of any Residential Unit that has not been Transferred at the Relevant Date, the estimated Market Value of each such Residential Unit;
- (c) the consideration received on each Transfer or Disposal of other revenue-generating elements of the Development;
- (d) in respect of the Transfer or Disposal of the Residential Units and other revenue-generating elements of the Development by way of a part exchange or by way of a swap, the full value of the unit Transferred or Disposed without deduction for the property taken in part exchange;
- (e) in respect of the Transfer or Disposal of a Residential Unit by way of a shared equity scheme, the full amount of the premium payable together with the up-to-date Market Value of any residual interest of the Owner in such Residential Unit;
- (f) any other income received by the Owner from any uses within the Development;
- (g) all non-repayable sums secured from or through third parties in relation to the Development including (without limitation) government relief, grants, incentives, public subsidy and/ or tax opportunities;
- (h) the value of any overage or other performance-related payment attributable to any Transfer or Disposal;
- (i) all other actual sale proceeds, capital payments and receipts paid to, or received by, the Owner (or by others on its behalf) after the date of this Agreement in respect of any Transfer, Disposal and Deemed Disposal; and
- (j) any compensation, damages, interest or other payment or sum of whatever nature not otherwise provided for in this definition received by or, on behalf (or as agent) of, the Owner (or a third party on its behalf) for any purpose whatsoever in respect of the Development;

as at the Relevant Date PROVIDED ALWAYS that all such sale proceeds, capital payments receipts and other income shall only be taken into account once when calculating the gross development value;

Housing Association means a housing association within the meaning of section 1 of the Housing Associations Act 1985;

Housing Need means, in respect of a person or persons, a housing need because their income is insufficient to enable them to rent or buy housing available in the Local Area on the open market determined with regard to local incomes and local house prices;

Index means the Retail Price Index issued by the Office for National Statistics (including any index that replaces it from time to time);

Index Linked means that the amount of each Contribution payable under this Agreement and any other sum referred to in this Agreement shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the Due Date;

Local Area means the Council's administrative area;

Local Labour means workers living within the Local Area or within a radius of 16 kilometres from the boundary of the Local Area;

Marketing means advertisement of and promotion of (where the context so admits):

- (a) land comprised in the Application Land; and/or
- (b) Buildings or parts of Buildings comprised in the Development in such locations and at such a price as would be appropriate and consistent with open market value and otherwise suitably exposed to the market to ensure that the potential occupiers/purchasers could be reasonably expected to be aware of the opportunity

and **Market** shall be construed accordingly;

Market Rent means the estimated amount for which under the terms of this Agreement a property should lease (let) (unconditionally for cash consideration) by private treaty on the date of valuation between a willing lessor and a willing lessee in an arm's-length transaction (after proper Marketing) in which the parties had each acted knowledgeably prudently in full knowledge of this Agreement and without compulsion on the following principal lease terms:

- (a) with vacant possession;
- (b) free from encumbrances;
- (c) that the state of the market level of values and other circumstances were on an earlier assumed date of exchange of contracts the same as on the date of valuation;
- (d) that no account is taken of any additional bid by a prospective purchaser with a special interest;

Market Value means the estimated amount for which an interest in real property should be leased or sold (as the case may be) on the valuation date:

- (a) between a willing lessor/seller and a willing lessee/buyer on appropriate terms in an arm's length transaction;
- (b) after proper marketing for a reasonable period; and

- (c) where the parties had each acted knowledgeably, prudently and without compulsion;

Monitoring Fee means the sum of ONE THOUSAND TWO HUNDRED POUNDS (£1,200.00) as a contribution towards the Monitoring Officer's costs of monitoring the provisions of this Agreement;

Monitoring Officer means the Council's monitoring officer (within the Council's Directorate of Economic Growth and Neighbourhood Services) (or any Directorate replacing it) as designated by the Council to monitor the obligations set out in this Agreement;

Occupation means (as the context permits) beneficial occupation for the purposes permitted by the Planning Permission of any Building (or part of a Building) constructed on the Application Land within the Development PROVIDED THAT, for the avoidance of any doubt, occupation for the purposes of construction, fitting out and marketing shall not constitute Occupation (and **Occupy**, **Occupied** and **Occupier** shall be construed accordingly);

Owner's Profit means an amount equal to 16.95 percent of the Gross Development Value of the Development;

Party means each party to this Agreement and its respective successors and those deriving title under it (and **Parties** shall be construed accordingly);

Partner Organisation means the economic development company Reading UK CIC (Co. Registration No. 5671172) mandated by the Council and the Reading 2021 Local Strategic Partnership to lead on economic development (Memorandum of Understanding dated 5 February 2008) whose registered office is at 5th Floor, Thames Tower, Station Road, Reading, Berkshire, England, RG1 1LX or any successor or similar organisation or organisations having similar objectives to Reading UK CIC and nominated by the Council in writing to the Owner (or nominated in writing by the Owner to the Council and approved in writing by the Council) from time to time as the partner organisation for the purposes of an Approved ESP;

Planning Permission means planning permission for the Development to be granted substantially in the form of the draft decision notice at Schedule 3 to this Agreement;

Practical Completion means complete in all material respects such that it is fit for its intended purpose and available for use and **Practically Completed** shall be construed accordingly;

Prescribed Period means the period commencing on the later of:

- (a) the Due Date; and
- (b) where payment of a Contribution is received by the Council after the Due Date, the date of actual receipt of the relevant payment,

and expiring at the end of ten (10) full financial years (ending 31 March) immediately following the end of either the financial year in which the Due Date falls in the case of (a) above or the financial year in which the actual payment is received by the in the case of (b) above;

Reasonable Endeavours means that (subject to the other terms of this Agreement) the Party under such an obligation will be bound to attempt to fulfil the relevant obligation by the expenditure of such reasonable and proportionate effort and/or

sums of money and the engagement of such professional or other advisors as in all the circumstances may be reasonable to expect PROVIDED THAT the Party will not be required to issue proceedings (including any appeal) in any court, public inquiry or other hearing;

Registered Provider means an affordable housing provider as provided for in the Housing and Regeneration Act 2008;

Relevant Date means the date when the Gross Development Valuations are submitted to the Council in accordance with this Agreement;

Residential Unit means any residential dwelling in the Development (and **Residential Units** shall be construed accordingly);

Subsequent Affordable Housing Contribution means a financial contribution payable by the Owner to the Council for the provision of Affordable Housing in the Local Area (in lieu of the provision of Affordable Housing Units on the Application Land) and the financial contribution payable shall be based on the area comprising the Whole Property Floorspace and the Council's Affordable Housing Development Plan Policies and any Supplemental Planning Document on Affordable Housing for the time being in force;

Subsequent Planning Permission means a planning permission that is granted in the event of any subsequent application for planning permission for the further development of the Application Land which authorises the creation of Additional Residential Floorspace to be used for C3 residential purposes;

Supporting Evidence means the following:

- (a) for any costs actually incurred at the Viability Review Trigger Date, receipted invoices or other evidence of payment or staged payment certified by the Owner's quantity surveyor or costs consultant or other professional (subject to such person expressly owing a duty of care to the Council);
- (b) for any costs yet to be incurred at the Viability Review Trigger Date, the up-to-date best estimate of such costs by the Owner or where available by the Owner's quantity surveyor or costs consultant or other professional (subject to such person expressly owing a duty of care to the Council);
- (c) for sale proceeds and all other monies and/or income received at the Viability Review Trigger Date, the Disposal Schedule together with certified copies of sale contracts or completion statements by the Owner's solicitor (subject to such solicitor expressly owing a duty of care to the Council); and
- (d) in relation to any Residential Unit or other revenue-generating element of the Development which is unsold and/or any element of the Development which remains vacant or not let at the Viability Review Trigger Date, then an independently obtained independent 'Red Book' valuations of the Market Value of the relevant Residential Unit(s) and/or other revenue-generating element of the Development (as the case may be);

Surplus means the sum that equates to the Gross Development Value less:

- (a) the Build Costs as derived from the Updated Viability Appraisal; and
- (b) the Owner's Profit; and
- (c) the Benchmark Land Value;

Training Output means, in respect of the Construction ESP, the relevant outputs for that Construction ESP as listed in appendix 1 to the Employment Skills and Training SPD;

Transfer means:

- (a) the completion of the transfer of the freehold interest; or
- (b) the grant of a leasehold interest (for a term of not less than one hundred and twenty-five (125) years),

and for the avoidance of doubt Transfer shall not mean the exchange of contracts (and **Transferred** shall be construed accordingly);

Updated Viability Appraisal means a viability appraisal in respect of the Development which shall be carried out in accordance with all relevant published industry, professional and government guidance in relation to viability by an individual who is a professional member of the Royal Institution of Chartered Surveyors and to be presented in 'Argus developer' format in order to assess whether there is a Surplus as at the Relevant Date to be used towards the payment of a Deferred Contribution in accordance with the terms of this Agreement and which, for the avoidance of doubt, shall be paid for in full by the Owner (including the cost of any external advisors/consultants);

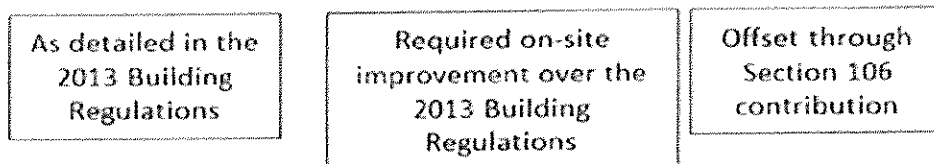
Viability Review Trigger Date means the date of Occupation of the eighth (8th) Residential Dwelling;

Whole Property Floorspace means the aggregate of (a) the floorspace comprising the residential units/New Dwellings within the Application Land as part of the Development and (b) the Additional Residential Floorspace;

Working Days means any day (other than Saturdays Sundays or public holidays in England) when banks in London are open for business; and

Zero Carbon Offset Contribution means a contribution towards carbon off-setting within the Borough of ONE THOUSAND EIGHT HUNDRED POUNDS (£1,800) per remaining tonne (calculated as SIXTY (£60) / tonne over a THIRTY (30) year period), where the remaining tonnage is calculated in accordance with the formula set out in the Sustainable Design and Construction SPD as adopted by the Council in December 2019 as follows:

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



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 successors in title and assigns and personal representatives.
- 2.7 References in this Agreement to the Council shall include any successor to its functions as the local planning authority in relation to the Application Land and any body to which all or part of its functions may lawfully have been transferred.
- 2.8 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 and an obligation on a person to do something includes an obligation to procure that thing to be done.
- 2.9 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.
- 2.10 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.
- 2.11 Save as specified to the contrary 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.
- 2.12 A reference to writing or written does not include faxes or e-mail.
- 2.13 References to Clauses, Plans, Schedules, Paragraphs and Appendices are to the Clauses, Plans, Schedules, Paragraphs and Appendices of this Agreement.

3 Legal Effect

- 3.1 This Agreement is made pursuant to:
- (a) section 106 of the 1990 Act;
 - (b) section 1 of the Localism Act 2011;
 - (c) section 111 of the Local Government Act 1972; and
 - (d) all other enabling powers,
- with an intent to bind the Owner's interest in the Application Land (and each and every part of it) subject to the provisions of Clauses 4 (conditionality), 5 (the Owner's obligations), 7.2 (lapse) and 7.5 (release).
- 3.2 This Agreement is a planning obligation within the meaning of section 106 of the 1990 Act and the obligations contained within it shall, subject to the provisions of the Agreement, be enforceable by the Council against the Owner (including its successors in title and those deriving title from the Owner).

- 3.3 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

- 4.1 Unless otherwise required in order to give legal effect to any provision in this Agreement, this Agreement is conditional upon:

- (a) the grant of the Planning Permission; and
- (b) the Commencement of the Development,

save for Clause 7 which shall come into effect upon the Effective Date.

5 Owner's Obligations

- 5.1 The Owner covenants with the Council, so as to bind the entirety of its interest in the Application Land, to comply with the restrictions, covenants and requirements set out in Schedules 4 (Triggers), 5 (Employment Skills and Training), 6 (Affordable Housing Contribution), 7 (Carbon Zero Offset) and 6 (Viability Review) of this Agreement.

- 5.2 The Owner covenants with the Council:

- (a) not to Commence unless and until it has served a Commencement Notice and
- (b) not to encumber nor deal with the Application Land (or any part of it) in any manner pursuant to which the Owner may be prevented from carrying out its covenants and obligations contained in this Agreement PROVIDED THAT nothing in this clause 5.2 or this Agreement will prevent the Owner from granting a charge or mortgage over the Property.

6 Council's Obligations

- 6.1 The Council covenants with the Owner to observe and perform the obligations on its part contained in Schedule 9 to this Agreement.

7 Agreements and Declarations

7.1 Fees

- 7.1.1 The Owner covenants with the Council to pay on or before the Effective Date:

- (a) the Council's reasonable legal costs and expenses incurred in the preparation, negotiation, and completion of this Agreement in the sum of TWO THOUSAND FIVE HUNDRED POUNDS (£2,500.00); and
- (b) the Monitoring Fee.

7.2 Lapse

- 7.2.1 The obligations in this Agreement shall cease to have effect (insofar only as they have not already been complied with) if the Planning Permission is quashed, revoked or modified (without the consent of the Owner) or is withdrawn or expires prior to Commencement of the Development.

7.3 Future Development

- 7.3.1 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) that is granted (whether or not on appeal) after the date of this Agreement.

7.4 Statutory Undertakers

7.4.1 This Agreement shall not be enforceable against any statutory undertakers (including their successors in title) that shall acquire an interest in the Application Land for the purpose of providing services to or for the Development or neighbouring developments.

7.5 Release

7.5.1 The Owner shall upon parting:

- (a) with its interest in any part of the Application Land be released from all obligations and duties under the terms of this Agreement insofar as they relate to, or are binding on, that part of the Application Land; and
- (b) with the entirety of its interest in the Application Land be released from all liabilities whatsoever under the terms of this Agreement.

7.5.2 The releases provided for in Clause 7.5.1 shall not apply to any prior or existing breach of this Agreement as at the date of disposal.

7.6 Right of access

7.6.1 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 for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

7.7 No waiver

7.7.1 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 of any of them by the Owner.

7.8 No Fetter on Discretion

7.8.1 Nothing in this Agreement shall fetter or prejudice the Council's statutory rights, powers, discretions and responsibilities under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

7.9 Severance

7.9.1 Each clause, sub-clause, schedule or paragraph shall be separate, distinct and several from each other to the extent only that if any clause, sub-clause, schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause, schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, sub-clause, schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause, schedule or paragraph contained in this Deed.

7.10 Indexation

- 7.10.1 The amount of each Contribution and any other sum payable under this Agreement shall be Index Linked.

7.11 Interest on unpaid monies

- 7.11.1 If any Contribution and/or other sum due under this Agreement is paid late the Owner shall pay to the Council interest at the rate of eight percent (8%) per annum above the base rate of the Bank of England for the time being in force on the sum of the Contribution due or (as the case may be) on any amount of that Contribution which may be outstanding from the date on which the Contribution (or the relevant part of it, as the case may be) is due to be paid in accordance with the terms of this Agreement up to the date of actual payment of the Contribution (or the relevant part of it, as the case may be).
- 7.11.2 Any interest paid or payable pursuant to Clause 7.11.1 above shall be deemed to be part of the Contribution or sum due to which such interest relates.

7.12 Payments to the Council

- 7.12.1 All Contributions and other sums due to the Council under the terms of this Agreement shall (unless otherwise notified in writing by the Council to the Owner) 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

Account: Reading Borough Council quoting reference: s106/230626/026656 or other reference quoted by the Council in the relevant S106 Demand Notice issued in respect of the obligation,

and the Council will not alter the account details without giving formal notice to such effect in accordance with Clause 7.13.

- 7.12.2 No Contribution or other sum required under this Agreement (or part of it) shall be paid to the Council earlier than eight (8) weeks before the Due Date.

7.13 Mortgagee Protection

Any future lender whose interest in the Property is bound by the terms of this Agreement shall not be personally liable for any breach of the obligations in this Agreement unless committed or continuing at a time when the lender is in possession of all or any part of the Property.

7.14 Notice

- 7.14.1 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 specified in Clause 7.13.2 or such other address as may from time to time be notified for the purpose by notice in writing by any Party to the other Party 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.

7.14.2 The address for any notice or other written communication is as follows:

(a) in respect of the Council

Civic Offices, Bridge Street, Reading RG1 2LU

(b) in respect of the Owner

Tunmers Lodge Narcot Lane, Chalfont St. Peter, Gerrards Cross, England,
SL9 8TL

or such other address as has been notified to the other Party as set out in this Clause 7.13.

7.14.3 The Owner shall ensure that any notice or other written communication that is required to be served on the Partner Organisation pursuant to this Agreement shall be copied to the Council (at the address specified in Clause 7.13.2 above) at the same time.

7.15 **Consents and Approvals**

7.15.1 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.

7.16 **Dispute Resolution**

7.16.1 In the event of any dispute arising between the Parties (which cannot be resolved by the Parties) in respect of this Agreement either Party may at any time require by notice in writing to the other Party an independent expert (the **Expert**) to resolve the dispute in accordance with the provisions of this Clause 7.15 and as follows:

- (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;
- (b) in the case of a dispute regarding physical 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.

7.16.2 The Expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant to this Clause.

7.16.3 The Expert shall be appointed within one (1) month of an application being made by one of the Parties pursuant to Clause 7.15.1.

7.16.4 The Expert shall be entitled to invite written representations from each of the Parties.

7.16.5 The Expert shall act as an expert and not as an arbitrator.

- 7.16.6 The costs of the dispute shall be payable by the Parties in such proportion as may be determined by the Expert and failing such determination to be borne in equal shares by the Parties.
- 7.16.7 The decision of the Expert shall be final and binding on the Parties save in the case of manifest and material error.
- 7.16.8 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practical timescales allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of his appointment to act.
- 7.16.9 Nothing in Clauses 7.15.1 – 7.15.8 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Agreement.

7.17 Future Section 73 Permission(s)

- 7.17.1 In the event that any new planning permission(s) in respect of the Development is or are granted by the Council pursuant to section 73 of the 1990 Act (**Future S73 Permissions**) and unless otherwise agreed between the parties with effect from the date that the new planning permission is granted pursuant to section 73 of the 1990 Act:

- (a) the obligations in this Agreement shall (in addition to continuing to bind the Application Land in respect of the Planning Permission) relate to and bind the Application Land in respect of development pursuant to that Future S73 Permission; and
- (b) the definitions of Application, Development and Planning Permission shall be construed to include reference to any application for that Future S73 Permission(s), the Future S73 Permission(s) granted pursuant to that application and the development permitted by that Future S73 Permission(s); and
- (c) this Agreement shall be endorsed with the following words in respect of that Future S73 Permission(s) (with the blank spaces completed with the reference number and date of issue of the relevant Future S73 Permission(s)):

'The obligations in this Agreement relate to and bind the Application Land in respect of development pursuant to a new planning permission reference [] granted on [] 20[] pursuant to section 73 of the Town and Country Planning Act 1990 (as amended).'

PROVIDED THAT nothing in this Clause shall fetter the general discretion of the Council in determining any application(s) under section 73 of the 1990 Act including a requirement for a new deed or a supplemental deed to be entered into pursuant to section 106 and/or section 106A of the 1990 Act before that application is determined by the Council.

7.18 Third Party Rights

- 7.18.1 Unless the right of enforcement is expressly granted and except in relation to:

- (a) any successor bodies of the Council; and
- (b) any successors in title of and those deriving title under the Owner,

it is not intended that a third party should have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

7.18.2 This Agreement may be rescinded or varied without the consent of a third party to whom an express right to enforce any of its terms has been provided.

7.19 Local Land Charge

7.19.1 This Agreement is and shall be registered as a local land charge by the Council.

7.20 Change of Ownership

7.21 Save for disposal of individual Residential Units and any disposal to a statutory undertaker/utility company the Owner shall provide the Council with written notice of any change in ownership of its interest in the Application Land before all the obligations under this Agreement have been discharged within ten (10) Working Days of any such change occurring PROVIDED THAT such written notice shall include details of the name and address of the current and new owner of such interest(s) together with details of that part of the Application Land to which each of their interests apply.

7.22 Jurisdiction

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

In witness whereof the Parties have executed this Agreement as a deed the day and year first above written.

Schedule 1 – Plans and Drawings

Drawing number 21/16/70B Proposed Site Plan (Application Land)

James O'Sullivan
Revised



Schedule 2 – the Development

Change of use of upper floors of Nos 13-16 Market Place to 4 residential units and erection of 2-storey extension creating access from Nos 11-12 Market Place. Demolition of existing rear additions and erection of a 4/5-storey building to create 11 residential units accessed from the rear, with Class E use at basement and ground floor and various associated works

Schedule 3 - Draft Planning Permission

[APPEND DRAFT DECISION NOTICE]



Reading
Borough Council
Working better with you

*Samir D.D.
Fleanor Coker*

**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: Danks Badnell Architects Ltd
Kings Stables
Osborne Mews
Windsor
SL4 3RG

Application No: 230626
Application type: Full Planning Approval

Applicant: Eurospeak Academy Ltd

READING BOROUGH COUNCIL as Local Planning Authority **GRANT FULL** planning permission for the following development in accordance with the plans and supporting information submitted in connection with this application.

Proposal: Change of use of upper floors of No's 13-16 Market Place to 4 residential units and erection of 2-storey extension creating access from No's 11-12 Market Place. Demolition of existing rear additions and erection of a 4/5-storey building to create 11 residential units accessed from the rear, with Class E use at basement and ground floor and various associated works.

At: 13-16 Market Place Reading RG1 2EG

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:

Assistant Director of Planning, Transport and
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Application At: 13 Market Place Reading RG1 2EG

Application No: 230626

Application type: Full Planning Approval

CONDITIONS & REASONS

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

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

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

21/16/25A - Proposed Demolition Plans [Basement, Ground & First Floors]

21/16/26A - Proposed Demolition Plans [2nd, & roof]

21/16/27A - Proposed Demolition Elevations

21/16/28A - Proposed Demolition Elevations

21/16/29B - Proposed Block Plan

21/16/81A - Proposed Sections

As all received on 22/06/2023

21/16/02B - [Existing] Site Plan

21/16/04E - Existing Plans [2nd, Attic & Roof Plan]

21/16/05C - Existing Elevations

21/16/06A - Existing Elevations

21/16/75B - Proposed Context Elevations

As all received on 27/06/2023

21/16/77B - Proposed Elevations (1)

21/16/78B - Proposed South Elevation

21/15/91 - Planter Screen

As all received on 15/08/2023

21/16/70B - Proposed site plan

21/16/72E - Mezzanine and First Floor Plans

21/16/73D - Second and Third Floor Plans

21/16/74D - Fourth and Roof Plans

21/16/79D - Proposed Elevations

As all received on 06/12/2023

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21/16/03F - Existing Plans [Basement, Ground & First floor], as received 07/12/2023

21/16/76C - Proposed Context Elevations, as received 11/12/2023

21/16/71G - Ground and Basement Floor Plans, as received 09/05/2024

Reason: For the avoidance of doubt and to ensure that the development is carried out and adhered to in accordance with the application form and associated details hereby approved.

3. No development, barring any demolition works, shall commence until a schedule of all materials to be used in the construction of the external surfaces of the development have been submitted to and approved in writing by the Local Planning Authority. Details shall include manufacturer's specification details of all external facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site - approved details to then be retained on site throughout the duration of the construction of the development). The development shall be carried out and thereafter maintained in accordance with the details approved.

Reason: These details are required due to insufficient information being contained within this submission and in the interests of visual amenity and ensuring the new development responds positively to the local context and character, including the historic features of the listed building, the setting of nearby listed buildings and the character and appearance of the Market Place / London Street Conservation Area, in accordance with Policies CC7, EN1, EN3, EN6 and CR2 of the Reading Borough Local Plan 2019.

4. The flat roof areas of the development hereby permitted shall not be used as a balcony, roof garden or similar amenity area, unless where stated on the approved plans, without the grant of further specific planning permission from the Local Planning Authority.

Reason: To safeguard the amenities of separate future occupiers and the adjoining premises from possible noise and disturbance, overlooking and loss of privacy, in accordance with Policies CC8 and CR6 of the Reading Borough Local Plan 2019.

5. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and/or re-enacting that Order) the two approved windows at first floor level on the inward facing east elevation (specified as 'obs. glazed' on approved plan 21/16/72E - Mezzanine and First Floor Plans as received on 06/12/2023) and the two approved windows at second

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floor level on the inward facing east elevation (specified as 'obs. glazed' on approved plan 21/16/73D - Second and Third Floor Plans as received on 06/12/2023) shall not be openable below a height of 1.7 metres when measured from the floor level of the room within which it is located. Each window shall be glazed with obscure glass before first occupation of the development hereby approved and shall be maintained as such at all times thereafter. The approved balustrade on the southern boundary at first floor level (specified as '1250mm obscured glazed balustrade on approved plan 21/16/72E - Mezzanine and First Floor Plans as received on 06/12/2023 and also shown on 21/16/78B - Proposed South Elevation as received on 15/08/2023) shall be glazed with obscure glass before first occupation of the development hereby approved and shall be maintained as such at all times thereafter.

Reason: To safeguard the amenities of the adjoining premises from overlooking and loss of privacy in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

6. Notwithstanding the provisions of Class 12 of Schedule 3 of the Town and Country Planning (Control of Advertisements) Regulations 2007 (as amended), the Market Place ground floor windows shall retain 'active window displays' along the length of the frontages, without the installation of window vinyls, roller shutters, or similar which would obscure visibility between the public realm and the unit during the unit's operating hours.

Reason: In the interests of retaining a vibrant and attractive streetscene and improving active surveillance, in line with Policies CC7, CR7, RL1 and OU5 of the Reading Borough Local Plan 2019.

7. Notwithstanding the provisions of Schedule 2, Part 3 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking or re-enacting that Order with or without modification), the ground floor of the building shall be used for Class E (a), E (b), E (c), E (d), E (e) or E (f) only and for no other purpose (including any other purpose in the same Use Class of the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020, or in any provision equivalent to that Class in any statutory instrument revoking or re-enacting that Order with or without modification).

Reason: Another alternative use of the premises which may otherwise be permitted by virtue of the above Orders could be harmful to the vitality and viability of the primary frontage within the regional centre, in accordance with Policies RL1 and CR7 of the Reading Borough Local Plan 2019.

8. No part of the commercial / non-residential floorspace of the building shall be used by members of the public outside the hours of 07:00 hours to 23:00 hours on Mondays

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to Saturdays and 08:00 hours to 20:00 hours on Sundays, Bank Holidays and other statutory holidays.

Reason: In order to protect local residents and users of the area in general from unreasonable disturbance arising from the use(s) in accordance with Policies CC7, CC8, EN16 and CR6 of the Reading Borough Local Plan 2019.

9. No change to the unit mix (4 x 1-bedroom units, 10 x 2-bedroom units and 1 x 3-bedroom unit) shall be made to the development hereby permitted without written approval from the Local Planning Authority.

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

10. No development shall commence on site, barring demolition, until a site security strategy is submitted to and approved in writing by Local Planning Authority. The site security strategy shall include details of a robust access control strategy, including external lighting and CCTV details. The approved measures contained within the site security strategy shall be implemented prior to the first occupation of any residential unit hereby approved and permanently retained and maintained thereafter.

Reason: To protect the amenity of future occupiers of the proposed development and in the interests of safeguarding the character and appearance of the buildings and the wider immediate area, in accordance with Policies CC7 and CC8 of the Reading Borough Local Plan 2019.

11. No development shall commence on site, barring demolition, until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that all of the new build dwellings hereby permitted will achieve a minimum of a 35% improvement in the dwelling emission rate over the target emission rate, as defined in The Building Regulations for England Approved Document L1A: Conservation of Fuel and Power in New Dwellings (2013 edition), a commitment in writing that a S106 contribution will be made to the Local Authority to account for any remaining emissions, and will be built to the higher water efficiency standard under Regulation 36(3),. Such evidence shall be in the form of a 'Design Stage' Standard Assessment Procedure (SAP) Assessment, produced by an accredited energy assessor.

Reason: These details are required due to insufficient information being contained within this submission and in order to ensure that the development is carried out in accordance with sustainable building standards in accordance with Policies CC2 and H5 of the Reading Borough Local Plan 2019.

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12. The new build residential development hereby permitted shall not be occupied until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that all of the new build dwellings hereby permitted have achieved a minimum of a 35% improvement in the dwelling emission rate over the target emission rate, as defined in The Building Regulations for England Approved Document L1a: Conservation of Fuel and Power in New Dwellings (2013 edition), a S106 contribution has been made to the Local Authority to account for any remaining emissions, and that it has been built to the higher water efficiency standard under Regulation 36 (3). Such evidence shall be in the form of an 'As Built' Standard Assessment Procedure (SAP) assessment, produced by an accredited energy assessor.

Reason: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policies CC2 and H5 of the Reading Borough Local Plan 2019.

13. No development shall commence on site, barring demolition, until a copy of an Interim BREEAM Certificate in accordance with the BREEAM Sustainability Standard demonstrating compliance with a minimum standard of BREEAM Very Good rating, in relation to the non- residential component of the development hereby permitted, has been submitted to and approved in writing by the Local Planning Authority.

Reason: These details are required due to insufficient information being contained within this submission and in order to ensure that the development is carried out in accordance with sustainable building standards in accordance with Policy CC2 of the Reading Borough Local Plan 2019.

14. Prior to the first occupation of any non-residential floorspace within the development hereby approved, a copy of a Final BREEAM Certificate in accordance with the BREEAM Sustainability Standard following a post-construction stage review carried out by a licensed assessor has been submitted to and approved in writing by the Local Planning Authority, demonstrating that the non-residential component of the development has attained as a minimum the standard set out in the Interim BREEAM Certificate referred to in condition 13.

Reason: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policy CC2 of the Reading Borough Local Plan 2019.

15. No development shall commence on site, barring demolition, until a copy of an Interim BREEAM Certificate in accordance with the BREEAM Sustainability Standard demonstrating compliance with a minimum standard of BREEAM Very Good rating, in relation to any converted to residential floorspace within the development hereby

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permitted, has been submitted to and approved in writing by the Local Planning Authority.

Reason: These details are required due to insufficient information being contained within this submission and in order to ensure that the development is carried out in accordance with sustainable building standards in accordance with Policies CC2 and H5 of the Reading Borough Local Plan 2019.

16. Prior to the first occupation of any converted to residential floorspace within the development hereby approved, a copy of a Final BREEAM Certificate in accordance with the BREEAM Sustainability Standard following a post-construction stage review carried out by a licensed assessor has been submitted to and approved in writing by the Local Planning Authority, demonstrating that the converted to residential component of the development has attained as a minimum the standard set out in the Interim BREEAM Certificate referred to in condition 15.

Reason: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policies CC2 and H5 of the Reading Borough Local Plan 2019.

17. * A) No development shall take place/commence until a programme of archaeological work including a Written Scheme of Investigation (WSI) has been submitted to, and approved by, the local planning authority in writing. The WSI shall include an assessment of significance and research questions; and:

1. The programme and methodology of site investigation and recording
2. The programme for post investigation assessment
3. Provision to be made for analysis of the site investigation and recording
4. Provision to be made for publication and dissemination of the analysis and records of the site investigation
5. Provision to be made for archive deposition of the analysis and records of the site investigation
6. Nomination of a competent person or persons/organisation to undertake the works set out within the WSI.

B) The Development shall take place in accordance with the WSI approved under condition (A). The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the WSI approved under condition (A) and the provision made for analysis, publication and dissemination of results and archive deposition has been secured.

Reason: The site lies in an area of archaeological potential, particularly for, but not limited to, Medieval remains. The potential impacts of the development can be

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mitigated through a programme of archaeological work. Archaeological monitoring or evaluation will ensure preservation, either by record or in situ, of any heritage assets present on the site in a manner appropriate to their significance, in accordance with paragraph 211 of the NPPF 2023 and Policies EN1 and EN2 of the Reading Borough Local Plan 2019.

18. The glazing, ventilation and any other mitigation specified including measures to protect occupants from noise from the ground floor shall be installed in accordance with the specifications recommended within the Noise Assessment submitted with the application [Noise Assessment by Venta Acoustics Ref VA4509.230228.NIA, dated 28/02/2023, as received on 09/05/2023]. The noise mitigation measures shall be retained as approved at all times thereafter.

Reason: In order to protect the amenity of future occupants of the proposed development in accordance with Policies CC8, EN16 and CR6 of the Reading Borough Local Plan 2019.

19. No mechanical plant shall be installed until a noise assessment of the proposed mechanical plant has been submitted and approved by the Local Planning Authority. The assessment shall be carried out for in accordance with BS4142:2014+A1:2019 methodology. The predicted specific sound level (LAeq,TR) (with reference to BS:4142) as measured at a point 1 metre external to the nearest noise-sensitive facade shall be at least 10dB below the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The predicted rating level, LAr,Tr (specific sound level plus any adjustment for the characteristic features of the sound) as measured at a point 1 metre external to the nearest noise-sensitive façade (habitable window of a dwelling) shall not exceed the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The plant shall thereafter only be installed in accordance with the assessment and shall thereafter be maintained so that it operates to the same standard.

Reason: To safeguard the amenities of the adjoining premises and the area generally, in accordance with Policies CC8 and EN17 of the Reading Borough Local Plan 2019.

20. Prior to the first occupation of any Class E (d) gym use hereby approved, a noise assessment shall be submitted to and approved, in writing, by the Local Planning Authority. The noise assessment shall include an assessment of the noise environment within the unit and inclusion of any required mitigation measures (including to the internal structure of the unit itself) to protect nearby occupiers from noise and disturbance, including structure borne noise. The scheme itself shall be designed, specified and constructed so that the sound insulation performance of the resultant structure is such that the indoor ambient noise levels within adjoining and nearby premises do not exceed the appropriate values for the use of the premises detailed in

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Table 4 of BS 8233:2014 as a result of noise from the gym and the impact noise does not cause disturbance to occupiers. Thereafter, the development shall not be carried out other than in accordance with the approved scheme which shall be completed before the first occupation of any gym use, and retained and maintained as such thereafter.

Reason: To protect the amenity of future users of the building, in accordance with Policies CC8, EN16 and CR6 of the Reading Borough Local Plan 2019.

21. No Class E (b) (Sale of food and drink for consumption (mostly) on the premises) use shall commence on site until an odour assessment has been carried out and a detailed odour management plan to include scaled plans, odour control specifications and a maintenance plan has been submitted to and approved in writing by the Local Planning Authority. Reference shall be made to the DEFRA guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems (Jan 2005) when assessing potential odours and selecting appropriate odour control methods. Thereafter, the development shall not be carried out other than in accordance with the approved scheme and be retained and maintained as such.

Reason: These details are required due to insufficient information being contained within this submission and to safeguard the amenity of adjoining properties and to protect the general environment in accordance with Policies CC8, EN16 and CR6 of the Reading Borough Local Plan 2019.

22. Prior to the first occupation of any residential unit hereby approved, the development shall be carried out in accordance with the air quality mitigation measures specified within the Air Quality Assessment by Syntegra Consulting Ref 22-9313, dated 22/11/2022, as received on 09/05/2023. The air quality mitigation measures shall be retained as approved at all times thereafter.

Reason: In order to protect the health of future occupants of the proposed development in accordance with Policies CC8, EN15 and CR6 of the Reading Borough Local Plan 2019.

23. No construction, demolition or associated deliveries shall take place outside the hours of 0800hrs to 1800hrs Mondays to Fridays, and 0800hrs to 1300hrs on Saturdays, and not at any time on Sundays and Bank or Statutory Holidays.

Reason: In order to protect occupiers of nearby properties from unreasonable disturbance from works connected with implementing this permission in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

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24. No materials or green waste produced as a result of the clearance of the site, demolition works or construction works associated with the development hereby approved shall be burnt on site.

Reason: In the interests of air quality, the amenity of neighbours, and to promote more sustainable approaches to waste management in accordance with Policies CC8, EN15 and CC6 of the Reading Borough Local Plan 2019.

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

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

The measures within the approved Statement shall be adhered to throughout the demolition and construction period.

Reason: These details are required due to insufficient information being contained within this submission and in the interests of protecting the amenity of local land uses or neighbouring residents, the character of the area and highway safety in accordance with Policies CC8, EN15, EN16 and TR3 of the Reading Borough Local Plan 2019.

26. No dwelling/building hereby permitted shall be occupied until the bicycle parking facility for that dwelling/building has been provided in accordance with the plans

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hereby approved. The facility shall be kept available for bicycle parking at all times thereafter.

Reason: To encourage travel by sustainable alternatives to driving a motorcar in accordance with Policies TR1 and TR5 of the Reading Local Plan 2019.

27. No residential unit hereby approved shall be occupied until the Local Planning Authority has been notified in writing of the full postal address of the unit(s) hereby approved. The notification shall be sent to the Local Planning Authority quoting the application reference specified on this Notice.

Reason: In order that the Council can update its records to ensure that parking permits are not automatically issued to the occupiers of the new residential units hereby approved, and thus ensure that the development does not harm the existing amenities of the occupiers of neighbouring residential properties by adding to the already high level of on street car parking in the area in accordance with Policies TR3 and TR5 of the Reading Borough Local Plan 2019.

28. Prior to any agreement being entered into for a new occupation of, or transfer of any interest in, the residential unit(s) hereby approved, the prospective occupier/transferee shall be informed that there is no automatic entitlement to a car parking permit for any existing residential parking permit schemes and future schemes on adjacent and surrounding streets. All material used for advertising or marketing the residential unit(s) for letting or sale shall make it clear to prospective tenants and occupiers that they will not be automatically entitled to a parking permit, but any application for a parking permit will be considered on its merits.

Reason: In order that the prospective occupiers are made aware of the fact that while they can submit an application they will not be automatically entitled to an on-street car parking permit. In the interests of the proper management of parking, and to ensure that the development does not harm the existing amenities of the occupiers of neighbouring residential properties by adding to the already high level of on street car parking in the area, in accordance with Policies TR3 and TR5 of the Reading Borough Local Plan 2019.

29. Prior to the first occupation of any residential unit in the development hereby approved, the refuse and recycling storage facilities shall be implemented fully in accordance with those details shown on approved plan 21/16/71G - Ground and Basement Floor Plans, as received 09/05/2024 and thereafter be retained for use by occupiers of the dwelling/building at all times.

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Reason: In the interests of the visual amenity of the area and to ensure that bins can be easily accessed when required in accordance with Policies CC5 and CC7 of the Reading Borough Local Plan 2019.

30. Prior to the first occupation of the relevant part of the development hereby approved, details of how refuse and recycling collections, servicing and deliveries for a) the residential units; b) any commercial unit, will be managed from the site (including vehicles, servicing and deliveries), shall be submitted to (as part of a waste collection, servicing and delivery management plan) and approved in writing by the Local Planning Authority. Thereafter, refuse collection, servicing and deliveries will be carried out fully in accordance with the approved details.

Reason: In the interests of general amenity, to ensure convenience of arrangements for refuse and recycling storage and collection and to ensure that no obstruction is caused on the adjoining highway, in the interest of highway safety and in accordance with Policies CC7, TR3 and CR6 of the Reading Borough Local Plan 2019.

31. Prior to the first occupation of any residential unit, details of biodiversity enhancements, to include at least five swift bricks built into the walls of the new development, shall be submitted and approved in writing by the Local Planning Authority. The bricks shall thereafter be installed in accordance with the approved details prior to the first occupation of any residential unit and be retained as approved at all times thereafter.

Reason: Swifts although common in Reading and other areas are declining and a bird of conservation concern due in part to a lack of nesting sites which are usually in buildings. This condition will result in biodiversity improvements in and around the development in accordance with Paragraph 186 of the NPPF 2023 and Policy EN12 of the Reading Borough Local Plan 2019.

32. Prior to the first occupation of any residential unit hereby approved, a scheme of hard and soft landscaping shall be submitted to and approved in writing by the Local Planning Authority. This scheme shall specify means of treatment for hard surfaced areas, details of the planted screen and areas of green roof, means of enclosure including mammal gaps where appropriate, specify species, planting sizes, spacing and numbers of trees/shrubs to be planted, and must include a maintenance programme detailing all operations to be carried out in order to allow successful establishment of planting.

Hard surfaced areas shall be carried out in accordance with the approved details prior to the first occupation of any residential units and be retained as approved at all times thereafter. Planting shall be carried out in accordance with the approved details in the first planting and seeding seasons following the first occupation of the building or in

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accordance with a timetable agreed in writing with the Local Planning Authority. Any trees, plants or areas of green roof which, within a period of 5 years from the date of planting, die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, to be agreed in writing by the Local Planning Authority.

Reason: In the interest of ensuring that the landscaping of the development enhances the visual local environment and in accordance with Policies CC7 and CR2 of the Reading Borough Local Plan 2019.

33. No development, barring demolition, shall commence on site until a Sustainable Drainage Strategy and associated detailed design, management and maintenance plan of surface water drainage for the site using SuDS methods has been submitted to and approved in writing by the Local Planning Authority. The plan shall include:

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

Prior to the first occupation of the building hereby permitted, the sustainable drainage scheme for the site shall be completed in accordance with the approved details. The sustainable drainage scheme shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan.

Reason: These details are required due to insufficient information being contained within this submission and in order to reduce the risk of flooding onsite or elsewhere, in accordance with Policy EN18 of the Reading Borough Local Plan 2019.

INFORMATIVES

1. The Local Planning Authority has worked positively and proactively with the applicant to resolve relevant matters to allow permission to be granted within the agreed extended timescale for the decision to be issued.
2. In accordance with Article 35 (DMPO 2015) some conditions have been highlighted (with a *) to make clear that they require approval from the Local Planning Authority before any development begins. This is because the details need to be designed or works implemented before any other works start on the site or are of a nature that it would be impractical to consider after work has started.

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3. i) The attention of the applicant is drawn to Section 59 of the Highways Act 1980, which enables the Highway Authority to recover expenses due to damage caused by extraordinary traffic.
- ii) Any works affecting the Highway shall be in accordance with Reading Borough's Council's document "Guidance Notes for Activities on the Public Highway within the Borough of Reading". The applicant should note that compliance with this document is mandatory and licences to work on the Highway will only be issued if the requirements contained within it are met. A copy can be obtained from the Council's website.
4. A section 106 Agreement has been completed for this development. A copy of the S106 Legal Agreement is available on the Council's Public Register of Planning.
5. 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.
6. Your attention is drawn to the requirement for submission of a Building Regulations application for the proposed development. Please contact RBC Building Control on Building.control@reading.gov.uk OR telephone 0118 9372449 9.00am to 1.00pm Monday to Friday
7. Complaints are commonly received about noise and dust caused by construction and demolition works, particularly working outside reasonable hours and smoke from bonfires associated with the burning of waste on site. The developer is reminded that construction and demolition associated with the approved development will be subject to environmental health law.
8. During the course of construction, the developer should take care to ensure that no part of this development (foundations, eaves, guttering, etc.) would encroach on, under or across the boundary line with the adjoining property, as the requisite Notice has not been served on the owner of that property. This permission does not confer any right of access onto land that is not under the developer's control. The developer should also be mindful of the obligations and requirements of the Party Wall Act (1996) details of which can be found at:
<https://www.gov.uk/guidance/party-wall-etc-act-1996-guidance>
9. To minimise the disturbance by noise of future residential occupiers of the flats and its effect on neighbouring residents, residential accommodation must be designed and constructed or converted so as to achieve the insulation requirements set out in Building Regulations Approved Document E.

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

For more information go to:

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

11. The occupiers of the residential unit(s) will not be automatically entitled to an on-street car parking permit. Current and new occupiers should be informed of this and be advised to find out more about parking permits on the Council's website. There is already a high level of on street car parking in the area and the site is located close to local facilities, with frequent public transport services on nearby roads.

12. Thames Water has commented that the developer will require a build over agreement before commencing works, because Thames Water believe the proposed development is within 3 metres of a public sewer (of which, the internal diameter is less than or equal to 150mm). The developer can find out more and apply on the Thames Water website <https://www.thameswater.co.uk/help/home-improvements/building-over-sewers-or-public-drains>. In addition, if applicable, Thames Water do not permit driven piles within 15m of a public sewer. The technical guidance can be found via the weblink above.

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NOTES

APPEALS TO THE SECRETARY OF STATE

If you are aggrieved by the decision of the Council to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against the Council's decision on the application you must do so within 28 days of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and you want to appeal against the Council's decision on your application, you must do so within 28 days of the date of service of the enforcement notice, or within 6 months (or 12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.

If the above circumstances do not apply, any appeal must be made within the following time limits.

If this is a householder application and you want to appeal against the Council's decision then you must do so within 12 weeks of the date of this notice. If this is an advertisement application and you want to appeal against your local planning authority's decision then you must do so within 8 weeks of the date of this notice. If you want to appeal against your local planning authority's decision for any other type of application (which is not a householder or advertisement application, or an application for a Certificate of Lawfulness) then you must do so within 6 months of the date of this notice.

Appeals can be made online at: <https://www.gov.uk/appeal-planning-decision>

If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

Purchase Notices

If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Street Naming & Numbering

You must contact Reading Borough Council to:

- Name or number a new development
- Name a new street
- Get addresses for flat conversions
- Name or rename an existing building

Otherwise the following may occur:

- You will not have an official address or postcode. When your property goes through the official process it may be given a different address and Postcode than you are currently using.
- You may have difficulty receiving mail
- You may have problems when buying goods or services such as utilities and telecommunications
- The emergency services may have difficulty locating you.
- You may have problems accessing Council services such as Education, Parking Services and Electoral Registration.

The Council is responsible for assigning house names and numbers and street names. It is also responsible for updating the National Land and Property Gazetteer (NLPG) which is a list of addresses which meet a common standard (BS7666) used throughout the country.

When a new address or change of address is requested, the Council contacts Royal Mail who check the address on behalf of the Emergency Services, assign a postcode and add it to their Postal Address File (PAF). The PAF list is used by many companies and services to check addresses, authenticate transactions and order goods, as well as deliver mail, so it is in your interest for your address to be on that list. Royal Mail will not create an address until requested to do so by the Council.

How to apply:

Email us using streetnamingnumbering@reading.gov.uk

Or telephone us on 0118 9373737

What we need to complete your request:

For new addresses or flat conversions:

- Site layout plan containing plot numbers
- Location plan - No bigger than A3 size (hard copy, PDF, JPEG or AutoCAD) showing the site boundary, including the new development, together with surrounding buildings for reference
- Anticipated completion and occupation dates

For change of address:

- You must be, or have authorisation from, the owner to request a change of address.
- Floor plan of the existing property
- Reason for change

Once created, the Council informs various bodies of your new address including the Emergency Services, Council Tax, Land Registry and utility companies as well as adding it to the National Land and Property Gazetteer.

Please be advised that companies and services using the PAF file only update the addresses monthly, quarterly or even less frequently, therefore it may take a while for your address to be listed in some places. It will, however, appear on the Royal Mail website within a few days once it has been added to the live address file.

Reading Borough Council has no control over the frequency by which other organisations update their address files.

Schedule 4 - Triggers

1 Triggers

- 1.1 Subject to Paragraph 1.2 below, to provide the Council with no less than ten (10) Working Days prior written notice of the following events:
- (a) Commencement of the Development;
 - (b) first Occupation;
 - (c) Occupation of eight (8) Residential Units;
 - (d) Occupation of twelve (12) Residential Units;
 - (e) Viability Assessment Trigger Date.
- 1.2 If any of the events listed in Paragraph 1.1 above are to occur within ten (10) Working Days of the Effective Date, to provide the Council with prior written notice of that event as soon as possible but it is agreed that such notice does not need to be given ten (10) Working Days in advance.

Schedule 5 – Employment Skills and Training

1 Construction ESP

- 1.1 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 (in which case Paragraphs 1.2 and 1.3 below shall apply), not to Commence unless and until Paragraphs 1.4 and 1.5 below have been complied with.
- 1.2 If the Owner gives written notice to the Council that it wishes to pay the Construction ESP Contribution:
 - (a) to pay the Construction ESP Contribution to the Council prior to Commencement; and
 - (b) not to Commence unless and until the Construction ESP Contribution has been paid to the Council in full.
- 1.3 On payment of the Construction ESP Contribution in accordance with Paragraph 1.2 above the provisions of Paragraphs 1.4 to 1.7 below shall absolutely determine and cease to be of any further legal effect.
- 1.4 No later than three (3) months before Commencement, to submit the Construction ESP to the Council for Approval.
- 1.5 Not to Commence unless and until:
 - (a) the Construction ESP has been Approved; and
 - (b) the ESP Monitoring Fee has been paid to the Council.
- 1.6 Not to construct otherwise than in accordance with the Construction ESP as Approved by the Council pursuant to Paragraph 1.5 PROVIDED THAT for the avoidance of any doubt this obligation shall continue until Practical Completion.
- 1.7 In carrying out its obligations under Paragraphs 1.4 to 1.6 above, to co-operate with the Council and its Partner Organisation in the preparation of, and compliance with, the Construction ESP as Approved by the Council.

Schedule 6 – Affordable Housing Contribution

1 Affordable Housing Contribution

- 1.1 Not to Occupy (or permit to be Occupied) any Residential Unit unless and until the Affordable Housing Contribution has been paid in full to the Council.

2 Additional Floorspace

- 2.1 To enter into a planning obligation under section 106 of the 1990 Act with the Council ("the Subsequent Agreement") to secure the Subsequent Affordable Housing Contribution prior to the Subsequent Planning Permission being issued by the Council if at any time after the date of this Agreement a Subsequent Planning Permission is approved in principle which gives consent for the development of Additional Residential Floorspace ("the Subsequent Development") within or on the Application Land.
- 2.2 Not to Commence or permit the Commencement of the Subsequent Development until such time as the Owner has entered into the Subsequent Agreement as described in Clause 2.1 above.

Schedule 7 - Zero Carbon Offset

1 Zero Carbon Offset

- 1.1 To ensure a minimum of thirty five percent (35%) improvement in regulated emissions over the target emissions rate as set out in the 2013 Building Regulations is provided for in each and every Residential Unit.
- 1.2 Not to Occupy more than eight (8) Residential Units until the Carbon Off-Setting Assessment has been Approved by the Council (unless a different timescale is agreed in writing with the Council to reflect the characteristics of the development).
- 1.3 Not to Occupy more than twelve (12) Residential Units until the Zero Carbon Offset Contribution has been paid to the Council.

Schedule 8 – Viability Review

1 Viability Review

- 1.1 No earlier than the Viability Review Trigger Date and no later than five (5) Working Days after the Viability Review Trigger Date, to submit an Updated Viability Appraisal and Supporting Evidence to the Council for Approval.
- 1.2 No later than twenty (20) Working Days after receipt of the Updated Viability Appraisal and Supporting Evidence pursuant to Paragraph 1.1 above, the Council shall notify the Owner of any further information it reasonably requires in order to determine whether the Updated Viability Appraisal can be Approved.
- 1.3 To provide any further information that is required by the Council pursuant to Paragraph 1.2 above no later than ten (10) Working Days following notification from the Council under Paragraph 1.2 above PROVIDED THAT this process shall continue until the Council is satisfied that it has sufficient information properly to determine the Updated Viability Appraisal.
- 1.4 If the Council has not Approved the Updated Viability Appraisal within thirty (30) Working Days of its submission pursuant to Paragraph 1.1 above (or such longer period as is agreed in writing between the Owner and the Council), the Council shall provide the Owner with written details of a suitably qualified and experienced independent assessor to determine the Updated Viability Appraisal for the Owner's approval (such approval not to be unreasonably withheld or delayed) PROVIDED THAT, for the avoidance of any doubt, the Council shall not be required to do so where the Parties (acting reasonably) consider that it would be preferable to continue discussions with a view to Approving the Updated Viability Appraisal without recourse to an independent assessor.
- 1.5 If the Council and the Owner (each acting reasonably) are unable to agree the identity of the independent assessor within ten (10) Working Days of the Council's notification pursuant to Paragraph 1.4 above, then either Party may ask the President for the time being of the Royal Institution of Chartered Surveyors to appoint an independent assessor being a surveyor from a major firm of surveyors with not less than ten (10) years' relevant experience.
- 1.6 The terms of appointment for the assessor shall be in a form approved by the Owner and the Council and the Parties shall use Reasonable Endeavours to appoint the assessor on such terms within five (5) Working Days of their identity being agreed or determined.
- 1.7 The Owner and the Council shall provide the assessor with the Updated Viability Appraisal and Supporting Evidence together with any other information relevant to the assessor's determination.
- 1.8 The assessor shall be entitled to request from either Party (with a copy to the other Party) such further information and clarification as the assessor reasonably requires for the purposes of his/her determination.
- 1.9 The Parties shall use Reasonable Endeavours to provide the assessor with any such further information as soon as reasonably practicable and shall copy the other Party on any response to the assessor.
- 1.10 The assessor shall be appointed on the basis that within twenty (20) Working Days (or such longer period as may from time to time be agreed in writing between the

Owner and the Council) of receiving the Updated Viability Appraisal and Supporting Evidence and any further information, the assessor shall notify the Parties in writing of the outcome of his/her determination.

- 1.11 The assessor's determination shall be binding on the Parties save in the case of manifest and material error.
- 1.12 The Owner shall pay the Council's reasonable costs in the Approval of the Updated Viability Appraisal within 10 Working Days of the Council's written notice of those costs.

2 Viability Review – Payment of a Deferred Contribution

- 2.1 Where the Updated Viability Appraisal, as approved in writing by the Council or the independent assessor (as the case may be) pursuant to Paragraph 1 above, identifies a Surplus, the Owner shall pay the Deferred Contribution in accordance with this Paragraph 2.
- 2.2 The Owner shall not Occupy (or permit to be Occupied) more than twelve (12) of the Residential Units unless and until the Deferred Contribution has been paid in full to the Council, PROVIDED THAT the Owner shall not be obliged to pay more than the Deferred Contribution Cap (Index Linked).

Schedule 9 - Council's obligations

1 Planning Permission

To issue the Planning Permission within five (5) Working Days of the Effective Date.

1 Contributions

1.1 Not to use the Contributions (or any part of any of them) otherwise than for the purposes specified in this Agreement and for no other purposes unless otherwise agreed in writing by the Owner.

1.2 Following receipt of a written request from the person who paid the relevant Contribution, to re-pay to that person such Contribution (or part of that Contribution) which has not upon the expiration of the Prescribed Period been expended, committed, allocated and/or contracted to be expended together with interest on any balance then remaining unspent of the relevant Contribution (or part of that Contribution) at the Bank of England base rate for the time being in force such payment to be made within twenty-eight (28) days of receipt by the Council of the written request PROVIDED THAT:

(a) any such written request for repayment must be made within six (6) months of the expiration of the Prescribed Period; and

(b) the Council shall not be required to return any part of the Contribution if it does not receive such a request within six (6) months of expiration of the Prescribed Period.

1.3 If a request for repayment of any Contribution, as specified in paragraph 2.2 above, is not received in writing, any remaining Contribution (or part of the Contribution) including any interest on any balance then held by the Council shall be used by the Council for any other purpose identified for any other Contribution in this Agreement or for the benefit of the local area in the vicinity of the Development.

Execution Page

EXECUTED (BUT NOT DELIVERED UNTIL THE DATE HEREOF) by the affixing of THE COMMON SEAL of <u>READING</u> <u>BOROUGH COUNCIL</u> in the presence of:- 	))))))) Authorised Signatory
--	--

Minute	See ODN
Originator	DA
Seal No.	323/24
Checked	<i>[Signature]</i>

**Executed as a Deed by
EUROSPEAK ACADEMY LTD**
acting by a director:

sign here

Director

```
print name
```

In the presence of:

Witness signature:

Witness sign here

Witness name:

print name: SZLEENA NADIKARINI

Witness address:

Witness occupation:

DELM LLP Solicitors

City House

3 Cranwood Street

London EC1V 9PE

~~DX: 36601 FINSBURY~~

Tel: 020 7549 7888

FAX: 020 7549 7889

www.dkhn.co.uk

Sealing Request Form – Legal Services

Please send this completed form to legalopsteam@reading.gov.uk

* Please use the following document naming convention when saving and sending this form to Legal Operations Team (LOT) and for the subject of the e-mail.

Sealing Request / DocuSign or Hard Copy / Matter Type & Name / Fee Earner / IKEN Number

Allow 5 working days

Details									
Date of request	29/08/2024								
Date request needed by. (If less than 5 days please put reason why)	30/08/2024 Notes: Completion of agreement required before 06/09/24								
Team	Planning & Highways Team								
DocuSign or Wet Ink? (If not DocuSign please specify why)	Wet Ink Notes: S106 agreements are deeds and cannot be executed using DocuSign								
Type of document	S106 Agreement								
Document title/name (and address if applicable)	Agreement in respect of land at 13-16 Market Place Reading RG1 2EG								
Have you attached the ODN? – in the correct ODN template?	Yes ☒ No ☐								
What date was the ODN authorised?	29/08/2024								
Additional authority?	N/a								
IKEN Number	026656								
Page number attestation page(s)	27								
Have you added the minute box to the attestation page? <table border="1"><tr><td>Minute</td><td></td></tr><tr><td>Originator</td><td></td></tr><tr><td>Seal No.</td><td></td></tr><tr><td>Checked</td><td></td></tr></table>	Minute		Originator		Seal No.		Checked		Yes ☒ No ☐
Minute									
Originator									
Seal No.									
Checked									
If any plans require sealing, please specify how many and the page number(s)	Signature only - one plan between pages 17 and 18, and draft planning permission on first page after page 19								

Sealing Request Form – Legal Services

How many copies?	Two
Other parties	EUROSPEAK ACADEMY LTD
Any other info or amendments or post sealing actions?	No – completion instructions will be provided post sealing
DocuSign Only	
Additional Party 1. Title / Name	
Additional Party 1. e-mail Address	
Additional Party 1. Phone No (Property only)	
Witness 1. Name (if required)	
Witness 1. e-mail Address (if required)	
Witness 1. Phone No (Property only)	
Additional Party 2 Title / Name	
Additional Party 2 e-mail Address	
Additional Party 2. Phone No (Property only)	
Witness 2 Name (if required)	
Witness 2 e-mail Address (if required)	
Witness 2. Phone No (Property only)	
Additional Party 3 Title / Name	
Additional Party 3 e-mail Address	
Witness 3 Name (if required)	
Witness 3 e-mail Address (if required)	

Legal Ops use only

<i>Date added to seal book</i>	<i>Click or tap to enter a date.</i>
<i>Seal number</i>	
<i>Set up on DocuSign / set up for wet Signature?</i>	Choose an item.
<i>Date sealed</i>	<i>Click or tap to enter a date.</i>
<i>Storage location once sealed</i>	
<i>Date completed</i>	<i>Click or tap to enter a date.</i>

