

DATED 6th September **2024**

HENLEYROAD LIMITED

and

SHAWBROOK BANK LIMITED

and

READING BOROUGH COUNCIL

AGREEMENT

constituting a Planning Obligation relating to
**205-213 Henley Road & land to the rear of 205-219 Henley Road Caversham Reading
RG4 6LJ**

(Planning Application No. 220189)

Michael Graham LLB(Hons);
MBA
Assistant Director of Legal &
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
Iken: 023168

THIS AGREEMENT is made the 6th September

2024

BETWEEN:

- (1) **HENLEYROAD LIMITED** (Co. Regn. No. 09990961) whose registered address is at 2nd Floor 32 Queensway, London, United Kingdom, W2 3RX ("the **Owner**");
- (2) **SHAWBROOK BANK LIMITED** (Co. Regn. No. 388466) whose registered address is at Lutea House, Warley Hill Business Park, The Drive, Great Warley, Brentwood, Essex CM13 3BE ("the **Mortgagee**"); and
- (3) **READING BOROUGH COUNCIL** whose address is at Civic Offices, Bridge Street, Reading RG1 2LU ("the **Council**").

hereinafter called "**the Parties**"

RECITALS

- (A) The Council is the local planning authority for the purposes of the 1990 Act and highway authority for the purposes of the 1980 Act for the borough of Reading in which the Application Land is situated and enters into this Agreement in both capacities.
- (B) The Owner is the registered proprietor of the freehold interest in the Application Land under HM Land Registry title numbers BK512795 being Land on the south-east side of 219 Henley Road, Caversham, Reading RG4 6LJ, BK512292 being Land on the south-east side of 217 Henley Road, Caversham, Reading RG4 6LJ, BK512291 being Land on the south-east side of 215 Henley Road, Caversham, Reading RG4 6LJ, BK179734 being 213 Henley Road, Caversham, Reading RG4 6LJ, BK134182 being 211 Henley Road, Caversham, Reading RG4 6LJ, BK191509 being 207 Henley Road, Caversham, Reading RG4 6LJ and BK261564 being 205 Henley Road, Caversham, Reading RG4 6LJ within the meaning of section 106(9)(b) of the 1990 Act.
- (C) The Mortgagee has the benefit of a legal charge dated 28 May 2021 which is registered at HM Land Registry under title numbers BK179734 and BK134182, and a legal charge dated 12 October 2020 which is registered at HM Land Registry under title numbers BK191509 and BK261564 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.
- (D) On 17 May 2022 the Application was validated by the Council.
- (E) On 21 June 2023 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 conditions and the Owner entering into planning obligations in the form of this Agreement.

(F) The Parties have agreed to enter into this Agreement pursuant to the resolution referred to at Recital (E) above.

(G) 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:

1980 Act

means the Highways Act 1980;

1990 Act

means the Town and Country Planning Act 1990;

Above Ground Level Works

means works carried out or to be carried out in constructing the nine (9) dwellings above ground floor slab level approved by Planning Permission 190887;

Access

means the provision (without payment of monetary or other consideration) of vehicular and pedestrian rights of way vehicular parking rights and access on the Application Land;

Actual Building Costs

means the actual Building Costs incurred at the Trigger Date;

Additional Residential Floorspace

means any one or more of (a) additional residential units created within the building which forms part of the Development and/or (b) the addition of new residential floorspace by way of an extension to the building which forms part of the Development and/or (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 Reading and to be managed and or owned by a Registered Provider or Housing Association for the benefit of an Eligible Person;

Affordable Housing Financial Contribution

means the sum of SEVENTY-FIVE THOUSAND POUNDS (£75,000) (Index Linked) to be used by the Council towards the provision of Affordable Housing in the Borough;

Agreement

means this deed of Agreement;

Application

means the application for the Planning Permission and given the reference number 220189;

Application Land

means 205-213 Henley Rd & land to the rear of 205-219 Henley Road Caversham Reading RG4 6LJ (registered under titles numbers BK512795, BK512292, BK512291, BK179734, BK134182, BK191509 and BK261564 respectively) being land against which this Agreement may be enforced as shown for identification purposes only edged in red on the Plan, a copy of which is appended at Appendix 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 to the Owner 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 and Approved and Approve shall be construed accordingly;

Approved Construction ESP

means the Construction ESP approved by the Council via its Partner Organisation pursuant to Paragraph (3) of the Part 2 of Third Schedule hereto;

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 the value of below which the current use of the site will be continued. This is the value at which a reasonable landowner will be willing to release their site for development and for the purposes for this Agreement it has been agreed that the Benchmark Land Value is £2,825,000 (TWO MILLION EIGHT HUNDRED AND TWENTY-FIVE THOUSAND POUNDS).

Building Contract

means the contract(s) for the carrying out of the Building Works to be entered into by the Owner;

Building Costs

shall mean all of the following costs reasonably and properly incurred in carrying out the Development on the Application Land incurred after the date of this Agreement:-

- (a) The actual costs of carrying out the Building Works under the Building Contract as certified by the Contract Supervisor; and
- (b) Developer Preliminaries; and
- (c) a maximum contingency of five per cent (5%) of the costs incurred in Paragraph (a) in this definition of Building Costs excluding Developer Preliminaries; and
- (d) the Building Contractors overheads and profits as reflective of prevailing market rates; and
- (e) the fees of solicitors planning consultants architects (including landscape architects) quantity surveyors building surveyors structural engineers mechanical and electrical engineers construction engineers the employer's agent any project monitor CDM co-ordinators any other reasonably anticipated professional fees and disbursements incurred in obtaining Planning Permission including the costs of entering into this Agreement and any fees and charges payable for planning and building regulation approval any National Building Council or analogous application and any inspection fees and any statutory based fees and charges payable to any statutory undertakers; and
- (f) the planning application costs associated with any future planning application for the variation of the Development; and
- (g) the cost of obtaining any Statutory Consents including all fees incurred for obtaining Statutory Consents and any other fees and contributions payable to any public or other authority and any payments due under any planning agreement (including this Agreement) entered into in order to obtain the relevant Statutory Consents; and

- (h) the cost of diversion of existing supplies and Services and the installation and connection of new supplies (including foul and surface water drainage gas water and electricity supplies and telecommunications); and
- (i) provided that the Development proceeds without unreasonable delay the costs incurred in insuring the Development and all third party and any other necessary insurance and the periodic cost of valuation for income purposes on usual terms; and
- (j) rates including sums payable pursuant to any statute or byelaw rents and value added tax where the same is not recoverable or not zero rated; and
- (k) costs of carrying out appropriate environmental surveys and monitoring and any other site investigations

Building Works

means the works of and in connection with the carrying out of the Development and includes (unless the context otherwise requires) all site clearance work, site preparation works and fitting out of the New Dwellings to a standard required for a capital disposal on the open market;

Carbon Off-setting Contribution

means a contribution towards carbon off-setting within the Borough of ONE THOUSAND EIGHT HUNDRED POUNDS (£1800) (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 2019 as set out in paragraph 1.4 of the Fifth Schedule;

CIL Regulations

means the Community Infrastructure Levy Regulations 2010 (as amended);

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 of the Development;

Community Infrastructure Levy

means community infrastructure levy as defined in the CIL Regulations;

Contract Supervisor

means the person appointed by the Owner under the Building Contract to supervise the Building Works;

Construction ESP

means the Employment and Skills Plan to be approved by the Council which incorporates the Construction Employment and Skills Measures and Provisions and which follow the provisions of the Employment Skills and Training Supplementary Planning Documents adopted by the Council on 15 April 2013 and attached at the Third Schedule;

Construction ESP Contribution

means the sum of SIXTEEN THOUSAND FOUR HUNDRED AND THIRTY SEVEN POUNDS AND FIFTY PENCE (£16,437.50) to be paid to the Council and applied by its Partner Organisation towards the Construction Employment and Skills Measures and Provisions in accordance with the Third Schedule if no ESP is forthcoming;

Construction Employment and Skills Measures and Provisions

means a range of employment skills and training measures to be developed by the Council and the Council's Partner Organisation to mitigate the impacts of the Development by ensuring that Local Labour have better access to employment opportunities available at the construction stage of the Development which in relation to the Construction ESP include those set out in the Third Schedule;

Construction ESP Monitoring Fees

means the sum to be used by the Council to monitor the Approved Construction ESP to be calculated on the basis of TWENTY FIVE pounds (£25) per Training Output and to be agreed with the Council's Partner Organisation;

Contributions

mean the Construction ESP Contribution, the Carbon Offsetting Contribution, Maximum Sum and the Affordable Housing 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;

Council's Area

means the administrative area of the Council;

Costs

means the aggregate of the Final Building Costs Finance Costs Land Costs Sales Costs Planning Costs Benchmark Land Value and Guaranteed Developer's Profit;

Deemed Disposal

means a deemed transfer of the freehold interest or grant of a long leasehold estate or interest in a New Dwelling at Open Market Value where the Owner does not dispose of the New Dwelling but lets it out or otherwise permits Occupation of the said New Dwelling;

Deferred Affordable Housing Contribution

means the sums calculated in accordance with the formula set out in Appendix Affordable Housing Supplementary Planning Document Adopted, March 2021 to be paid to and applied by the Council to the provision of Affordable Housing in the Borough which is not being provided by the Owner on the Application Land and which shall be up to the Maximum Sum as increased by Indexation;

Deferred Affordable Housing Contribution Appraisal

means the format for reporting the breakdown of the Gross Proceeds of Sale the Costs the Net Profit and the Guaranteed Developer's Profit at the Trigger Date set out at the Second Schedule;

Developer Preliminaries

means the actual ongoing running costs incurred in the construction of the Development to include scaffolding site and project management and staff plant tools site services site storage security insurance and welfare subject to a maximum of 15 per cent (15%) of the costs incurred in paragraph (a) in the definition of Building Costs;

Development

means demolition of nos. 205-213 Henley Road and rear gardens of nos. 205-219 Henley Road and erection of two (2) retirement living apartments blocks (C3 use-age restricted) including communal spaces with supporting car parking, open space landscaping and associated infrastructure. Access into the site from the adjacent development on Henley Road;

Disposal

means the transfer of the freehold interest or the grant of a leasehold estate or interest in any Dwelling and for the avoidance of doubt disposal shall not mean the exchange of contracts and expression "disposed of" "disposal" shall be construed accordingly;

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 households 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 and Provisions

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 stage 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

means a Construction ESP for the Development which is to be submitted to the Council by the Owner for Approval which incorporates the Employment and Skills Measures and Provisions set out in the Third Schedule;

ESP Monitoring Fees

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

Estimated Final Building Costs

means the sum representing the estimated Building Costs after the Trigger Date exclusive of value added tax save where value added tax is not recoverable in which case it shall be included as set out in the Deferred Affordable Housing Contribution Appraisal;

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;

Final Accounts

means a detailed final account statement including a full breakdown of all elements therein agreed between the Owner and the Contract Supervisor under the Building Contract;

Final Building Cost

means the aggregate of the Actual Building Costs and the Estimated Final Building Costs exclusive of value added tax;

Finance Costs

means the cost of finance for acquiring the Application Land, obtaining the Planning Permission and carrying out the Development including interest charges and financial charges arrangement fees commitment fees and similar costs and the redemption fees on competitive terms or terms that are reasonably obtainable and where any funding is provided by the Owner from its own resources notional interest at the interest rate at which the Owner is able to secure loan finance;

Gross Development Value means the sum determined as part of the assessment of viability at the time of planning permission to be granted and is the aggregate of the following:

- (a) the consideration received on the Transfer of each of New Dwelling (if any);
- (b) in the case of any New Dwelling that has not been Transferred at the Relevant Date, the estimated Open Market Value of each such Residential Unit;
- (c) the consideration received on each Transfer or Disposal of other revenue-generating elements of the Development (as the case may be);
- (d) in respect of the Transfer or Disposal of the New Dwelling 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 New Dwelling by way of a shared equity scheme, the full amount of the premium payable together with the up-to-date Open Market Value of any residual interest of the Owner in such New Dwelling;

- (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;

Gross Proceeds of Sale

means the actual long leasehold or freehold revenue and independently confirmed estimated revenue of each Disposal together with all other actual sale proceeds capital payments and receipts paid to or received by the Owner or by others on his behalf after the date of this Agreement in respect of any Disposal (and in the case of a Deemed Disposal the Open Market Value) including in each case (but not limiting the generality of the foregoing) any income or receipt generated by the Owner from:-

- (i) all rents licence fees and other sums received by the Owner from any licensee or occupier or any proposed licensee or occupier and
- (ii) any non-repayable sums secured from or through third parties in relation to the Development including government relief grants incentives or tax opportunities and
- (iii) the value of any overage or other performance related payment attributable to any Disposal and
- (iv) 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 his behalf for whatsoever purpose in respect of the Development and

- (v) the actual or independently estimated capitalised rental value of any ground rents on long leasehold disposals;

together with the independently estimated Open Market Value of any New Dwelling to yet be sold in respect of the Development;

Guaranteed Developer's Profit

means a sum that is seventeen point five per centum (17.5%) of any Gross Proceeds of Sale;

Highway Agreement

means an agreement entered into pursuant to all powers enabling and in particular pursuant to any one or more of sections 38, 72, 142, 184 and 278 of the 1980 Act to provide for and regulate the carrying out of the Highway Works and the agreement shall include but not be limited to:

- a. the securing of a bond (or provision of alternative security) to ensure that third party funds are available to complete the Highway Works to the reasonable satisfaction of the Council;
- b. the payment of the Council's reasonable and proper works inspection fees, maintenance fees, special orders fees, supervision fees and any other such fees as the Council shall reasonably require to the extent the same relate to the Highway Works;
- c. the payment of any commuted sums reasonably required in respect of the cost to the Council of maintaining the Highway Works;
- d. payment of the Council's reasonable and proper legal and other fees associated with the drafting negotiating and completion of the Highway Agreement;
- e. the preparation and advance approval of works drawings and traffic management measures in respect of the Highway Works;
- f. the certification and maintenance of the Highway Works;
- g. the regulating of the issue of the appropriate works and access licence to enable the Highway Works to be carried out by or on behalf of the Owner;
- h. the securing of a bond (or provision of alternative security including for the avoidance of doubt an indemnity) relating to claims under the Land Compensation Act 1973 and Noise Insulation Regulations 1975 (as amended by the Noise Insulation (Amendment) Regulations 1988 (S11988/2000)) in respect of the

Highway Works and any other indemnity and bonds for liability issues related to the Highway Works as the Council shall reasonably require;

- i. clauses dealing with the dedication as highway of the slither of land to the frontage of the site to provide the footway/cycleway scheme as illustrated on drawing J32-5410-SK-011, any land the subject of the Highway Works which is not already highway and the adoption of the highway by the Council; and
- j. the standards, procedures and timings for carrying out the Highway Works.

Highway Licence

means a licence between the Owner and the Council as Highways Authority made under Section 142 of the 1980 Act and all other enabling powers to plant and maintain trees, shrubs, plants or grass on the highway until such time the road is extended;

Highway Works

means works to extend the existing foot/cycleways across the site frontage to promote travel by alternative modes (in accordance with drawing J32-5410-SK-011);

Homes England

means Homes England (including any successor organisation);

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;

Land Costs

means the:

- i. Benchmark Land Value as agreed as part of the viability process, and
- ii. all professional and management costs reasonably and properly incurred associated with the entering into of any option agreement on the Application Land and payments thereunder; and
- iii. agents' fees reasonably and properly incurred in connection with acquisition of the Application Land and/or entering into an option agreement over the same; and
- iv. legal fees reasonably and properly incurred in connection with acquisition of the Application Land and/or entering into an option agreement over the same; and
- v. Stamp Duty and Tax incurred in the acquisition of the Application Land

Maximum Sum

means a sum calculated which represents a policy compliant level of Affordable Housing of thirty percent (30%) of the total number of New Dwellings in accordance with Appendix 4 Affordable Housing Supplementary Planning Document Adopted, March 2021;

Local Area

means the Council's administrative area;

Local Labour

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

Monitoring Fee

means the sum of ONE THOUSAND TWO HUNDRED POUNDS (£1200.00) 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;

Net Profit

means a positive figure which is more than £0 (zero pounds) where the Gross Proceeds of Sale exceed the Costs;

New Dwelling

means any one of the C3 Age-restricted dwellings formed or to be formed in the carrying out of Development pursuant to the Planning Permission and “New Dwellings” “Dwellings” shall be construed accordingly;

Occupation

means (as the context permits) beneficial occupation for the purposes permitted by the Planning Permission of any part of the Development 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);

Off-site Reptile Relocation Strategy

means the relocation strategy Reference: Letter from Crossman Associates ‘Reptile Relocation Strategy: Land at Henley Road, Caversham’ Ref A1144.004_10052023 as received 17/05/2023 (or such form thereof as may be revised or amended from time to time with the formal prior written approval of the Council) that has been prepared by the Owner and approved by the Council a copy of which is annexed at Appendix 2 to this Agreement;

Open Market Value

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

- a willing seller and a willing buyer;
- that the sale is an arm's-length transaction;
- that prior to the date of valuation there had been a reasonable period (having regard to the nature of the New Dwelling and the state of the market) for the proper marketing of the interest for the agreement of the price and terms and for the completion of the sale;
- that the state of the market level of values and other circumstances were on an earlier assumed date of exchange of contracts the same as on the date of valuation;
- that no account is taken of any additional bid by a prospective purchaser with a special interest;
- that both parties to the transaction had acted knowledgeably prudently and without compulsion; and
- that this Agreement did not bind the interest concerned

Partner Organisation

means the economic development company Reading UK CIC (Co. Registration No. 5671172) trading as Reading's Economy & Destination Agency (REDA) 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 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 Construction ESP;

Planning Permission

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

Planning Costs

means the Contributions to be paid to the Council pursuant to this Agreement (including legal fees incurred in connection with this Agreement) other than the Deferred Affordable Housing Contribution, and the Community Infrastructure Levy under the Community Infrastructure Levy Regulations 2010 (as amended), SAVE FOR THE Avoidance of doubt does not include CIL surcharges and late payment interest;

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;

Ransom Strip

means a small strip of land that adjoins other land and which is retained by the Owner to prevent access and egress to the adjoining land unless rights of access are granted or the strip itself is purchased for valuable consideration by the adjoining landowner;

Reasonable Endeavours

means that (subject to the other terms of this Agreement) the Owner 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

Owner 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 Deferred Affordable Housing Contribution Appraisal is submitted to the Council in accordance with this Agreement;

Sales Costs

means the fees disbursements and other costs reasonably and properly incurred:

- (a) of selling agents in relation to each New Dwelling; and
- (b) in relation to negotiations of any agreement for sale and sale documentation any agreement for lease and the grant of a lease and any agreements for ground rent; and
- (c) in promotional or marketing costs relating to the letting or sale of any part of the Application Land; and
- (d) of settling claims from or reaching agreement with neighbouring landowners who hold rights that will prevent the Development or whose co-operation is needed or beneficial in respect of the Development; and
- (e) all discounts incentives or allowances allowed by the Owner to any tenant or buyer (including without limitation payment of legal and agents' costs (including irrecoverable VAT) Stamp Duty and all payments for or made towards the provision of carpets curtains and white goods; and
- (f) any reasonable property related costs incurred by the Owner in carrying out any extra works at the request of an individual buyer of part of the completed Development over and above the Owner standard specification for that particular New Dwelling which increases the value of the New Dwelling and is not already accounted for as Building Costs; and
- (g) any proper legal and marketing and professional costs and other costs incurred by the Owner in acquiring any property at market value by way of part exchange on sale of any New Dwelling; and

PROVIDED ALWAYS that all such fees disbursements and other costs shall only be taken into account once when calculating the Costs;

Sales Schedule

means a schedule setting out the actual gross sales price achieved in respect of each New Dwelling that has been sold or the independently estimated Open Market Value of any New Dwelling to be sold and clearly identifying the value of discounts incentives or allowances allowed by the Owner in respect of each such New Dwelling sale;

Services

means foul and surface water sewers, water, gas mains, electricity, telephone and any other cables, sewers, drains, soakaways, conduits, wires, gutters, downpipes, watercourses or pipes serving or intended to serve the Application;

Statutory Consents

means 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;

Supporting Evidence means:

- a. for Costs actually incurred at the time the Deferred Affordable Housing Contribution Appraisal is carried out (the "relevant time");
- b. receipted invoices or other evidence of payment;
- c. costs certified by the Owner's quantity surveyor or cost consultant or other professional (subject to such person expressly owing a duty of care to the Council);
- d. for Costs yet to be incurred at the relevant time, the up to date best estimate of such costs by the Owner or where available by the Owner's quantity surveyor or costs consultant (subject to such person expressly owing a duty of care to the Council);
- e. for sale proceeds and other monies received by the relevant time, certified copies of sale contracts or completion statements by the Owner's solicitor addressed to the Council confirming in giving such confirmation that a duty of care is owed to the Council;
- f. in relation to any New Dwelling which are/is unsold at the relevant time, then such independently obtained estimates from three (3) local reputable firms of Estate Agents based on sales at the Development already effected, the trend in sale prices and the expected date of sale.

Standard Assessment Procedure Review

means a review using the Government's Standard Assessment Procedure for energy rating of dwellings in accordance with the Council's Sustainable Design & Construction SPD;

Subsequent Affordable Housing Contribution

means a financial contribution payable by the Owner to the Council for the provision of Affordable Housing in the Borough in lieu of Affordable Housing Units and the number of Affordable Housing Units to be provided and/or 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;

Training Output

means in respect of a Construction ESP, the relevant outputs for that Construction ESP as list attached at the Third Schedule 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);

Trigger Date

means the date which is fifteen (15) Working Days prior to the Disposal or Deemed Disposal of seventy five percent (75%) of all units (equating to forty one (41) units in this case);

Working Days

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

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.

2 Interpretation

- 2.1 Clause headings paragraphs and 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 Owner shall include that Owner'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 278 of the 1980 Act;
- (d) section 38 of the 1980 Act;
- (e) section 111 of the Local Government Act 1972; and
- (f) 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), 8 (lapse) and 11 (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 First to Seventh Schedules of this Agreement.

5.2 The Owner covenants with the Council:

- a) not to Commence unless and until it has served a Commencement Notice at least five (5) Working Days prior to Occupation of any part of the Development;
- 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;
- c) to notify the Council of the intended Trigger Date at least ten (10) Working Days before such occurrence;
- d) 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;
- e) to pay to the Council the Affordable Housing Financial Contribution (as increased by the Indexation provision in Clause 16) prior to first Occupation of any New Dwelling and not to Occupy or permit the first Occupation of any New Dwelling until the Affordable Housing Financial Contribution has been paid in full to the Council;

6 Council's Obligations

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

7 Fees

The Owner covenants with the Council to pay prior to the Effective Date:

- (a) the Council's reasonable legal costs in the sum of £6000.00 (SIX THOUSAND POUNDS) and expenses incurred in the preparation, negotiation and completion of this Agreement; and
- (b) the Monitoring Fee.

8 Lapse

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.

9 Future Development

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.

10 Statutory Undertakers

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 neighboring developments.

11 Release

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.

The releases provided for in this Clause 11 shall not apply to any prior or existing breach of this Agreement as at the date of disposal.

12 Right of access

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

13 **No waiver**

No waiver (whether express or implied) by the Council of any breach of or default by the Owner in performing or observing any of the terms of or covenants, obligations or restrictions in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms, covenants, obligations or restrictions or from acting upon any subsequent breach or default in respect of any of them by the Owner.

14 **No Fetter on Discretion**

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.

15 **Severance**

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 Agreement.

16 **Indexation**

The amount of each Contribution payable under this Agreement shall be Index Linked.

17 **Interest on unpaid monies**

- 17.1 If any Contribution due under this Agreement is paid late the Owner shall pay to the Council interest at the rate of four percent (4%) 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).

- 17.2 Any interest paid or payable pursuant to Clause 17.1 above shall be deemed to be part of the Contribution or sum due to which such interest relates.

18 Payments to the Council

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 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/ 023168/ 220189 or other reference quoted by the Council in the relevant S106 Demand Notice issued in respect of the obligation

No Contribution (save for Legal costs and Monitoring fee) 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.

19 Notice

- a) 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 to the Planning, Transport and Public Protection Services team or sent by pre-paid registered or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for the purpose by notice in writing and any such notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by a duly authorised signatory.
- b) 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 same time.

20 **Consents and Approvals**

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.

21 **Dispute Resolution**

21.1 In the event of any dispute arising in respect of this Agreement the parties may at any time require by notice in writing to the other an independent expert (the **Expert**) to resolve the dispute in accordance with the provisions of this Clause 21 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.

21.2 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.

21.3 The Expert shall be appointed within one (1) month of an application being made by one of the Parties.

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

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

21.6 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.

- 21.7 The decision of the Expert shall be final and binding on the Parties save in the case of manifest and material error.
- 21.8 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.
- 21.9 Nothing in Clauses 21.1 – 21.8 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Agreement.

22 Future Section 73 Permission(s)

- 22.1 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(s); 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.

23 Mortgagee

The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the security of its charge over the Application Land shall take effect subject to this Agreement PROVIDED THAT the Mortgagee or any future mortgagee or chargee shall have no liability under this Agreement unless it takes possession of the Application Land in which case it shall be deemed to be a successor in title to the Owner.

24 Third Party Rights

24.1 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.

24.2 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.

25 Local Land Charge

This Agreement is and shall be registered as a local land charge.

26 Change of Ownership

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.

27. Good Faith and Consent

It is hereby agreed and declared that any agreement approval consent confirmation comment or declaration or expressions of satisfaction required from any of the parties under the terms of this Agreement shall not be unreasonably withheld or delayed and shall be given in writing and the parties shall act in good faith and shall co-operate with each other to facilitate the discharge and obligations of the other contained within this Agreement within the timescales specified.

28 Jurisdiction

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.

FIRST SCHEDULE

Contribution / Age related Occupancy/ Above Ground Level Works

The Owner covenants and agrees with the Council as follows:

Affordable Housing Financial Contribution

- 1.1 To pay to the Council the Affordable Housing Financial Contribution prior to Occupation of any New Dwelling.
- 1.2 Not to Occupy or permit to be Occupied any New Dwelling unless and until the Affordable Housing Financial Contribution has been paid to the Council in full.

Occupancy Restrictions

- 1.3 To ensure the Class C3 New Dwellings are occupied solely by persons aged 65 years and over for the lifetime of the development.
- 1.4 Not to Occupy or permit the Occupation of any of the Class C3 New Dwellings by persons who have not attained the age of 65 for the lifetime of the development.

Above Ground Level Works

The Owner covenants with the Council that in the event that Planning Permission is granted and implemented that it will not continue with or commence any Above Ground Level Works associated with Planning Permission 190887.

SECOND SCHEDULE

(The Deferred Affordable Housing Contribution)

Part 1

The Owner covenants and agrees with the Council as follows:

1. The Owner covenants with the Council to pay to the Council the Deferred Affordable Housing Contribution provision in Clause 9 in accordance with the procedures and mechanism described in Paragraphs 2 to 11 (inclusive) below.
2. As regards the Deferred Affordable Housing Contribution the Owner will (a) maintain development accounts in a good and efficient manner and in accordance with approved accountancy and good book keeping principles and the accounts are to be made available for inspection by the Council as often as may reasonably be appropriate and (b) permit the Council under Clause 12 to have access to and inspect the Development for the purposes of verifying whether the Trigger Date has occurred.
3. The Owner agrees that in making a Disposal the Owner is under a duty to the Council to take steps to (a) use all commercial Reasonable Endeavours to maximise the Gross Proceeds of Sale from a Disposal and (b) where there is a Deemed Disposal the Deferred Affordable Housing Contribution shall be calculated by substituting Open Market Value of the New Dwelling for the Gross Proceeds of Sale.
4. The Owner shall provide to the Council no later than the Trigger Date the Deferred Affordable Housing Contribution Appraisal in accordance with and in the form set out at Part 2 of this Second Schedule which shall confirm whether a Net Profit has been achieved and the calculation of the Deferred Affordable Housing Contribution and shall include evidence of all Costs and Gross Proceeds of Sale including copies of Building Contract Final Accounts Sales Schedule and other Supporting Evidence.
5. Upon receipt of the Deferred Affordable Housing Contribution Appraisal the Council may request in writing that the Owner provide further information to verify any matter or figure within the Deferred Affordable Housing Contribution Appraisal PROVIDED THAT such written request is served on the Owner within 20 (Twenty) Working Days of the date on which the Council receives the said Deferred Affordable Housing Contribution Appraisal.

6. If a written request for further information is received from the Council in accordance with Paragraph 5 above the Owner shall provide such further information to the Council within 20 (twenty) Working Days of such request.
7. The Owner shall maintain development accounts in a good and efficient manner and in accordance with approved accountancy and good book keeping principles and the accounts are to be made available for inspection by the Council as often as may reasonably be appropriate to enable the Council to verify the calculation of the Deferred Affordable Housing Contribution.
8. Notwithstanding clauses 5, 6 and 7 above the parties shall use their Reasonable Endeavours to agree the calculation of the Deferred Affordable Housing Contribution but in the event of a dispute which cannot be resolved between the parties either party (acting reasonably) may refer the matter to the Expert in accordance with Clause 21 and the Owner shall pay the Deferred Affordable Housing Contribution to the Council within 20 (twenty) Working Days of the determination made under the provisions of Clause 21.
9. In the event that the calculation of the Deferred Affordable Housing Contribution is agreed between the parties the Owner shall pay the Deferred Affordable Housing Contribution to the Council prior to Occupation and/or Disposal of seventy five percent (75%) of any of the units (i.e. 41 units) or within 20 (twenty) Working Days of the date of the parties' agreement, whichever occurs first.
10. In the event of late payment under Paragraphs 6 or 9 above the Owner shall also be required to pay to the Council interest on the Deferred Affordable Housing Contribution from the date on which the Deferred Affordable Housing Contribution falls due to the date on which it is paid.
11. The Owner may at any time after practical completion but prior to the Trigger date pay to the Council the Maximum Sum (as increased by the Indexation Provision at Clause 16) together with notice to that effect and thereupon the obligations under this Second Schedule shall cease to apply.

Part 2

("Deferred Affordable Housing Contribution Appraisal")

ACTUAL & FORECAST TOTALS	ACTUAL £ (at late stage review)	FORECAST £ (at Planning stage)
Revenue		
Gross Development Value (including any other capital receipts & income)		£23,370,000
Land Value		
Benchmark Land Value		
	£2,825,000	
Building Costs		
Build Costs (inc max 5% Contingency at forecast and not at late-stage review)		£13,765,000
Inc Preliminary Costs		
Professional Fees		£1,310,958
Sales Costs		£701,100
Finance Costs		TBC
TOTAL		
Planning Costs		
Total		
Target Profit (%)		17.5
Deferred Affordable Housing Contribution		

THIRD SCHEDULE

(The Construction Employment and Skills Obligations)

PART 1

1. Construction Employment and Skills Measures and Provisions

The requirements of the Construction ESP are that it shall:-

- a. identify and promote in collaboration with the Partner Organisation or any other organisation as the Council may nominate employment opportunities generated in relation to both the construction of the Development
- b. target Local Labour (although not to the exclusion of people from outside the Borough of Reading) in relation to both the construction of the Development
- c. establish a youth apprenticeship scheme to enable young people between the ages of 18 and 21 to apply for designated full time and part time positions with the Owner
- d. set out the means of and timetable for implementing and/or seeking to achieve the identified objectives of the Approved Construction ESP
- e. a programme for payment of the Construction ESP Monitoring Fees
- f. the reporting mechanisms (with reports to be not less than six (6) monthly) on progress in implementing and/or achieving the objectives of the Approved Construction ESP

PART 2

ESP Obligations

The Owner covenants and agrees with the Council as follows:

Construction ESP

- (1) Unless the Owner gives written notice to the Council that they wish to pay the Construction ESP Contribution in lieu of their obligation to prepare the Construction ESP the Owner shall not Commence the Development until the provisions of Paragraphs (3) and (5) below have been complied with
- (2) If the Owner give written notice to the Council that they wish to pay the Construction ESP Contribution as described in Paragraph (1) above then:-

- (a) they shall pay the Construction ESP Contribution to the Council at least twenty (20) Working Days prior to the Commencement of the Development and the Owner shall not Commence the Development until the Construction ESP Contribution has been paid in full including any interest due under the terms of this Agreement; and
 - (b) on payment of the Construction ESP Contribution in accordance with Paragraph (2)(a) above the provisions of Paragraphs (3)-(5) below shall cease to have effect.
- (3) If the Owner wish to prepare and implement the Construction ESP and do not give notice as described in Paragraph (2) above then at least twenty (20) Working Days prior to Commencement of the Development the Owner shall submit the Construction ESP to the Council for Approval (and if necessary re-submit until Approved).
- (4) The Owner shall not Commence the Development until the Construction ESP submitted by the Owner has been Approved pursuant to Paragraph (3) of this Third Schedule.
- (5) In the event that the Construction ESP submitted by the Owner is Approved by the Council under Paragraph (3) of this Third Schedule and the Development is Commenced the Owner shall implement observe monitor and comply with the Approved Construction ESP to the reasonable satisfaction of the Council until Practical Completion of the Development.
- (6) In carrying out its obligations under Paragraphs (3)–(5) of this Third Schedule the Owner shall co-operate with the Council and its Partner Organisation in the preparation and compliance by the Owner of the Construction ESP.
- (7) Where the objectives of the Approved Construction ESP falls below the specified targets the Council reserves the right to:
 - a) Notify the Owner of its concerns with regards to any under performance of the Approved Construction ESP and request the Owner makes good any under performance in order to comply with the Approved Construction ESP during the Construction of the Development AND the Owner shall have twenty eight (28) Working Days in which to comply with the Approved Construction ESP

- b) If after the twenty eight (28) Working Days in accordance with the clause above have elapsed and the Owner has failed to ensure the Construction of the Development in accordance with the Approved Construction ESP then the Council shall request the payment of the Construction ESP Contribution and the Owner shall pay the Construction ESP Contribution to the Council no later than fourteen (14) Working Days from such request.

ESP Monitoring Fees

- (8) The Owner shall pay to the Council the ESP Monitoring Fees for any Approved Construction ESP as calculated by the Owner in accordance with the Employment Skills and Training SPD and the programme for payment set out in the Approved Construction ESP.

FOURTH SCHEDULE
(“Additional Floorspace”)

The owner covenants and agrees with the Council as follows:

- 1.1 To enter into a section 106 agreement 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.
- 1.2 Not to Commence or permit the Commencement of the Subsequent Development until such time as the Owner has entered into the Subsequent Agreement as referred to in Clause 1.1 of this Fourth Schedule.

FIFTH SCHEDULE
(Carbon Offset)

The Owner covenants and agrees with the Council as follows:

1. The Owner covenants with the Council as follows:

- 1.1 following Practical Completion of each New Dwelling to carry out a Standard Assessment Procedure Review, which shall be paid for by the Owner and carried out by an independent assessor accredited to carry out Standard Assessment Procedure Reviews;
- 1.2 following Practical Completion of the final Dwelling to submit to the Council for approval all of the Standard Assessment Procedure Reviews carried out under in accordance with paragraph 1.1 of this Fifth Schedule together with a schedule of air permeability tests for each New Dwelling to demonstrate that each New Dwelling achieve a minimum of thirty-five per cent (35%) improvement in regulated emissions over the target emission rate in the 2013 Building Regulations (the "As-Built Assessment");
- 1.3 to pay the Carbon Off-Setting Contribution (as Index Linked) paid in accordance with paragraph 1.4 of this Fifth Schedule to the Council within twenty (20) Working Days of being notified by the Council in writing of its approval of the As-Built Assessment.
- 1.4 The following calculation shall be used to determine the Carbon Off-Setting Contribution:

Target Emission Rate - (35% CO₂/m²/yr) = (65% CO₂/m²/yr)

As detailed in the 2013 Building Regulations	Required on-site improvement over 2013 Building Regulations	offset through a Section 106 contribution
--	---	---

SIXTH SCHEDULE
(Highways)

The Owner covenants and agrees with the Council as follows:

1 Highway Agreement

- 1.1 No later than six (6) months after Commencement of the Development, to enter into a Highway Agreement relating to the Highway Works.
- 1.2 To Practically Complete the Highway Works in accordance with the Highway Agreement entered into pursuant to Paragraph 1.1 in this Sixth Schedule PROVIDED THAT in any event the Development shall not be Occupied unless and until the Highway Works have been Practically Completed.

2 The Highway Licence

Not to Occupy or permit Occupation of the Development until it has executed and delivered to the Council a completed Highway Licence.

3 Land for adoption

- 3.1 Not to encumber nor deal with the land (or any part of it) as shown on drawing number J32-5410-SK-011 in any manner pursuant to which the Owner may be prevented from carrying out its covenants and obligations contained in this Agreement.
- 3.2 To dedicate the land shown on drawing number J32-5410-SK-011 to the Council for the carrying out the Highway Works and such land shall become a highway maintainable at the public's expense.

4 Ransom Strip

- 4.1 Not to create or retain any Ransom Strip along the entire length of the eastern boundary of the application site; and
- 4.2 To dedicate the slither of land to the frontage of the site to provide the footway/cycleway scheme as illustrated on drawing J32-5410-SK-011.

SEVENTH SCHEDULE

(Off-site Reptile Relocation Strategy)

The Owner covenants and agrees with the Council as follows:

Prior to commencement of the Development the Owner shall implement and adhere to the approved Off-site Reptile Relocation Strategy throughout the lifetime of the Development; and at any time when the requirements of the Off-site Reptile Relocation Strategy are not being complied with the Owner shall forthwith take any steps reasonably required to remedy such non-compliance.

EIGHTH SCHEDULE
(Council's Obligation)

1. Within five (5) Working Days after the date of this Agreement the Council will issue the Planning Permission.
2. In this Agreement where the agreement approval consent or any other expression of satisfaction is required from the Council that agreement approval consent or any other expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
3. The Council covenants with and undertakes to the Owner that the Contributions will be utilised for the purposes specified in the Agreement and for no other purposes.
4. 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 with the Owner.
5. 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 10 years been expended, committed, allocated and/or contracted to be expended together with interest on any balance that remains unspent of the relevant Contribution (or part of that Contribution) at a rate 1% per annum above the base rate of the Bank of England for the time being in force and such payment to be made within twenty-eight (28) days of receipt by the Council of the written request PROVIDED THAT:
 - i. any such written request for repayment must be made within six (6) months of the expiration of 10 years; and
 - ii. 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 10 years.
6. If a request for repayment of any Contribution, as specified above, is not received in writing, any remaining Contribution (or part of the Contribution) including any interest on any balance held by the Council shall be used by the Council for any other purpose identified in this Agreement or for the benefit of the local area in the vicinity of the Development.

NINTH SCHEDULE
(Draft Decision Notice)



Reading

Borough Council

Working better with you

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

APPLICATION FOR FULL PLANNING PERMISSION

To: Turley
The Pinnacle
20 Tudor Road
Reading
RG1 1NH

Application No: 220189
Application type: Full Planning Approval

Applicant: Henley Road 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: Demolition of nos. 205-213 Henley Road and rear gardens of nos. 205-219 Henley Road and erection of 2 retirement living apartments blocks (C3 use-age restricted) including communal spaces with supporting car parking, open space landscaping and associated infrastructure. Access into the site from the adjacent development on Henley Road.

At: 205 - 213 (odd) & land to the rear of 215 - 219 (odd) Henley Road Caversham Reading RG4 6LJ

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 *RE*



Application At: 205 - 213 (odd) & land to the rear of 215 - 219 (odd) Henley Road
Caversham Reading RG4 6LJ

Application No: 220189

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:

8466-BOW-A0-XX-DR-A-0001 Rev / - Location Plan
As received 25/03/2022

2200122/205 - Gross Internal Areas - 205 Henley Road
2200122/207 - Gross Internal Areas - 207 Henley Road
2200122/209 - Gross Internal Areas - 209 Henley Road
2200122/211 - Gross Internal Areas - 211 Henley Road
2200122/213 - Gross Internal Areas - 213 Henley Road
As received 01/11/2022

8466-BOW-ZZ-ZZ-DR-A-3205 - Existing Elevations: No. 205
8466-BOW-ZZ-ZZ-DR-A-3207 - Existing Elevations: No. 207
8466-BOW-ZZ-ZZ-DR-A-3209 - Existing Elevations: No. 209 and 211
8466-BOW-ZZ-ZZ-DR-A-3213 - Existing Elevations: No. 213
As received 14/12/2022

8466-BOW-A1-ZZ-DR-A-3007 - Existing Site Elevations
8466-BOW-A1-ZZ-DR-A-3008 - Existing Site Sections
As received 25/03/2022

8466-BOW-A1-ZZ-DR-A-2002 Rev P11 - Block A Lower & Upper Ground Floor Plans
8466-BOW-A1-ZZ-DR-A-2003 Rev P10 - Block A First & Second Floor Plan
8466-BOW-A1-ZZ-DR-A-3001 Rev P6 - Block A Elevations
8466-BOW-A1-ZZ-DR-A-3009 Rev P1 - Proposed Building Sections Block A
8466-BOW-A2-ZZ-DR-A-2001 Rev P7 - Block B Ground & First Floor Plans

Date:

Assistant Director of Planning, Transport and
Public Protection Services *RE*



Reading
Borough Council

Working better with you

8466-BOW-A2-ZZ-DR-A-3010 Rev P1 - Proposed Building Sections Block B
As received 20/01/2023

8466-BOW-A0-ZZ-DR-A-3002 Rev P6 - Site Sections
8466-BOW-A1-ZZ-DR-A-2004 Rev P10 - Block A Third Floor & Roof Plan
8466-BOW-A1-ZZ-DR-A-3011 Rev P3 - Sections showing link to 215
8466-BOW-A2-ZZ-DR-A-3001 Rev P6 - Block B Proposed Elevations
8466-BOW-A2-ZZ-DR-A-2002 Rev P10 - Block B Second & Third Floor Plans
As received 21/02/2023

8466-BOW-A0-ZZ-DR-A-3001 Rev P9 - Contextual Elevations
As received 08/03/2023

8466-BOW-A0-ZZ-DR-A-1001 Rev P17 - Proposed Site Plan - Carpark Level
8466-BOW-A0-ZZ-DR-A-1002 Rev P15 - Proposed Site Plan - Roof Level
As received 16/05/2023

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 demolition, 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, in accordance with Policy CC7 of the Reading Borough Local Plan 2019.

4. * 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 where required:

Date:

Assistant Director of Planning, Transport and
Public Protection Services *RE*



- 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.

5. No development shall commence on site, barring demolition, until a plan showing suitable vehicle parking spaces, including at least three disabled parking bays across the site, is submitted to and approved in writing by the Local Planning Authority. All of the vehicle parking spaces shall be provided in full accordance with the approved details prior to first occupation of the relevant residential block (a) Block A, b) Block B) and thereafter kept free of obstruction and retained in accordance with the approved details and shall remain available for the parking of vehicles at all times.

Reason: These details are required in order to ensure that the development is provided with adequate parking facilities to meet the needs of future occupiers and to reduce the likelihood of roadside parking which could be a danger to other road users in accordance with Policies TR3 and TR5 of the Reading Local Plan 2019.

6. No dwelling/building hereby permitted shall be occupied until the vehicle access serving it has been constructed in accordance with the plans hereby approved (8466-

Date:

Assistant Director of Planning, Transport and
Public Protection Services *RB*

BOW-A0-ZZ-DR-A-1001 Rev P17 - Proposed Site Plan - Carpark Level, as received 16/05/2023; J32-5410-SK-011 - Proposed Footway/Cycleway on Henley Road - Site Frontage, as received on 19/04/2023).

Reason: In the interests of road safety, in accordance with Policies TR1 and TR3 of the Reading Local Plan 2019.

7. Prior to the first occupation of any residential unit within the relevant residential block (a) Block A, b) Block B) hereby approved, a plan showing how at least 6 covered, secure cycle parking spaces can satisfactorily be provided to serve the individual block shall be submitted to and approved in writing by the Local Planning Authority. The cycle parking spaces shall be provided in full accordance with the approved details prior to the first occupation of the relevant block and thereafter kept free of obstruction and retained in accordance with the approved details and shall remain available for the parking of cycles at all times.

Reason: These details are required due to insufficient information being contained within this submission and in order to encourage travel by sustainable alternatives to private cars in accordance with Policies TR3 and TR5 of the Reading Local Plan 2019.

8. Prior to the first occupation of any residential unit within the relevant residential block (a) Block A, b) Block B) hereby approved, the refuse and recycling storage facility for the relevant block shall be implemented fully in accordance with those details shown on the approved plan (8466-BOW-A0-ZZ-DR-A-1001 Rev P17 - Proposed Site Plan - Carpark Level, as received 16/05/2023) and thereafter retained for use for refuse and recycling storage by occupiers of the relevant building at all times.

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

9. Prior to first occupation of any residential unit within the relevant residential block (a) Block A, b) Block B) hereby approved, details of how refuse and recycling collections will be managed from the site (including vehicles, servicing and deliveries), shall be submitted to 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 and TR3 of the Reading Borough Local Plan 2019.

Date:



Assistant Director of Planning, Transport and
Public Protection Services *RE*



10. No dwelling(s)/building(s) hereby approved shall be occupied until the roads/private drive serving it have been provided in accordance with the approved drawings (8466-BOW-A0-ZZ-DR-A-1001 Rev P17 - Proposed Site Plan - Carpark Level, as received 16/05/2023; J32-5410-SK-011 - Proposed Footway/Cycleway on Henley Road - Site Frontage, as received on 19/04/2023) to the satisfaction of the Local Planning Authority.

Reason: In the interests of road and pedestrian safety in accordance with Policies TR1 and TR3 of the Reading Borough Local Plan 2019.

11. Prior to first occupation of any residential unit within the relevant residential block (a) Block A, b) Block B) hereby approved, details of an electric vehicle (EV) charging Scheme comprising a layout plan and detailed specification for a minimum of ten percent of all vehicle parking spaces within that block to be provided with electric vehicle charging points, and a further ten percent of spaces provided with cabling and other supporting infrastructure reasonably required to enable EV charging points to be fitted at a later date, has been submitted to and approved in writing by the Local Planning Authority.

No dwelling within the relevant block shall be first occupied until the Scheme for that block has been fully provided in accordance with the approved details. The spaces shall be maintained for vehicle charging in accordance with the approved Scheme at all times thereafter.

Reason: In the interests of environmentally sustainable transport in accordance with Policies TR3 and TR5 of the Reading Borough Local Plan 2019.

12. The glazing, ventilation and any other mitigation specified shall be installed in accordance with the specifications recommended within the Noise Assessment submitted with the application (Noise Assessment by Suono Ref 2730.RP.1.4 Final // 1 February 2022).

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

13. * No development shall commence on site, including any demolition works hereby approved and any preparatory works, until an assessment of the nature and extent of contamination has been submitted to and been approved in writing by the Local Planning Authority. This assessment must be undertaken by a competent person, and shall assess any contamination on the site, whether or not it originates on the site. Moreover, it must include:

(a) a survey of the extent, scale and nature of contamination;

Date:

Assistant Director of Planning, Transport and
Public Protection Services *RE*



Reading
Borough Council

Working better with you

(b) an assessment of the potential risks to:

- human health,
- property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
- adjoining land,
- groundwaters and surface waters,
- ecological systems,
- archaeological sites and ancient monuments;

Reason: These details are required due to insufficient information being contained within this submission and to ensure the development is suitable for its end use(s) and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy EN16 of the Reading Borough Local Plan 2019.

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

Reason: These details are required due to insufficient information being contained within this submission and to ensure the development is suitable for its end use(s) and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy EN16 of the Reading Borough Local Plan 2019.

15. The approved remediation scheme under Condition 14 shall be implemented in accordance with the approved timetable of works. A validation report (that demonstrates the effectiveness of the remediation carried out) shall be submitted to and approved by the Local Planning Authority before construction above foundation level.

Reason: To ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy EN16 of the Reading Borough Local Plan 2019.

Date:

Assistant Director of Planning, Transport and
Public Protection Services *RE*



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

An assessment of the nature and extent of contamination shall be undertaken and where remediation is necessary a remediation scheme, together with a timetable for its implementation, shall be submitted in writing to the Local Planning Authority for its written approval. The measures in the approved remediation scheme shall be implemented in accordance with the approved timetable. Halted works shall not be recommenced until the measures identified in the approved remediation scheme have been completed and a validation report has been submitted to and been approved in writing by the Local Planning Authority.

Reason: To ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy EN16 of the Reading Borough Local Plan 2019.

17. No construction, demolition or associated deliveries shall take place outside the hours of 08:00 to 18:00 hours Mondays to Fridays, and 09:00 to 13:00 hours on Saturdays, and not at any time on Sundays and Bank or Statutory Holidays without prior written approval from the Local Planning Authority.

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.

18. 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 CC5, CC8 and EN15 of the Reading Borough Local Plan 2019.

19. Prior to first occupation of any residential unit within the relevant residential block (a) Block A, b) Block B) hereby approved, details of measures to prevent pests and vermin accessing the bin store(s) within the relevant block shall be submitted to and approved in writing by the Local Planning Authority. The approved bin storage, including pest and vermin control measures, shall be provided in accordance with the approved details prior to first occupation of the relevant block and shall not be used for any purpose other than bin storage at all times thereafter.

Date:

Assistant Director of Planning, Transport and
Public Protection Services *RE*

Reason: To ensure that adequate provision is made for the storage of refuse and that the facilities provided include suitable measures to prevent pests and vermin in accordance with Policies CC5 and CC8 of the Reading Borough Local Plan 2019.

20. No development, barring demolition to ground level, shall take place until the applicant or their agents or successors in title have secured the implementation of a programme of archaeological work (which may comprise more than one phase of works) in accordance with a written scheme of investigation, which has been submitted by the applicant and approved by the planning authority. The development shall only take place in accordance with the detailed scheme approved pursuant to this condition.

Reason: The site lies within an area of archaeological potential. The condition will ensure that any archaeological remains within the site are adequately investigated and recorded in order to advance our understanding of the significance of any buried remains to be lost and in the interest of protecting the archaeological heritage of the Borough, in accordance with Policy EN2 of the Reading Borough Local Plan 2019.

21. No development shall be occupied until confirmation has been provided that either: - 1) all water network upgrades required to accommodate the additional demand to serve the development have been completed; or 2) a development and infrastructure phasing plan has been agreed with Thames Water to allow development to be occupied. Where a development and infrastructure phasing plan is agreed no occupation shall take place other than in accordance with the agreed development and infrastructure phasing plan.

Reason: The development may lead to no / low water pressure and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity is made available to accommodate additional demand anticipated from the new development, in accordance with Policies CC9, EN16 and EN18 of the Reading Borough Local Plan 2019.

22. The development shall be carried out in accordance with the submitted flood risk assessment and addendums (Flood Risk Assessment and Drainage Strategy by Judwaa Revision 2 dated 31/01/2022; Addendum No. 1 - Flood Risk Assessment and Drainage Strategy by Judwaa dated September 2021; Addendum No. 2 - Flood Risk Assessment and Drainage Strategy by Judwaa dated January 2022, as all received on 11/02/2022) and the following mitigation measures they detail:

- Finished floor levels shall be set no lower than 40.75 metres Above Ordnance Datum (mAOD) for Block A and 38.90 mAOD for Block B

Date:



Assistant Director of Planning, Transport and
Public Protection Services *RE*



- Compensatory storage shall be provided on a level for level basis as shown in Table 2-2: Fluvial Floodplain Compensation and Figures 2-1: Fluvial Floodplain Compensation Plan

These mitigation measures shall be fully implemented prior to the first occupation of the relevant residential block and subsequently in accordance with the scheme's timing/phasing arrangements. The measures detailed above shall be retained and maintained thereafter throughout the lifetime of the development.

Reason: In order to reduce the risk of flooding to the proposed development and future users and prevent flooding elsewhere by ensuring that compensatory storage of flood water is provided, in accordance with paragraph 167 of the NPPF and Policy EN18 of the Reading Borough Local Plan 2019.

23. No change to the unit mix - 17 x 1-bedroom and 38 x 2-bedroom units - 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 Policies H2 and H6 of the Reading Borough Local Plan 2019.

24. No development shall commence on site, barring demolition works hereby approved, until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that all of the 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 to further investigate the provision of a ground source heat pump system at the site (in the form of a feasibility report, instead of the presently proposed air-source heat pumps), a commitment in writing that a S106 contribution will be made to the Local Authority to account for any remaining emissions, a commitment to 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, CC3, CC4, CC9 and H5 of the Reading Borough Local Plan 2019.

25. The relevant residential block of development hereby permitted (a) Block A); b) Block B) shall not be occupied until written verification has been submitted to and

Date:

Assistant Director of Planning, Transport and
Public Protection Services *HE*

approved in writing by the Local Planning Authority demonstrating that all of the dwellings hereby permitted within the relevant block 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, any recommendations within the ground source heat pump system feasibility report have been completed 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 and relevant supporting commentary and evidence.

Reason: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policies CC2, CC3, CC4, CC9 and H5 of the Reading Borough Local Plan 2019.

26. No development shall commence on site, barring demolition, until a details of the proposed roof mounted Photovoltaics have been submitted to and approved in writing by the Local Planning Authority. These details shall include a roof plan showing the location and position of the Photovoltaics, their dimensions, manufacturers' specification, and ongoing maintenance arrangements. The approved Photovoltaics shall thereafter be installed in accordance with these approved details prior to the first occupation of the relevant residential block and maintained in good working order in accordance with the manufacturer's instructions.

Reason: These details are required due to insufficient information being contained within the application submission, in order to incorporate measures to adapt to climate change and in the interests of visual amenity, in accordance with Policies CC3 and CC7 of the Reading Borough Local Plan 2019.

27. No development, barring the demolition works hereby approved, shall commence on site until a fire statement has been submitted to and approved in writing by the Local Planning Authority. The statement shall include:

- i. the principles, concepts and approach relating to fire safety that have been applied to each block of the development
- ii. the site layout
- iii. emergency vehicle access and water supplies for firefighting purposes
- iv. what, if any, consultation has been undertaken on issues relating to the fire safety of the development; and what account has been taken of this
- v. compliance statement in relation to policies relating to fire safety in relevant local development documents having been taken into account

Date:



Assistant Director of Planning, Transport and
Public Protection Services *RE*

vi. 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.

The fire strategy shall be completed in accordance with the approved details prior to the first occupation of the building in the development. The fire strategy shall be managed and maintained thereafter in accordance with the agreed strategy.

Reason: These details are required due to insufficient information being contained within the application submission and in order to ensure the consideration of fire safety matters as they relate to land use planning are incorporated at the planning stage and approved measures are completed and maintained in the future, in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

28. 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. The approved measures contained within the site security strategy shall be implemented prior to the first occupation of any residential unit within the relevant residential block 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.

29. Prior to first occupation of any residential unit within the relevant block (a) Block A); b) Block B) all communal areas, such as the lounge areas shown on approved plans: 8466-BOW-A0-ZZ-DR-A-1001 Rev P17 - Proposed Site Plan - Carpark Level, as received 16/05/2023; 8466-BOW- A1-ZZ-DR-A-2002 Rev P11 - Block A Lower & Upper Ground Floor Plans, as received 20/01/2023; and, 8466-BOW-A2-ZZ-DR-A-2001 Rev P7 - Block B Ground & First Floor Plans, as received 20/01/2023, shall be ready for use and retained only for uses ancillary to the Class C3 age restricted use hereby approved thereafter, and shall not operate as stand-alone facilities under any other Use Class.

Reason: In the interests of providing a suitable standard of accommodation for future occupiers and the potential for wider use of the building and to prevent any undue noise and disturbance or increased traffic generation in accordance with Policies CC8 and TR3 of the Reading Borough Local Plan 2019.

30. Prior to the first occupation of any residential unit at third floor level of Block A (as per 8466-BOW-A1-ZZ-DR-A-2004 Rev P10 - Block A Third Floor & Roof Plan, as received 21/02/2023) hereby approved, details of privacy screens at third floor level of Block A

Date:



Assistant Director of Planning, Transport and
Public Protection Services *RE*

(to include the location and position of the screens, their dimensions, design and manufacturer's specification, and ongoing maintenance arrangements) shall be submitted to and approved in writing by the Local Planning Authority. The approved privacy screens will be installed before the first occupation of the relevant residential units hereby approved and shall be permanently maintained as such.

Reason: These details are required due to insufficient information being contained within the application, to safeguard the amenities of the adjoining residential units from overlooking and loss of privacy in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

31. Prior to first occupation of any residential unit within the relevant block (a) Block A); b) Block B) details demonstrating that all proposed dwellings within the relevant block will be accessible and adaptable in accordance with M4(2) of the Building Regulations, unless built in line with M4(3) and that across the development as a whole at least four of the dwellings will be wheelchair user dwellings in accordance with M4(3) of the Building Regulations shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details prior to first occupation of the relevant block and be retained as approved at all times thereafter.

Reason: To provide a suitable standard of accommodation for future occupiers and ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with Policies CC8, H5 and H6 of the Reading Borough Local Plan 2019.

32. 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.

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.

33. Prior to first occupation of the development hereby permitted, the sustainable drainage scheme for the site has been completed in accordance with the submitted

Date:



Assistant Director of Planning, Transport and
Public Protection Services *RE*

and approved details pursuant to condition 32. The sustainable drainage scheme shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan.

Reason: To reduce the risk of flooding onsite or elsewhere in accordance with Policy EN18 of the Reading Borough Local Plan 2019.

34. * The demolition of buildings shall not commence until updated dusk and dawn bat surveys of the buildings has been undertaken and a licence for development works affecting bats has been obtained from the Statutory Nature Conservation Organisation (Natural England) and a copy of the licence (or an email from Natural England that the site has been registered under a bat mitigation class licence) has been submitted to and approved in writing by the Local Planning Authority. Thereafter mitigation measures detailed in the licence shall be maintained in accordance with the approved details. Should the applicant conclude that a licence for development works affecting bats is not required for all or part of the works the applicant is to submit a report to the Local Planning Authority detailing the reasons for this assessment and this report is to be approved in writing by the Local Planning Authority prior to commencement of demolition.

Reason: To ensure that bats, a group of protected species and a material consideration in the planning process, are not adversely affected by the development, in accordance with Policy EN12 of the Reading Borough Local Plan 2019.

35. * No development shall take place (including demolition, ground works, vegetation clearance) until a construction environmental management plan (CEMP: Biodiversity) has been submitted to and approved in writing by the local planning authority. The CEMP (Biodiversity) shall include the following.

- a) Risk assessment of potentially damaging construction activities.
- b) Identification of "biodiversity protection zones".
- c) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements).
- d) The location and timing of sensitive works to avoid harm to biodiversity features.
- e) The times during construction when specialist ecologists need to be present on site to oversee works.
- f) Responsible persons and lines of communication.
- g) The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person.
- h) Use of protective fences, exclusion barriers and warning signs.

The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details.

Date:



Assistant Director of Planning, Transport and
Public Protection Services *RE*

Reason: To minimise impacts on biodiversity in accordance with Paragraphs 180 and 185 of the NPPF (2021) and Policy EN12 of the Reading Borough Local Plan 2019.

36. a) No development, barring demolition, shall commence on site until details of biodiversity enhancements, to include 10 bird and/or bat boxes, bricks or tiles built into the walls of the new building(s) shall be submitted and approved in writing by the Local Planning Authority.

b) A brief letter report confirming that the boxes, bricks or tiles have been installed (including a simple plan showing their location and photographs of the boxes, bricks or tiles in situ) and a programme for ongoing maintenance, shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation of any residential unit within the relevant building. The biodiversity enhancement scheme shall be adhered to in accordance with the agreed programme and retained and maintained thereafter.

Reason: To incorporate biodiversity improvements in and around developments in accordance with paragraph 180 of the NPPF and Policy EN12 of the Reading Borough Local Plan 2019.

37. No development, barring demolition, shall commence on site until a report detailing the external lighting scheme and how this will not a) adversely impact upon wildlife and b) for the protection of amenity of occupiers and neighbours, has been submitted to and approved in writing by the Local Planning Authority.

In relation to a) the report shall include the following figures and appendices:

- A layout plan with beam orientation
- A schedule of equipment
- Measures to avoid glare
- An isolux contour map showing light spillage to 0.5 lux demonstrating that the Berry Brook corridor along the southern boundary remains unlit

In relation to b) the report shall include a plan indicating the locations of the lights, specifications, height, luminance; lens shape/beam pattern and orientation, any hoods/shades, and an isolux contour map to show light spill levels (down to 2 lux if operating between 23:00 and 07:00, or down to 10 lux if operating only between 07:00 and 23:00) and showing neighbouring buildings. The details shall demonstrate that light levels will not exceed the relevant guidance lux levels specified in the Institute of Lighting Professionals : Guidance Notes for the Reduction of Obtrusive Light GN01:2011 and shall also demonstrate how glare will be controlled.

Date:



Assistant Director of Planning, Transport and
Public Protection Services *RE*

The approved scheme in relation to a) and b) shall thereafter be installed before first occupation of the buildings and the external lighting shall thereafter be maintained and operated in accordance with the approved details.

Reason: To limit the impact of light pollution from artificial light on nature conservation and to protect the privacy and amenity of adjoining and future occupiers and enhance the appearance of the development, in accordance with paragraph 185 of the NPPF and Policies CC7, CC8, EN12, EN13, EN16 of the Reading Borough Local Plan 2019.

38. No development, barring demolition, shall commence on site until a Biodiversity Net Gain Plan based on the net gain information that details how the habitats on the site will be created, established, managed, and monitored (including details of the frequency of monitoring periods), in perpetuity, has been submitted to and approved in writing by the Local Planning Authority. The Biodiversity Net Gain Plan shall demonstrate that there will be a minimum of a 10% uplift in biodiversity units using the DEFRA 3.1 Metric. The Biodiversity Net Gain Plan shall thereafter be implemented. The results of the monitoring shall be submitted to the Local Planning Authority and the local environmental records centre within 4 weeks of the end of each monitoring period.

Reason: To ensure that the development results in a Biodiversity Net Gain Of at least 10% above baseline levels, in accordance with paragraphs 174 and 180 of the NPPF and Policy EN12 of the Reading Borough Local Plan 2019.

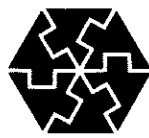
39. No development, barring demolition, shall commence on site until a comprehensive scheme of hard and soft landscaping has been submitted to and approved in writing by the Local Planning Authority. These details shall include:

- a. Proposed finished ground and floor levels or contours, means of enclosure (including mammal gaps where appropriate), car parking layouts, other vehicle and pedestrian access and circulation areas;
- b. Hard surfacing materials and minor artefacts and other ancillary structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting, external services, etc);
- c. Soft landscaping details shall include planting plan, specification (including cultivation and other operations associated with plant and grass establishment), tree pit specifications, schedules of plants, noting species, planting sizes and proposed numbers/densities where appropriate, and implementation timetable;
- d. A maintenance programme detailing all operations to be carried out in order to allow successful establishment of planting;

Date:



Assistant Director of Planning, Transport and
Public Protection Services *RE*



Reading
Borough Council

Working better with you

e. routes and details of proposed and existing functional services above and below ground including foul and surface water drainage, soakaways and SUDs details, power, communications cables and water and gas supply pipelines, including access points;

The approved hard and soft landscaping scheme shall be carried out in accordance with the approved details prior to the occupation of any part of the development or in accordance with a timetable approved in writing by the Local Planning Authority.

Any trees or plants 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: These details are required prior to commencement of development because of insufficient information contained within this submission and in the interest of ensuring that the landscaping of the development enhances the visual local environment and in accordance with Policies CC7 and H6 of the Reading Borough Local Plan 2019.

40. Prior to first occupation of the development hereby approved, a plan indicating the positions, design, materials and type of boundary treatment to be erected, shall be submitted to an approved in writing by the Local Planning Authority. Where appropriate the boundary treatment shall include the provision of mammal gaps. The boundary treatment shall be implemented in accordance with the approved plan before the relevant part of the development is first occupied.

Reason: In order to protect the privacy of adjoining and future occupiers and in the interests of the visual amenities of the locality and local wildlife in accordance with Policies CC7 and EN12 of the Reading Borough Local Plan 2019.

41. No development, barring demolition, shall commence on site until a landscape management plan, including long term design objectives, management responsibilities, timescales and maintenance schedules for all landscape areas, other than privately owned, domestic gardens, shall be submitted to and approved in writing by the Local Planning Authority. The landscape management plan shall thereafter be carried out in accordance with the approved details and for the period specified.

Reason: In order to ensure that provision is made to allow satisfactory maintenance of the landscaping hereby approved in accordance with Policies CC7, H6, EN12 and EN14 of the Reading Borough Local Plan 2019.

42. Protective measures, including fencing, ground protection, supervision and working procedures shall be carried out in accordance with the Arboricultural Report and Method Statement / Tree Protection Plan prepared by Clever Tree Consultants

Date:

Assistant Director of Planning, Transport and
Public Protection Services *RE*



(Arboricultural Report Tree Survey, Arboricultural Impact Assessment & Arboricultural Method Statement Ref CTC220713-PD-11a dated February 2023, as received on 08/03/2023). Any deviation from the works prescribed or methods agreed in the report will require prior written approval from the Local Planning Authority.

Reason: In order to ensure that reasonable measures are taken to safeguard trees in the interests of local amenity and the enhancement of the development itself in accordance with Policy EN14 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. 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.
3. Before any planning consent is implemented an agreement under Section 278 of the Highways Act, 1980, will be required with respect to works affecting the existing highway. The applicants should contact the Transport Development Control Section (Transport.DevelopmentControl.gov.uk) to discuss arrangements for this.
4. Before any planning consent is implemented an agreement under Section 38 of the Highways Act, 1980, may be required with respect to adoption of new roads and paths by the Borough Council. The applicants should contact the Transport Development Control Section (Transport.DevelopmentControl.gov.uk) to discuss arrangements for this.
5. A S142 licence will be required which permits the occupier or the owner of any premises adjoining the adopted highway to plant and maintain trees, shrubs, plants or grass on the highway until such time the road is extended.
6. A section 106 Agreement has been completed for this development. A copy of the S106 Legal Agreement is available on the Council's Public Register of Planning

Date:

Assistant Director of Planning, Transport and
Public Protection Services *RB*



Reading
Borough Council

Working better with you

7. 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.

8. 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

9. 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.

10. 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:

www.communities.gov.uk/publications/planningandbuilding/partywall

11. 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:

https://images.reading.gov.uk/2019/12/CIL_Advice_to_Applicants.pdf

12. Thames Water advises that a Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. Thames Water would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges

Date:

Assistant Director of Planning, Transport and
Public Protection Services *RE*



Reading

Borough Council

Working better with you

into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk Application forms should be completed on line via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.

Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. Should you require further information please see <https://www.thameswater.co.uk/developers/larger-scale-developments/planning-your-development/working-near-our-pipes>

There are public sewers crossing or close to your development. If you're planning significant work near our sewers, it's important that you minimize the risk of damage. Thames Water will need to check that your development doesn't limit repair or maintenance activities, or inhibit the services we provide in any other way. The applicant is advised to read: <https://www.thameswater.co.uk/developers/larger-scale-developments/planning-your-development/working-near-our-pipes>

Thames Water would recommend that petrol / oil interceptors be fitted in all car parking/washing/repair facilities. Failure to enforce the effective use of petrol / oil interceptors could result in oil- polluted discharges entering local watercourses.

Thames Water do NOT permit the building over or construction within 3m of water mains. If you're planning significant works near our mains (within 3m) Thames Water will need to check that your development doesn't reduce capacity, limit repair or maintenance activities during and after construction, or inhibit the services Thames Water provide in any other way. The applicant is advised to read <https://www.thameswater.co.uk/developers/larger-scale-developments/planning-your-development/working-near-our-pipes>

The proposed development is located within 15m of Thames Waters underground assets, as such the development could cause the assets to fail if appropriate measures are not taken. Please read the guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near pipes or other structures. <https://www.thameswater.co.uk/developers/larger-scale-developments/planning-your-development/working-near-our-pipes> Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk

The developer can request information to support the discharge of the Thames Water condition by visiting the Thames Water website at thameswater.co.uk/preplanning.

Date:

Assistant Director of Planning, Transport and
Public Protection Services *RE*



Reading

Borough Council

Working better with you

The applicant is advised that their development boundary falls within a Source Protection Zone for groundwater abstraction. These zones may be at particular risk from polluting activities on or below the land surface. To prevent pollution, the Environment Agency and Thames Water (or other local water undertaker) will use a tiered, risk-based approach to regulate activities that may impact groundwater resources. The applicant is encouraged to read the Environment Agency's approach to groundwater protection (available at <https://www.gov.uk/government/publications/groundwater-protection-position-statements>) and may wish to discuss the implication for their development with a suitably qualified environmental consultant.

13. Environmental permit - advice to applicant

The Environmental Permitting (England and Wales) Regulations 2016 require a permit or exemption to be obtained for any activities which will take place:

- on or within 8 metres of a main river (16 metres if tidal)
- on or within 8 metres of a flood defence structure or culverted main river (16 metres if tidal)
- on or within 16 metres of a sea defence
- involving quarrying or excavation within 16 metres of any main river, flood defence (including a remote defence) or culvert
- in a floodplain more than 8 metres from the river bank, culvert or flood defence structure (16 metres if it's a tidal main river) and you don't already have planning permission.

For further guidance please visit <https://www.gov.uk/guidance/flood-risk-activities-environmental-permits> or contact the National Customer Contact Centre on 03708 506 506 (Monday to Friday, 8am to 6pm) or by emailing enquiries@environment-agency.gov.uk.

The applicant should not assume that a permit will automatically be forthcoming once planning permission has been granted, and the EA advise them to consult with the EA at the earliest opportunity.

14. In respect of condition 31 (Pre-occupation accessible and adaptable and 5% wheelchair user dwelling details), it is suggested and strongly recommended that you explore and seek to provide in excess of the 5% wheelchair user dwellings required by policy when submitting details to seek to discharge this condition, owing to the nature of the proposed accommodation.

15. In respect of condition 5 (car parking layout), further to discussions at the Planning Applications Committee meeting on 21st June 2023, it is suggested and strongly recommended that you explore and seek to provide more than 3 disabled parking bays

Date:

Assistant Director of Planning, Transport and
Public Protection Services



Reading
Borough Council

Working better with you

at the site when submitting details to seek to discharge this condition, owing to the nature of the proposed accommodation.

16. 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
Public Protection Services *DE*

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.

TENTH SCHEDULE
the Employment Skills and Training Supplementary Planning Document

Employment, Skills and Training

SUPPLEMENTARY PLANNING DOCUMENT

Final Adopted April 15th 2013

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

Email: ldf@reading.gov.uk



www.reading.gov.uk



Reading
Borough Council
Working better with you

Reading Borough Local Development Framework

Supplementary Planning Document

EMPLOYMENT, SKILLS & TRAINING

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

FINAL ADOPTED SPD APRIL 2013

Head of Planning and Building Control
Reading Borough Council

April 15th 2013

CONTENTS

1.0 Purpose and Status of the Document	3
2.0 Context	4
3.0 Policy Background	4
4.0 Justification	6
5.0 Types of Employment, Skills and Training	8
6.0 How will contributions be calculated and which developments will pay?	11
Appendix 1: Benchmarks to be used in construction employment, skills plans, and definitions of the outputs	13
Appendix 2: Definition of the end user training initiatives outputs - commercial developments only	18
Appendix 3: Employment Density	19

1.0 Purpose and Status of the Document

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

2.0 Context

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

3.0 Policy Background

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

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

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

³ Centre for Cities Outlook 2012

⁴ Reading Diamond's Local Economic Assessment, 2010

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

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

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

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

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

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

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

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

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

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

4.0 Justification

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

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

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

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

⁸ Index of Multiple Deprivation 2007, DCLG

5.0 Types of Employment, Skills and Training

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

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

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

Type of Economic Development Measure	Proposed use/s to contribute	Size of development to contribute	Rate/ means of calculation
Construction Phase	All	Major applications: -Commercial and other uses of gross internal floor area of 1000m ² / 1ha or more; -Residential - 10 units/ 0.5ha or more	Where an agreed ESP is provided by a developer for them to deliver it will be based on construction benchmarks from the National Skills Academy for Construction projects (refer to Appendix 1), and labour market patterns in the industry. These set out the expected levels of employment, apprenticeships and training for the size of development, based on the total construction cost. A monitoring fee will be required for the Skills for Business Coordinator (SfBC) to monitor the agreed ESP. The fee for this will be £25 per training output as agreed through the ESP. <i>If a developer chooses not to provide an ESP themselves then a financial contribution will be sought and will be based on the following calculation:</i> £2,500¹³ x Gross internal floor area of scheme (m²) / 1000m² This contribution will be used to fund and deliver the relevant employment, skills and training outcomes. These will be commensurate to the scale of the development, as set out in a detailed, fully costed ESP, developed by the Skills for Business Co-ordinator (SfBC). 3% of the total contributions will be used to support the role of the SfBC. The SfBC will be responsible for working with developers to develop and deliver all ESP objectives, to maximise their reach to local people and to report progress including confirmation that all ESP outcomes have been discharged. The SfBC will work across a network of Skills for Business training providers thus providing the developer (and Council) with a single point of contact for all ESP related matters. They will regularly liaise with JobcentrePlus to ensure that clients are able to access ESP training.

¹³ Average cost of construction training

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

¹⁴ Consideration will be given to basing the calculation on the net increase, where some/ all of the floorspace has been in continuous use for at least 6 months in the 12 months leading up to the submission of the planning application

¹⁵ Using HCA Employment Density figure – See Appendix 3

¹⁶ Average cost of end user related training

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

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

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

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

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

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

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

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

First principles

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

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

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

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

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

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

APPENDIX 3: EMPLOYMENT DENSITY

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

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

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

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

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

Polish

Se você precisar de ajuda para preencher ou entender este documento de planejamento ou formulário de alvará de construção, por favor telefone para 0118 955 3717 ou visite o Serviço de Atendimento ao Cliente no andar térreo do Centro Cívico (Civic Centre).

Portuguese

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

Punjabi

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

Urdu

This document is also available in large print or audio format.



www.reading.gov.uk



Reading
Borough Council

Working better with you

APPENDIX 1

(Plans)

Plan 1 - J32-5410-SK-011

Plan 2 – Location Plan



— Site

Access road to be constructed as part of the adjacent development.

0 5m 10m 20m 30m 40m 50m 100m

SCALE BAR

Date: 24.03.21

Checked by: AM

Sheet Name: Location Plan

Project No: 8466

Revision: /

Drawn by: RPB

Scale @ A4: 1:1250

Purpose of issue: Planning

Status:

Drawing No: 8466-BOW-A0-XX-DR-A-0001

Do not scale from this drawing

This drawing is the copyright of Bowman Riley Architects Limited. ©

Henleyroad Ltd

205-213, r/o 215-219 Henley Road, RG4 6LJ

BOWMAN RILEY
ARCHITECTS • BUILDING CONSULTANTS • INTERIORS

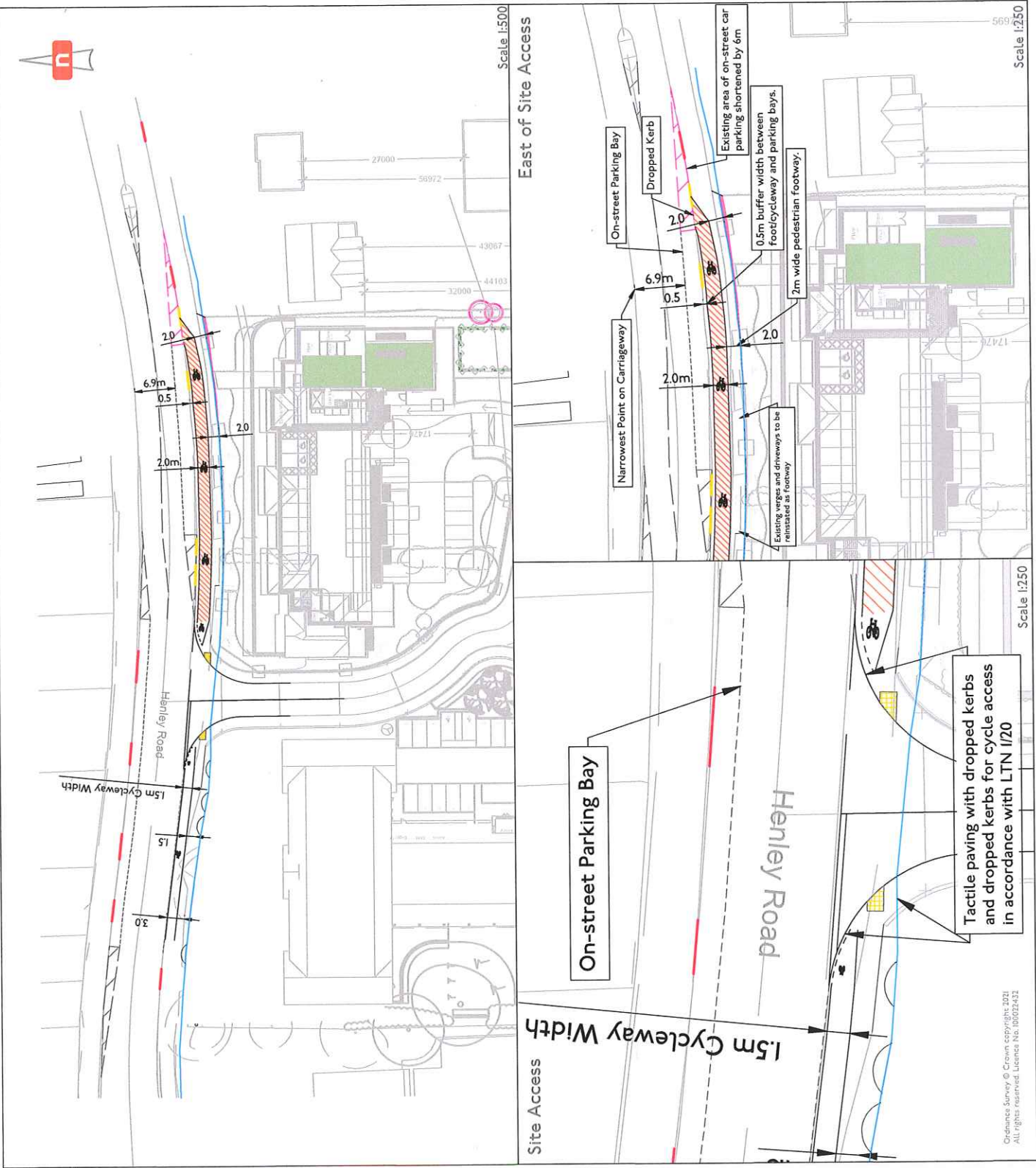
Revision	Date	By	Chk
----------	------	----	-----

Note:

- The drawing is indicative and subject to discussions with Local & national highway authorities. This design is also subject to confirmation of land ownership, topography location of statutory services, detailed design and traffic modelling.
- Road markings & traffic signs are to be in accordance with 'The Traffic Signs Regulations and General Directions 2016'.
- Do not scale from this drawing. Work from figured dimensions only.
- All dimensions are shown in metres unless noted otherwise.
- For Planning and Section (its purposes only) (not for construction)
- Dimensions of the proposed extension of the cycleway provided in accordance with guidance contained within the LTN 1/20

Key

- Existing Dropped Vehicular Crossings
- Dropped Vehicular Crossings to be removed
- Proposed area to be offered up as additional public highway to enable future continuation of 20m wide cycleway to the west by RBC
- Extent of cycleway at 20m width and footway at 20m width, as per LTN 1/20
- Extent of on-street parking shortened by 6m to enable sufficient cycleway / footway widths along the site's frontage
- Existing public highway boundary



REV	DATE	Initial Issue	REMARKS
-	19.04.2023		

Knowles Construction Limited

Proposed Retirement Living, Henley Road,
Caversham

Proposed Footway/Cycleway on Henley Road
- Site Frontage

DRAWING NO.	J32-5410-SK-011
DRAWN	SB
CHECKED	MM
SCALE	Various at A3
DATE	April '23

mode
transport planning

mode transport planning
07-013 Tottenham Court Road
London, W1T 7NY
T: 020 7600 0200
E: info@modeproject.co.uk
W: www.modeproject.co.uk

APPENDIX 2
(Off-site Reptile Relocation Strategy)



Mr L Anthony

By email

Our ref: A1144.004_10052023

10 May 2023

Dear Lloyd

Reptile Relocation Strategy: Land at Henley Road, Caversham

Many thanks for looking into potential reptile relocation sites. It is understood that you have been given permission to move the reptiles to a local site owned by Tarmac.

Method statements

Reptiles

Receptor site

The receptor site being proposed is an area of land owned by Tarmac, which is a flooded former gravel quarry. The site is centred on Ordnance Survey grid reference SU 745 764 and consists of rough grassland, rush pasture, carr woodland, scrub, hedgerows and waterbodies. The site is large, covering an area of 20 ha (including waterbodies) and is capable of accepting a small number of reptiles without any need for habitat improvements. The site is shown on Figure 1, Appendix I and photographs of the site are included in Appendix II.

The receptor site will be improved with the installation of three reptile refugias and indicative locations are shown in the Appendices. Refugias are best located in open areas. A refugia is formed by excavating a hole measuring at least 2 m square and 50 cm deep. The hole is filled with a layer of gravel to aid drainage and then filled up with stones, rocks and logs with a pile of branches and brash over the top, creating lots of nooks and crannies where reptiles can hide and hibernate. The finished height of the refugia will be 1.5 m. Wood from hedge laying or scrub clearance is ideal for this. The

Crossman Associates
Ecological Consultants
Fire Engine House
Oakhill, Bath BA3 5BJ
Telephone 01761 233414
info@crossmanassociates.co.uk

www.crossmanassociates.com

Crossman Associates is a trading name of Alex
Crossman Environmental Consulting Ltd.
Director: Alex Crossman BSc (Hons) MCIEEM
Registered in England and Wales No. 07584957
VAT No. 153020845

excavated turf and soil would then piled over the top of the logs and brash as an insulating layer and to protect it from frost. Ensure gaps are left for reptiles to enter and exit the finished hibernaculum.

Relocation exercise

Prior to any site works, the reptile relocation exercise will be undertaken followed by a destructive search, to protect reptiles on the site. The objective of this exercise being to relocate the reptiles from the proposed development area to the receptor site detailed above.

A temporary reptile fence will be installed along the east and west boundary of the site to prevent recolonisation during the translocation exercise. There are areas of hardstanding at the north and a watercourse to the south; it is assumed that these areas will form a barrier to reptile movement and fencing will therefore terminate where it meets hardstanding and watercourse. The laying of the reptile fence will require shallow trenching that will require vegetation removal, including areas of ornamental planting and grassland. Trenching will be undertaken by a small tracked excavator or by hand and work will be overseen by an ecologist or ecological clerk of works.

Any features such as rubble piles which potentially afford resting places for reptiles, if present, will be dismantled by hand by a suitably qualified ecologist or ecological clerk of works.

Any other vegetation in the construction area will initially be reduced to a height of 10 centimetres above ground level by hand, brushings and cuttings removed, and the remainder left for a minimum period of 48 hours of fine warm weather before clearing to minimise the risk of harming/killing any amphibians and / or reptiles that may be present and to encourage their movement onto adjoining land.

Reptile relocation

Reptile refuges will be laid out across the site in order to increase the potential for reptile captures; to maximize capture a maximum density of 1000 refuges per hectare will be laid out in a grid in suitable habitat across the site. . The refuges will be allowed to settle and establish two weeks. This will be done when reptiles are active, between April and mid-August to provide sufficient time to complete the process.

Refuges will be checked during optimum weather conditions i.e. when the temperature is neither too hot nor too cold, usually between 08.30 and 11.00 hours or between 16.00 and 18.30 hours and during periods of cloud with sunny spells and little wind.

When walking between refuges, the ground 2 to 3 m in front of the surveyor and existing natural basking sites will be carefully checked for reptiles basking in the open.

Slow worms will be carefully collected by hand and surveyors will wear gloves at all times. The size, sex and age of each slow worm will be noted so that a summary report can be issued at the completion of the translocation exercise.

The site is small and supports a moderate population of slow worm, so an according level of trapping effort will be employed. A minimum of 20 trapping days will be undertaken during optimal conditions (see below). The translocation will continue until five consecutive days with no captures are made.

Animals will be collected in a bucket with vegetation at the bottom transported immediately to the receptor site.

All records will be submitted to Thames Valley Environmental Records Centre.

Destructive search

Once the reptile relocation is completed, the remaining vegetation and topsoil will be removed from within the construction site. This will be undertaken using an excavator equipped with a toothed bucket. This clearance and topsoil removal will be carried out under the supervision of an ecologist or Ecological Clerk of Works, which will enable a fingertip search and destructive search of the site, and any further reptiles found will be relocated to the receptor site. This destructive search will be undertaken between the end of the capture period and September when reptiles are most active. Once completed, the temporary reptile fence will be removed.

Give me call if you would like to discuss.

Yours sincerely



Alex Crossman BSc (Hons) MCIEEM

Managing Director

NATURAL SOLUTIONS



Title Reptile relocation plan
Figure 1
Date 9 May 2023

3 x reptile refugia/hibernacula
will be built on the receptor
site.

Client Mr L Anthony

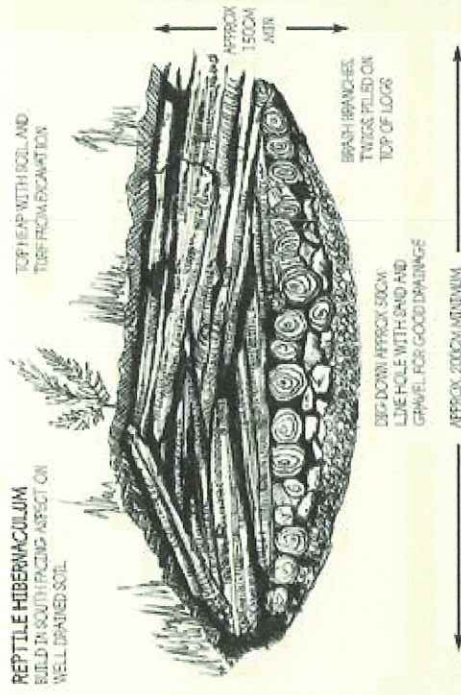
Title Reptile refugia spec.

Site Henley Road, Caversham

Figure 2

Date 9 May 2023

Scale Indicative





Approximate alignment
of temporary reptile fence.

Constructed of Caudon
polythen and pegged with
37mm x 37mm x 1200mm
stakes.

Fence will be installed with
trenching machine or
small tracked excavator.

Client L Anthony

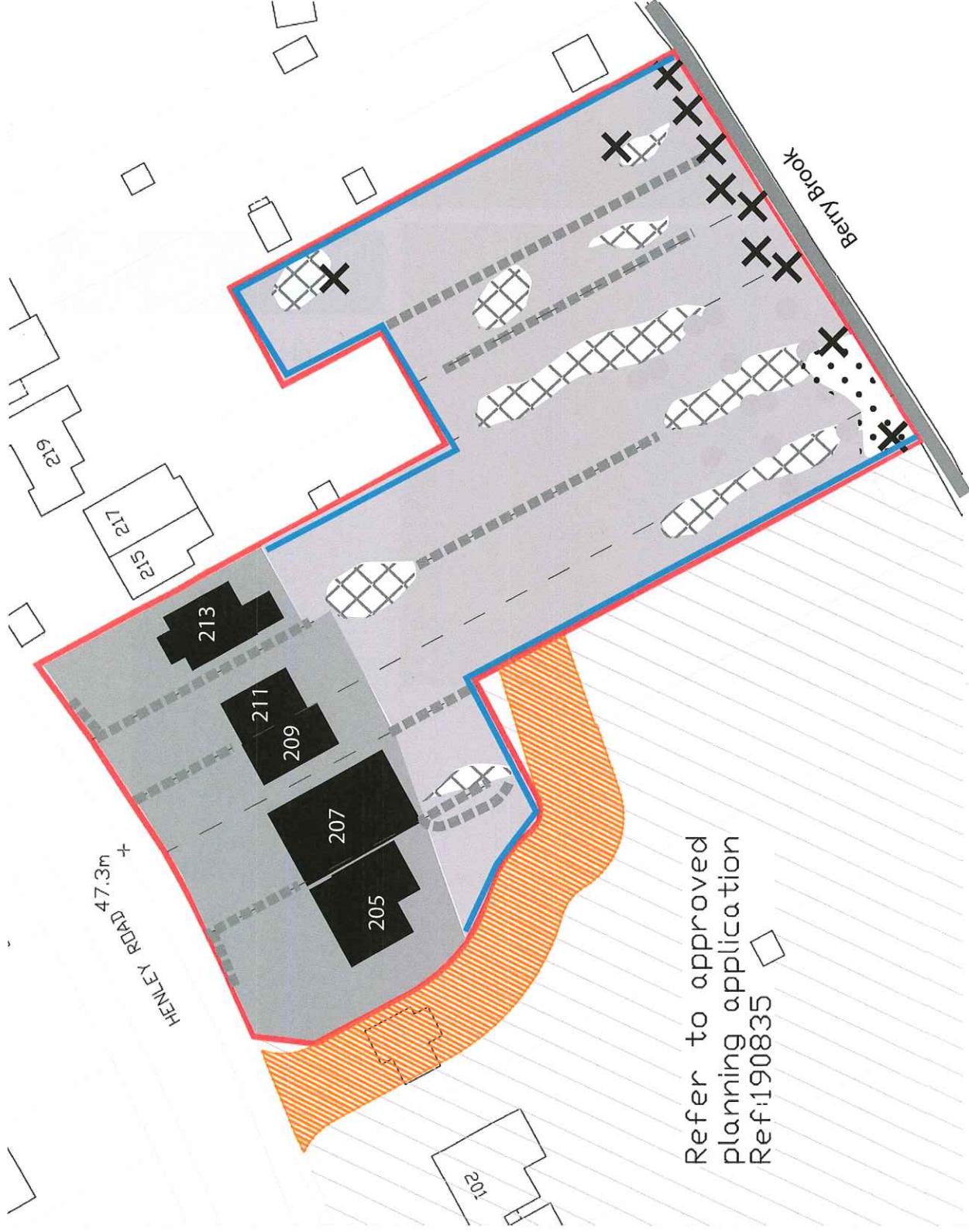
Title Reptile Fence Plan

Site 205-219 Henley Road

Figure 3

Date 9 May 2023

Scale Indicative



Photographs



Photograph 1:

Typical habitat on the translocation site, including tussocky grassland and rush pasture



Photograph 2:

Adjacent to the lakes are areas of open willow carr woodland

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

EXECUTED (BUT NOT DELIVERED UNTIL)
UNTIL THE DATE HEREOF) AS A DEED)
by **HENLEYROAD LIMITED**)
acting by _____ a director

in the presence of:


.....
Witness signature:

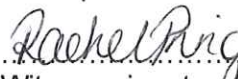
Witness name: **DAN FILTH**

Witness address: **12TH FLE, 25 CHAPEL STREET**
LONDON NW1 5DH


.....
Director

EXECUTED (BUT NOT DELIVERED UNTIL)
UNTIL THE DATE HEREOF) AS A DEED) by **Kevin Brassington - Macdonald as attorney for**
SHAWBROOK BANK LIMITED)
acting by _____ a director
under a power of attorney dated 25th April 2024

in the presence of:


.....
Witness signature:

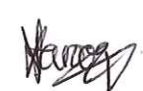
Witness name: **RACHEL PRING**

Witness address:

LIGHTFOOTS LLP
1-3 HIGH STREET
THAME
OXON
OX9 2BX


.....
~~Director~~

EXECUTED (BUT NOT DELIVERED)
UNTIL THE DATE HEREOF) by)
the affixing of THE COMMON)
SEAL of **READING BOROUGH**)
COUNCIL in the presence of:-

Authorised Signatory 
LUBNA FAROOQI HAMEED

Minute	PAC 31.05.2023 Min No.7 and PAC 21.09.23 Min No.15
Originator	PT
Seal No.	330/24
Checked	LPH

DATED 6th September 2024

HENLEYROAD LIMITED

and

SHAWBROOK BANK LIMITED

and

READING BOROUGH COUNCIL

AGREEMENT

constituting a Planning Obligation relating to
**205-213 Henley Road & land to the rear of 205-219 Henley Road Caversham
Reading RG4 6LJ**

(Planning Application No. 220189)

Michael Graham LLB(Hons);
MBA
Assistant Director of Legal &
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
Iken: 023168