

DATED 4th October **2024**

SORBON ESTATES LIMITED
(the Owner) (1)

and

READING BOROUGH COUNCIL
(the Council) (2)

AGREEMENT

**constituting Planning Obligations relating to
land at Reading Link Retail Park, Rose Kiln Lane, Reading**

(Appl. No. 231077)

Michael Graham LLB (Hons);
MBA
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 027258

THIS AGREEMENT is made the 4th day of October 2024

BETWEEN:

- (1) **SORBON ESTATES LIMITED** (company registration number 01128100) of Sorbon, Aylesbury End, Beaconsfield, Buckinghamshire, HP9 1LW (hereinafter referred to as "**the Owner**"); and
- (2) **READING BOROUGH COUNCIL** of Civic Offices Bridge Street Reading RG1 2LU ("**the Council**")

RECITALS

A. Planning Obligation

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

B. The Land

The Council is the local planning authority for the purposes of the 1990 Act for the borough of Reading in which the Application Land is situated.

C. Land Ownership

The Owner is the registered proprietors of the freehold interest in the Application Land under HM Land Registry title number BK269796 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

D. Planning Application

An application (given reference 231077 by the Council) has been submitted to the Council for the development of the Application Land.

E. Planning Permission

The Council and the Owner having regard to the Council's statutory development plan and to all other material considerations consider that Planning Permission should be granted for the Development pursuant to the Application subject to the prior completion of this Agreement

F. Community Infrastructure Regulations 2010 (as amended)

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 AND INTERPRETATION

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

1990 Act means the Town and Country Planning Act 1990 as amended;

Agreement means this planning obligation by agreement pursuant to Section 106 of the 1990 Act;

Application means the application for planning permission submitted to the Council and given reference number 231077;

Application Land means the land described in the First Schedule;

Development means the Erection of ^{1,799 4/10/24}~~1,780~~ sqm unit for use as gym with mezzanine level at Reading Link Retail Park, Rose Kiln Lane to be permitted by the Planning Permission;

Effective Date means the date of this Agreement;

Employment and Skills Measures means a reasonable range of employment skills and training measures to be developed by the Council and the Partner Organisation to mitigate the impacts of the Development by ensuring that Local Labour have better access to employment opportunities available at the construction and end user stages of the Development in accordance with the Employment Skills and Training SPD;

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

ESP Contribution means a commuted sum of EIGHT THOUSAND FOUR HUNDRED AND FIFTY-FIVE POUNDS (£8,455.00) Index Linked to be paid to the Council and applied by its Partner Organisation towards the Employment and Skills Measures;

Implementation means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act;

Index means the All Items Index of Retail Prices issued by the Office for National Statistics;

Index Linked means that the amount of each contribution or sum 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 date such sum falls due under this Agreement;

Local Area means the Council's administrative area;

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

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

Occupation means (as the context permits) beneficial occupation for the purposes permitted by the Planning Permission of any buildings 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** and **Occupied** shall be construed accordingly);

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

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

Planning Permission means planning permission granted by the Council pursuant to the Application substantially in the form of the draft set out in Appendix 2 to this Agreement;

Unit means the unit to be constructed as authorised by the Planning Permission

Interpretation

- 1.1 Clause headings shall not affect the interpretation of this Agreement.
- 1.2 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a company shall include any company, corporation or other body corporate wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any Party shall include that Party's successors in title and assigns and personal representatives.
- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 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.
- 1.11 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.

1.12 A reference to writing or written does not include faxes or e-mail.

1.13 References to Clauses, Plans, Schedules, Paragraphs and Appendices are to the Clauses, Plans, Schedules, Paragraphs and Appendices of this Agreement.

2. CONDITIONALITY

2.1. Subject to Clause 2.2 below this Agreement shall have immediate effect.

2.2. The covenants by the Owner in the Second Schedule are conditional upon the granting of the Planning Permission and Implementation of the Development.

3. LEGAL EFFECT

3.1. This Agreement is made pursuant to:

- (a) section 106 of the 1990 Act;
- (b) section 1 of the Localism Act 2011;
- (c) section 111 of the Local Government Act 1972; and
- (d) all other enabling powers,

with an intent to bind the Owner's interest in the Application Land (and each and every part of it) subject to the provisions of Clause 2 (conditionality), 4 (the Owner's obligations), 9 (lapse) and 5 (release).

3.2. This Agreement is a planning obligation within the meaning of section 106 of the 1990 Act and the obligations contained within it shall, subject to the provisions of the

Agreement, be enforceable by the Council against the Owner (including its successors in title and those deriving title from the Owner).

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

4. THE OWNER'S OBLIGATIONS

- 4.1. 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 Second Schedule of this Agreement.
- 4.2. The Owner covenants with the Council 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.

5. RELEASE

- 5.1. The Owner shall upon parting:
- (a) with its interest in any part of the Application Land be released from all obligations and duties under the terms of this Agreement insofar as they relate to, or are binding on, that part of the Application Land; and
 - (b) with the entirety of its interest in the Application Land be released from all liabilities whatsoever under the terms of this Agreement.
- 5.2. The releases provided for in this Clause 5 shall not apply to any prior or existing breach of this Agreement as at the date of disposal.

6. NO WAIVER

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

restrictions or from acting upon any subsequent breach or default in respect thereof by the Owner.

7. RIGHTS OF THIRD PARTIES

- 7.1. It is not intended that any of the provisions of this Agreement be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than the Parties to this Agreement.

8. LOCAL LAND CHARGE

- 8.1. This Agreement is and shall be registered as a Local Land Charge by the Council.

9. LAPSE

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

10. INDEXATION

- 10.1. The ESP Contribution payable under this Agreement shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the date on which the ESP Contribution is paid.

11. INTEREST ON UNPAID MONIES

- 11.1. If the ESP Contribution due under this Agreement is paid late then 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 ESP Contribution or sum due or (as the case may be) on any amount of that ESP Contribution or sum which may be outstanding from the date on which the ESP Contribution or sum (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 ESP Contribution or sum (or the relevant part of it, as the case may be).
- 11.2. Any interest paid or payable pursuant to Clause 11.1 above shall be deemed to be part of the ESP Contribution or sum due to which such interest relates.

12. LEGAL FEES

- 12.1. The Owner shall pay the Council's legal costs and expenses incurred in the preparation, negotiation and completion of this Agreement in the sum of £1,750.00 such sum to be paid to the Council prior to the Effective Date.

13. MONITORING FEE

- 13.1. The Owner agrees to pay the Council's costs and expenses incurred or to be to be incurred by the Council in the administration and monitoring of the provisions of his

Agreement in the sum of £400.00 such sum to be paid to the Council prior to the Effective Date

14. PAYMENTS TO THE COUNCIL

- 14.1. Any payments due to the Council under the terms of this Agreement shall be paid to the Council by means of telegraphic transfer to the Council as follows:

Reading Borough Council
Sort Code: 30-91-31
Account Number: 00271502
Lloyds Bank plc 24 Broad Street Reading RG1 2BT

quoting reference: S106/231077/027258 or such other reference quoted in relevant S106 Demand Notice issued in respect of the obligation.

15. FUTURE SECTION 73 PERMISSION

- 15.1. 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:

- (e) 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
- (f) 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
- (g) 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.

16. NO FETTER ON DISCRETION

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

17. SEVERANCE

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

18. JURISDICTION

- 18.1. 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.

THE FIRST SCHEDULE

(The Land)

All that land at Reading Link Retail Park Rose Kiln Lane Reading the subject of the Application and which comprises part of the land registered at the Land Registry under Title Number BK269796 shown edged red on the Plan at Appendix 1 to this Agreement.

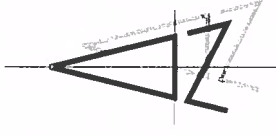
THE SECOND SCHEDULE

1 Employment, Skills and Training Contribution

- 1.1 To pay to the Council the ESP Contribution prior to the Effective Date.

Appendix 1

(the Plan)



Rev	Date	Description
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SORBON
ESTATES

Proposed Development at
Reading Link Retail Park, Rose Kiln Lane,
Reading.

Lease

Drawing

Location Plan

Date	Scale @ A3	Drawn
20.09.2024	1:1250	jd

Drawing number	Revision
RLRPRKL_LSE-GM_002	-

Appendix 2

(The Draft Planning Permission)

**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: Solve Planning Ltd
Cheyenne House
West Street
Farnham
Surrey
GU9 7EQ

Application No: 231077
Application type: Full Planning Approval

Applicant: Sorbon Estates

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: Erection of 1,799 sqm unit for use as gym with mezzanine level at Reading Link Retail Park, Rose Kiln Lane

At: Reading Link Retail Park Rose Kiln Lane Reading

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

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

Date: DRAFT FOR S106



Assistant Director of Planning, Transport and
Public Protection Services

Application At: Reading Link Retail Park Rose Kiln Lane Reading

Application No: 231077

Application type: Full Planning Approval

CONDITIONS & REASONS

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

Drawing No: RLRPRKL_FSE_008 Feasibility Layout received on 24/10/2023

Drawing No: RLRPRKL_PLN-GM_001 Location Plan received on 24/10/2023

Drawing No: RLRPRKL_PLN-GM_003 Rev D Proposed Floor Plans and Elevations received on 18/12/2023

Drawing No: RLRPRKL_PLN-GM_011 Rev B - proposed floor plan and sections received on 18/12/2023

Drawing No: RLRPRKL_PLN-GM_002 A Site Plan received on 07/05/2024

Drawing No: RLRPRKL_PLN-GM_010 B Site Plan Indicative Landscaping received on 07/05/2024

Drawing No: RLRPRKL_PLN-GM_014 A Plan - Pedestrian Link received on 07/05/2024

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

2. 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.

3. No development shall commence above foundation level until a schedule of the materials to be used in the construction of the external surfaces of the development hereby permitted have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out and thereafter maintained in accordance with the details approved unless otherwise agreed in writing by the Local Planning Authority.

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.

Date: DRAFT FOR S106



Assistant Director of Planning, Transport and
Public Protection Services

4. The building hereby permitted shall not be occupied until all vehicle parking spaces have been provided in accordance with the plans hereby approved. The spaces shall be kept available for parking at all times thereafter.

REASON: To ensure that the development is provided with adequate parking facilities to meet the needs of future occupiers and reduce the likelihood of roadside parking which could be a danger to other road users in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

5. No development shall commence on site until a plan showing how [INSERT NUMBER] cycle parking spaces can satisfactorily be provided on site is submitted to and been approved in writing by the Local Planning Authority. The cycle parking spaces shall be provided in full accordance with the approved details prior to first occupation 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 due to insufficient information being contained within this submission and in order to encourage travel by sustainable alternatives to private vehicle in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

6. No development shall take place on site until 1) a copy of an Interim BREEAM Certificate in accordance with the BREEAM Sustainability Standard demonstrating compliance with a minimum standard of BREEAM Very Good rating has been submitted to and receipt acknowledged in writing by the Local Planning Authority; Or, 2) an alternative sustainability assessment addressing the requirements of Policy CC2 including appropriate assessment criteria has been submitted to and approved in writing by the Local Planning Authority.

REASON: To ensure that the development contributes adequately towards environmental sustainability, in accordance with Policy CC2 of the Reading Borough Local Plan 2019.

7. Prior to first occupation of the development hereby approved, a copy of the final sustainability assessment as required by condition 6 has been submitted to and approved in writing by the Local Planning Authority, demonstrating that the development has attained the standard set out in the Interim BREEAM Certificate or alternative standard as approved under condition 6 Above.

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

8. No development 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.

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

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

10. No development shall commence on site (including demolition or preparatory works) until details of a habitat enhancement scheme are submitted to and approved in writing by the Local Planning Authority. The scheme is to include a programme for implementation and ongoing maintenance. The habitat enhancement scheme shall thereafter be implemented and adhered to in accordance with agreed programme.

REASON: Details are required prior to commencement as insufficient information was submitted with the application and in order to avoid harm to habitats and species whilst securing biodiversity enhancement in the long term. This accords with Paragraph 175 of the NPPF (2019), Policy EN12 of the Reading Borough Local Plan 2019, the Wildlife and Countryside Act 1981 (as amended) and The Conservation of Habitats and Species Regulations 2017.

11. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting

that Order with or without modification), no external lighting shall be installed on the site or affixed to any buildings on the site without prior written approval of the Local Planning Authority through a planning application made for that purpose.

REASON: Due to insufficient details of light spillage outside of the site boundary being provided, and in the interests of amenity and highway safety in accordance with Policy CC7 and CC8 of the Reading Borough Local Plan 2019.

12. The predicted specific sound level of any mechanical plant installed, (LAeq,TR) (with reference to BS:4142) as measured at a point 1 metre external to the nearest noise-sensitive facade shall be at least 10dB below the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The predicted rating level, LAr,Tr (specific sound level plus any adjustment for the characteristic features of the sound) as measured at a point 1 metre external to the nearest noise-sensitive façade (habitable window of a dwelling) shall not exceed the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation.

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

13. No amplified sound or music shall be played outside of the premises outside the following times: 11pm until 6am Mondays to Sundays.

REASON: To safeguard the amenity of nearby occupiers, premises and the area generally in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

14. Risk Assessment

a) The development hereby approved shall not be commenced until a site-specific land gas risk assessment in accordance with current guidance and a detailed land gas site investigation as necessary has been carried out by a competent person to fully and effectively characterise the nature and extent of land gas and its implications for the development hereby approved.

Remediation Scheme

b) The development hereby approved shall not be commenced until a remediation scheme demonstrating how the development is to be protected against the possibility of land gas in accordance with the findings of the above risk assessment, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be fully implemented and completed as approved before the development is first occupied and those measures incorporated into the development shall thereafter be retained as approved at all times thereafter.



Date: DRAFT FOR S106

Assistant Director of Planning, Transport and
Public Protection Services

Implementation of Approved Remediation Scheme

c) No part of the development hereby approved shall be first occupied until a validation report by an independent assessor demonstrating the remediation has been carried out fully in accordance with the approved scheme has been submitted to and approved 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 local Plan 2019.

15. No construction, demolition or associated deliveries shall take place outside the hours of 0800hrs to 1800hrs Mondays to Sundays.

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.

16. 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 Policy CC8 of the Reading Borough Local Plan 2019.

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

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

Date: DRAFT FOR S106


Assistant Director of Planning, Transport and
Public Protection Services

- 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 unless otherwise agreed in writing by the Local Planning Authority.

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 Policy CC8 and TR3 of the Reading Borough Local Plan 2019.

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

REASON: Another alternative use of the premises which may otherwise be permitted by virtue of the above Orders could be harmful to highways safety in accordance with Policy TR1, TR3 of the Reading Borough Local Plan 2019.

19. Prior to first occupation of the development hereby approved, the refuse and recycling storage facility shall be implemented fully in accordance with those details shown on the approved plans and thereafter retained for use by occupiers of the dwelling/building at all times.

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

20. The development hereby permitted shall not be occupied until the proposed internal pedestrian route has been provided in accordance with drawing RLRPRKL_PLN-GM_014 Revision A.

REASON: In the interest of the safety and convenience of all highway users in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

21. The development hereby approved shall have no greater than 1,799m² of floorspace without the grant of further specific planning permission from the Local Planning Authority.

REASON: In the interest of the safety and convenience of all highway users in accordance with Policy TR3 and TR5 of the Reading 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 prescribed target or agreed extended timescale for the decision to be issued.

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

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

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

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

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

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

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

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

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

9. You are advised that the development lies on a potentially contaminated site. Due to the nature of the historic land use there is the potential of contaminated land being present. The developers must be aware that any ground or enabling works may bring receptors into contact with the aforementioned contaminants. You may wish to satisfy yourself that the details of the construction proposals take the necessary account of the possibility of contaminants from that source.

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

For more information go to:

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

11. Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development



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.

Executed as a Deed by
SORBON ESTATES LIMITED acting
by a director:

)
)
)

Katharine Croom

sign here:

Director

print name: *KATHARINE CROOM*

In the presence of:

Witness signature:

Witness sign here:

Witness name:

JONATHAN BALL

Witness address:

*25 KEMPSTER WAY
AXCEBURY
HP22 2AL*

Witness occupation:

CHARTERED SURVEYOR

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

Shahid Ruman
S.R.

Authorised Signatory

Minute	See ODN 19.10.23 AD PT & PPS
Originator	DA
Seal No.	307/24
Checked	SD

DATED 4th October **2024**

SORBON ESTATES LIMITED
(the Owner) (1)

READING BOROUGH COUNCIL
(the Council) (2)

AGREEMENT
constituting Planning Obligations relating to
land at Reading Link Retail Park, Rose Kiln Lane, Reading

(Appl. No. 231077)

Michael Graham LLB (Hons);
MBA
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 027258