

DATED 17th October ~~2023~~ 2024

DUNCAN DAVID MCCLURE FISHER and EILEEN MARY MCCLURE FISHER
("the First Owners") (1)

and

CHANNACK PENSION TRUSTEES LIMITED
("the Second Owner") (2)

and

READING BOROUGH COUNCIL
(the Council) (3)

AGREEMENT

constituting Planning Obligations relating to
land at 26 Prospect Street Caversham Reading RG4 8JG

(Appl. No. 221681)

Michael Graham LLB (Hons);
MBA
Assistant Director of Legal
and Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 22554

THIS AGREEMENT is made the 17th day of October 2024 ~~2023~~

BETWEEN:

DUNCAN DAVID MCCLURE FISHER and EILEEN MARY MCCLURE FISHER of Flat 4, Chartley, 22 The Avenue, Sneyd Park, Bristol BS9 1PE (“the First Owners”) (1)

and

CHANNACK PENSION TRUSTEES LIMITED (Co. Regn. No. 0267436³~~4~~) of 468 Melton Road, Leicester, England, LE4 7SN (the trustees of McClure Fisher Family Pension Scheme 2011) (“the Second Owner”) (2)

and

READING BOROUGH COUNCIL of Civic Offices Bridge Street Reading RG1 2LU (“the Council”) (3)

RECITALS

A. Planning Obligation

This Agreement constitutes a planning obligation within the meaning of the term in Section 106 of the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 (“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 land at **26 Prospect Street Caversham Reading RG4 8JG** (“the Land”) more particularly described in the Schedule hereto is situated and the Council is the authority who can enforce the provisions of this Agreement

C. Land Ownership

The First Owners and the Second Owner (together “the Owners”) are the owners of the freehold of the Land and have an interest in the Land within the meaning of the term in Section 106(9)(b) of the 1990 Act

D. Planning Application

An application (given reference 221681 by the Council) has been submitted to the Council for the development of the Land

E. Planning Permission

The Council and the Owner having regard to the 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

NOW IN PURSUANCE OF THE POWERS CONTAINED in Section 106 of the 1990 Act IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following expressions shall have the under mentioned meanings:-

“1990 Act”

means the Town and Country Planning Act 1990 as amended

“Affordable Housing”

means social rented housing affordable rented housing and intermediate housing as defined in Annex 2 of the National Planning Policy Framework published on 1st February 2019 or any subsequent definition in any revision amendment or re-enactment thereof published by the U K Government

“the Affordable Housing Contribution”

means the sum of TWELVE THOUSAND FIVE HUNDRED POUNDS (£12,500.00) towards the provision by the Council of Affordable Housing in the Borough which is not being provided by the Owner on the Land

“this Agreement”

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

“the Application”

means the application for planning permission submitted to the Council and given reference number 221681

“develop” and “development”

shall be construed in accordance with Section 55 of the 1990 Act

“the Development”

means the Conversion of first floor and second floor from offices to 1 x 2-bed dwelling (C3 Use Class) to be permitted by the Planning Permission

“the Effective Date”

means the date of this Agreement

“Implementation”

means the carrying out of a “material operation” as defined in Section 56(4) of the 1990 Act and “Implement” and “Implemented” shall be construed accordingly

“Index”

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

“the Land”

means the land described in the Schedule hereto

“New Dwelling”

means the new dwelling formed or to be formed in the carrying out of Development pursuant to the Planning Permission

“Occupation”

means (for the purposes of the covenant in Clause 4) the first beneficial occupation of a New Dwelling for residential purposes following Implementation of the Planning Permission and “Occupied” shall be construed accordingly

“the Planning Permission”

means planning permission granted by the Council pursuant to the Application substantially in the form of the draft set out in the Annexure hereto

1.2 Interpretation

IT IS HEREBY FURTHER AGREED that unless the context otherwise requires:

1.2.1 the singular shall include the plural and vice versa

1.2.2 references to any party shall include the successors in title of that party

1.2.3 where a party includes more than one person the obligations of those persons shall be joint and several

1.2.4 references to Clauses Schedules and the Annexure are references to clauses schedules and the Annexure respectively in this Agreement

1.2.5 references to a statute or statutory instrument shall mean and include any statutory revision amendment or re-enactment thereof

1.2.6 words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit infringement of the restriction

AND THAT Clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation

2. CONDITIONALITY

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

- 2.2 The covenants by the Owner in Clause 4 are conditional upon the grant by the Council of the Planning Permission on the Effective Date and Implementation of the Development

3. COVENANTS BY THE OWNER: DECLARATION

The covenants by the Owner hereinafter set out are entered into with the intent that those covenants shall (subject to Clause 5) be enforceable without any limits of time against the Owner and any person deriving title from the Owner to all or any part of the Land and any person deriving title under them in respect of a lesser interest in the whole or any part of the Land as if that person had also been an original covenanting party in respect of the interest for the time being held by him

4. THE OWNER'S COVENANTS

The Owner COVENANTS AND AGREES with the Council:

- a) to pay the Affordable Housing Contribution as increased by the indexation provision in Clause 10 to the Council:
 - i. no earlier than eight (8) weeks before the date of first Occupation of the New Dwelling; and
 - ii. no later than the date of first Occupation of the New Dwelling; and
- b) not to Occupy any New Dwelling until such payment has been made to the Council in full including any interest due thereon under the terms of this Agreement.

5. CESSER OF LIABILITIES

The liabilities of the person who for the time being is the Owner under this Agreement in relation to the Land shall cease (subject to and without prejudice to the Council's rights in relation to any antecedent breach of the obligations contained in this Agreement) after the person has parted with all his interest in the Land

6. NO WAIVER

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

shall prevent the Council from enforcing any of the said terms covenants obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owner

7. RIGHTS OF THIRD PARTIES

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

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

9. REVOCATION

In the event that the Planning Permission expires or is quashed before implementation or is (without the consent of the Owner) revoked by any statutory enactment then in that event the provisions of this Agreement shall lapse and determine and in that event the Council will thereafter effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement

10. INDEXATION

The amount of any contribution payable under the provisions of Clause 4 of this Agreement shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the date on which the respective contribution is payable

11. INTEREST ON UNPAID MONIES

If any payment due under this Agreement is paid late interest at the rate of 4% per annum above the base rate of the Bank of England for the time being in force will be payable from the date payment is due to the date of payment

12. LEGAL FEES

The Owner agrees to reimburse the Council the legal costs and expenses incurred by the Council in the preparation and completion of this Agreement in the sum of £1760.00 such sum to be paid to the Council on the Effective Date

13. MONITORING FEE

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 on the Effective Date

14. PAYMENTS TO THE COUNCIL

Any payments due to the Council under the terms of this Agreement (SAVE AND EXCEPT for the legal fees payable to the Council under the provisions of the Clause 12 and the monitoring fee under the provisions of Clause 13) 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: 106/22554/221681 or other reference quoted in relevant S106 Demand Notice issued in respect of the obligation

15. AGREEMENT AND DECLARATION

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

THE SCHEDULE

(The Land)

All that land at **26 Prospect Street Caversham Reading RG4 8JG** the subject of the Application and which comprises land registered at the Land Registry under Title Numbers BK346057, BK402170 and BK520479 shown edged red on the plan annexed hereto

THE PLAN



1:1250 scale Bar
This Drawing has been produced for printing onto A3 size paper.

1:1250 scale Bar
This Drawing has been produced for printing onto A3 size paper.



stl SHAUNTANNER
ARCHITECTURE & PLANNING

CLIENT MacClure Fisher Family Pension Scheme 2011
PROJECT 26 - 22 Prospect Street, Camerham
DRAWING Block and Location Plan

DATE Oct 2022
SCALE 1:500/1:250 DRAWN GH CHECKED NO 3833/110 REV C
This drawing has been produced for the client's use only. It is not to be used for any other purpose without the written consent of SHAUNTANNER ARCHITECTURE & PLANNING. The client accepts full responsibility for the accuracy of the information provided.

Handwritten signatures and notes:
- A large blue signature.
- A smaller signature below it.
- The text "for the client" written vertically.

THE ANNEXURE

(The Draft Planning Permission)

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

SIGNED AS A DEED (but not)
delivered until the date hereof) by) 
the said) *sign here*

DUNCAN DAVID MCCLURE FISHER

in the presence of:-

W

I Name: JOSEPHINE BAYLISS-GARMAN

T

N Address: 146 KIDMORE END ROAD

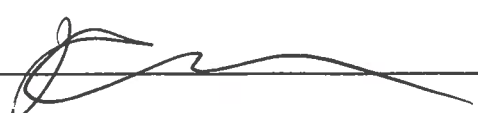
E

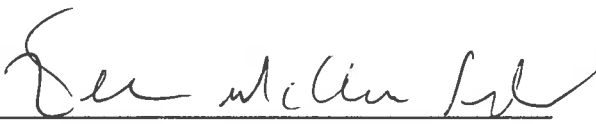
S EMMER GREEN

S

S READING RG4 8SP

S

Signature: 

SIGNED AS A DEED (but not)
delivered until the date hereof) by) 
the said) *sign here*

EILEEN MARY MCCLURE FISHER in

the presence of:-

W

I Name: JOSEPHINE BAYLISS-GARMAN

T

N Address: 146 KIDMORE END ROAD

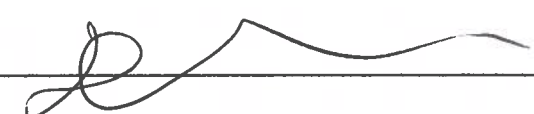
E

S EMMER GREEN

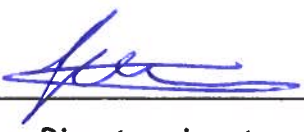
S

S READING RG4 8SP

S

Signature: 

Executed as a deed by CHANNACK)
PENSION TRUSTEES LIMITED acting)
by a director)



Director signature

In the presence of:-

W

I Name: ROBERT SCOVELL

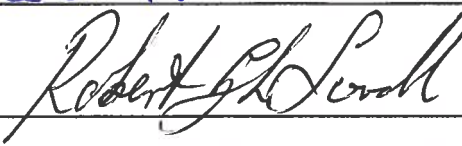
T

N Address: 7 CENA DRIVE

E GROBY, LEICESTER

S LE6 0FN

S

Signature: 

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  Alison Beynon.

Minute	HPRS 23.07.14, Min 12
Originator	DA
Seal No.	303/24
Checked	AB.