

DATED 21st October 2024

JOHN FILBEE PROPERTIES LIMITED
(the Owner) (1)

and

READING BOROUGH COUNCIL
(the Council) (2)

AGREEMENT

constituting Planning Obligations relating to land at
104-108 School Road Reading RG31 5AX

(Appl. No. 240330)

Michael Graham LLB (Hons);
MBA
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 027082

THIS AGREEMENT is made the 21st day of October 2024

BETWEEN:

JOHN FILBEE PROPERTIES LIMITED (company registration number 03318458) of 3 Richfield Place, Richfield Avenue, Reading, RG1 8EQ ("the Owner") (1) and

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

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 104-108 School Road Reading RG31 5AX more particularly described in the First Schedule is situated and the Council is the authority who can enforce the provisions of this Agreement

C. Land Ownership

The Owner is the owner of the Land pending registration at HM Land Registry and has 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 240330 by the Council) has been submitted to the Council for the development of the Land hereinafter described

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 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 eligible persons (being such persons nominated by the Council from its housing needs register in accordance with its allocation policy);

“the Affordable Housing Contribution”

means the sum of TWENTY-EIGHT THOUSAND ONE HUNDRED AND TWENTY-FIVE POUNDS (£28,125.00) (Indexed Linked) 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 240330

“develop” and “development”

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

“the Development”

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

“Due Date”

means the date when the Affordable Housing Contribution (or any part of it) is required to be paid to the Council in accordance with the terms of this Agreement;

“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 save that for the purposes of this Deed and for no other purpose operations consisting of site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements shall not constitute implementation

“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;

“the Land”

means the land described in the First Schedule

“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

"New Dwelling"

means any one of the new dwellings 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 (but excluding occupation for the purposes of construction, fitting out and/or marketing) following Implementation of the Planning Permission and "Occupied" and "Occupy" shall be construed accordingly

"Occupation Notice"

means the notice to be served by the Owner upon the Council's Monitoring Officer confirming the date upon which the Development will be brought into use and Occupied of the New Dwellings will be brought into use and Occupied

"Planning Permission"

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

"Prescribed Period" means the period commencing on the later of:

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

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

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 and Schedules are references to clauses and schedules 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 are conditional upon the grant by the Council of the Planning Permission on the Effective Date and Implementation of the Planning Permission.

3. COVENANTS BY THE OWNER: DECLARATION

- 3.1 Subject to Clause 5 the covenants by the Owner hereinafter set out are entered into with the intent that those covenants shall unless this Agreement expressly provides otherwise be enforceable 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.

3.2 THE COUNCIL'S COVENANTS

- 3.2.1 The Council hereby covenants with the Owner to:
 - (a) use the Affordable Housing Contribution received from the Owner for the purposes of the provision by the Council of Affordable Housing in the Borough.

- (b) Following receipt of a written request from the person who paid the Affordable Housing Contribution, to re-pay to that person (his estate or his personal representatives) the Affordable Housing Contribution (or part of that contribution) which has not upon the expiration of the Prescribed Period been expended, committed, allocated and/or contracted to be expended together with interest on any balance then remaining unspent of the Affordable Housing Contribution (or part of that contribution) at the Bank of England base rate for the time being in force such payment to be made within twenty-eight (28) days of receipt by the Council of the written request PROVIDED THAT:
 - (i) any such written request for repayment must be made within six (6) months of the expiration of the Prescribed Period; 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 Prescribed Period.
- (c) If a request for repayment of the Affordable Housing Contribution, as specified in paragraph 3.2.1(b) above, is not received in writing, any remaining contribution (or part of the contribution) including any interest on any balance then held by the Council shall be used by the Council for the benefit of the local area in the vicinity of the Development.
- (d) The Council will issue the Planning Permission as soon as reasonably practicable and in any event no later than five working days after the date of this Agreement.
- (e) The Council will at all times act reasonably and in particular where any approval or expression of satisfaction is required by this Agreement it will not be unreasonably withheld or delayed.

4. THE OWNER'S COVENANTS

- 4.1 The Owner COVENANTS AND AGREES 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 this Agreement.
- 4.2 The Owner covenants with the Council:
 - a) to serve the Occupation Notice no less than 5 Working Days prior to Occupation of any New Dwelling and not to Occupy or permit the Occupation

of any New Dwelling unless and until the Occupation Notice has been served upon the Council.

- 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 pay the Affordable Housing Contribution as increased by the Indexation provision in Clause 10 to the Council no later than the date of first Occupation of any New Dwelling; and
- d) not to Occupy or permit the Occupation of any New Dwelling until such payment of the Affordable Housing Contribution has been made to the Council in full including any interest due thereon under the terms of this Agreement.

5. CESSER OF LIABILITIES

- 5.1 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.
- 5.2 The covenants contained in this Agreement shall not be enforceable against:
 - 5.2.1 any statutory undertakers in relation to any parts of the Land acquired by them for electricity substations, gas governor stations or pumping stations.

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. WARRANTY

7.1 The Owner warrants that:

- a) it has full power to enter into this Agreement and that no person (other than the Owner) has any legal or equitable interest in the Land;

- b) no consent from any person is necessary to make the Agreement binding on the Land and the Owner and any estates and interests therein; and
- c) the details referred to in the Recitals of this Agreement are complete and accurate.

8. 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.

9. LOCAL LAND CHARGE

- 9.1 This Agreement is and shall be registered as a Local Land Charge by the Council.
- 9.2 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall at the Owner's written request cancel any and all entries made in the Register of Local Land Charges in respect of this Agreement.

10. 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.

11. 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 Affordable Housing contribution is paid

12. 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.

13. 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 £1000.00 such sum to be paid to the Council on the Effective Date.

14. 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.

15. 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: s106/240330/**027082** or such other reference quoted in relevant S106 Demand Notice issued in respect of the obligation.

No Affordable Housing Contribution or other sum required under this Agreement (or part of it) shall be paid to the Council earlier than eight (8) weeks before the date that contribution or sum falls due.

16. FUTURE SECTION 73 PERMISSION

16.1 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 Land in respect of the Planning Permission) relate to and bind the 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 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.

17. RIGHT OF ACCESS

- 17.1 Without prejudice to the Council's statutory rights of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable prior written notice

to enter the Land at all reasonable times for the purpose of verifying whether or not any obligation or restriction arising under this Agreement has been performed or observed.

18. NO FETTER ON DISCRETION

- 18.1 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.

19. SEVERANCE

- 19.1 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.

20. JURISDICTION

- 20.1 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)

The land at 104-108 School Road Reading RG31 5AX the subject of the Application and which forms part of the land registered at the Land Registry under Title Numbers BK258808 and BK46449 shown edged red on the Plan in the Second Schedule.

THE SECOND SCHEDULE
(The Plan)



Block Plan 1:500

1:500 scale Bar
This Drawing has been produced for printing onto A3 size paper,
If printing on any other size please use the scale bar below.



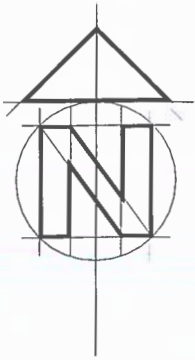
RIGHT OF WAY

REV	COMMENTS	DATE



Location Plan 1:1250

1:1250 scale Bar
This Drawing has been produced for printing onto A3 size paper,
If printing on any other size please use the scale bar below.



Cineo Filbee



CLIENT Mr & Mrs J. Filbee
PROJECT 104-108 School Road, Tilehurst
Reading, RG31 5AX
DRAWING BLOCK AND LOCATION PLAN

STATUS planning
SCALE 1:500/1250 @ A3 DRAWN DN CHECKED NO 3852/200 REV A
DATE Aug 2022

THIS DRAWING MUST NOT BE SCALED UNLESS ISSUED FOR PLANNING PURPOSES. ALL DIMENSIONS ARE TO BE VERIFIED PRIOR TO SETTING OUT
CONTINUING WORK, OR PRODUCTION OF FABRICATION DRAWINGS. REPORT ANY DISCREPANCIES TO THE SUPERVISING OFFICER IMMEDIATELY.

THE THIRD SCHEDULE

(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: STL Architecture
3 Thames Court
2 Richfield Avenue
Reading
RG1 8EQ

Application No: 240330
Application type: Full Planning Approval

Applicant: Mr & Mrs J. Filbee

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: Conversion of first floor from offices to 3 x 1-bed flats (C3 Use Class).

At: 104-108 School Road Reading RG31 5AX

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: SUBJECT TO S106



SDV
Assistant Director of Planning, Transport and
Public Protection Services

Application At: 104-108 School Road Reading RG31 5AX

Application No: 240330

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:

- Block and Location Plan - 3852/200 Rev C
- Proposed Site Plan - 3852/203
- Proposed Floor Plan - 3852/201 Rev E

Received on 01/08/2024

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

3. The materials to be used in the construction of the external surfaces of the development hereby permitted shall match those used on the existing building.

REASON: 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 dwellings hereby permitted shall be occupied until the bicycle parking facility for the dwellings has been provided in accordance with the plans hereby approved. The facility shall be kept available for bicycle parking at all times thereafter.

REASON: To encourage travel by sustainable alternatives to driving a motorcar in accordance with Policy TR1 and TR5 of the Reading local Plan 2019.

5. 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 retained for refuse and recycling storage in association with the approved dwellings only at all times thereafter.

Date: SUBJECT TO S106



SDV

Assistant Director of Planning, Transport and
Public Protection Services

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.

6. No development shall commence on site until a detailed scheme, informed by an assessment of the current noise environment, for protecting the dwellings from the external noise environment of the area has been submitted to and approved, in writing, by the Local Planning Authority. The scheme itself shall be designed, specified and constructed so that the sound insulation performance of the structure and the layout of the dwellings are such that the indoor ambient noise levels do not exceed the values detailed in Table 4 of BS 8233:2014 and that the individual noise events do not exceed 45 dB LA,max,F more than 10 times a night. Where opening windows will lead to an internal noise level increase of 5 dBA or greater above BS 8233:2014 recommended internal levels, the scheme shall include provision of alternative mechanical ventilation with minimum performance equivalent to a mechanical heat recovery (MVHR) system with cool air bypass as an alternative means of cooling and ventilation. Noise from the system should not result in BS8233 internal levels being exceeded.

Thereafter, the development shall not be carried out other than in accordance with the approved scheme which shall be completed before any part of the accommodation hereby approved is occupied, unless the Local Planning Authority otherwise agrees in writing.

REASON: These details are required due to insufficient information being contained within this submission and in order to safeguard the amenity of occupants in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

7. No development shall commence on site until a copy of an Interim BREEAM Certificate in accordance with the BREEAM Sustainability Standard demonstrating compliance with a minimum standard of BREEAM Very Good rating has been submitted to and approved in writing by the Local Planning Authority.

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

8. Prior to first occupation of the development hereby approved, a copy of a Final BREEAM Certificate in accordance with the BREEAM Sustainability Standard following a post-construction stage review carried out by a licensed assessor has been submitted to and approved in writing by the Local Planning Authority, demonstrating that the development has attained as a minimum the standard set out in the Interim BREEAM Certificate referred to in condition 7.

Date: SUBJECT TO S106



SDV

Assistant Director of Planning, Transport and
Public Protection Services

INFORMATIVES

1. The Local Planning Authority has worked positively and proactively with the applicant to resolve relevant matters to allow permission to be granted within the agreed extended timescale for the decision to be issued.
2. In accordance with Article 35 (DMPO 2015) some conditions have been highlighted 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. 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.
4. 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.
5. 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
6. 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.
7. 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>

Date: SUBJECT TO S106



SDV

Assistant Director of Planning, Transport and
Public Protection Services

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

For more information go to:

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

Date: SUBJECT TO S106



SDV

Assistant Director of Planning, Transport and
Public Protection Services

NOTES

APPEALS TO THE SECRETARY OF STATE

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

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

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

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

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

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

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

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

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

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

Purchase Notices

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

Street Naming & Numbering

You must contact Reading Borough Council to:

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

Otherwise the following may occur:

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

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

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

How to apply:

Email us using streetnamingnumbering@reading.gov.uk

Or telephone us on 0118 9373737

What we need to complete your request:

For new addresses or flat conversions:

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

For change of address:

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

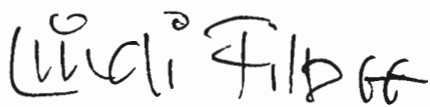
Once created, the Council informs various bodies of your new address including the Emergency Services, Council Tax, Land Registry and utility companies as well as adding it to the National Land and Property Gazetteer.

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

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

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

EXECUTED (BUT NOT DELIVERED)
UNTIL THE DATE HEREOF) AS A)
DEED by)
JOHN FILBEE PROPERTIES
LIMITED
acting by a director:

sign here:


Director
print name: Filbee.

In the presence of:

Witness signature:


Witness sign here:

Witness name:

print name: MARY DAVIN

Witness address:

22 Lamorna Cres
Glengarriff
Dublin 24
Co. Dublin

Witness occupation:

Accountant

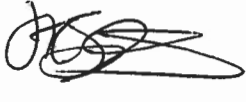
EXECUTED (BUT NOT DELIVERED)

UNTIL THE DATE HEREOF by)

the affixing of THE COMMON)

SEAL of **READING BOROUGH**)

COUNCIL in the presence of:-)

 Lara Sparkes

Authorised Signatory

Minute	See ODN
Originator	JS
Seal No.	362/24
Checked	LS

DATED 21st October 2024

JOHN FILBEE PROPERTIES LIMITED
(the Owner) (1)

and

READING BOROUGH COUNCIL
(the Council) (2)

AGREEMENT

constituting Planning Obligations relating to land at
104-108 School Road Reading RG31 5AX

(Appl. No. 240330)

Michael Graham LLB (Hons);
MBA
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 027082