

DATED 29 OCTOBER **2024**

ROYLE BERKSHIRE DEVELOPMENTS LIMITED
(the Owner) (1)

and

BARCLAYS SECURITY TRUSTEE LIMITED
(the Mortgagee) (2)

READING BOROUGH COUNCIL
(the Council) (3)

AGREEMENT

constituting Planning Obligations relating to
land at 99 London Road, Reading, RG1 5BY

(Appl. No. 231844)

Michael Graham LLB (Hons);
MBA
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 027843

THIS AGREEMENT is made the 29th day of OCTOBER 2024

BETWEEN:

- (1) **ROYLE BERKSHIRE DEVELOPMENTS LIMITED** (company registration number 09997583) of 7 Wychcotes, Caversham, Reading, Berkshire, United Kingdom, RG4 7DA (hereinafter referred to as "**the Owner**"); and
- (2) **BARCLAYS SECURITY TRUSTEE LIMITED** (company registration number 10825314) of 1 Churchill Place, London, E14 5HP ("**the Mortgagee**"); and
- (3) **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 BK475809 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

The Mortgagee has the benefit of a legal charge dated 31 March 2016 which is registered at HM Land Registry under title number BK475809 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 231844 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

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

1990 Act means the Town and Country Planning Act 1990 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);

Affordable Housing Contribution means the sum of fifteen thousand pounds (£15,000.00) (Index Linked) to be used by the Council towards the provision of Affordable Housing in the Borough;

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 231844;

Application Land means the land described in the First Schedule;

C1 Unit(s) means the two C1 class units within the loft and as shown on drawing number 9132-107;

C1 Use and C3 Use shall have the meaning ascribed to 'Class C1' and 'Class C3' respectively in the Town and Country Planning (Use Classes) Order 1987 as amended;

Customers means the persons for the time being staying in a C1 Unit and visitors to any of the C1 Units;

Development means the conversion of building to consist of 4 no. 1-bedroom flats (C3 Class), ground floor office (Class E), and 2 short term let units (C1 Class). Alterations to roof including 2x gables to east elevations and 2x dormers on west elevation. Rear ground and first floor extensions, external door and window alterations to be permitted by the Planning Permission;

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;

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 to first Occupation of the Residential Units.

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 Residential Unit 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);

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 Residential Unit will be brought into use and Occupied;

Partner Organisation means the economic development company Reading UK CIC (Co. Registration No. 5671172) trading as Reading's Economy & Destination Agency (REDA) mandated by the Council and the Reading 2021 Local Strategic Partnership to lead on

economic development (Memorandum of Understanding dated 5 February 2008) whose registered office is at Thames Tower, Station Road, Reading, Berkshire, England, RG1 1LX or any successor or similar organisation or organisations having similar objectives to Reading UK CIC and nominated by the Council in writing to the Owner (or nominated in writing by the Owner to the Council and approved in writing by the Council) from time to time as the partner organisation for the purposes of an Approved Construction ESP;

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 3 to this Agreement;

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

Interpretation

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

- 1.10 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.
- 1.11 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.
- 1.12 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.
- 1.13 A reference to writing or written does not include faxes or e-mail.
- 1.14 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), 5 (the Owner's obligations), 9 (lapse) and 6 (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 COUNCIL'S OBLIGATIONS

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

5 THE OWNERS OBLIGATIONS

- 5.1 The Owner covenants with the Council, so as to bind the entirety of its interest in the Application Land, to comply with the restrictions, covenants and requirements set out in the Second and Third Schedule of this Agreement.
- 5.2 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.

6. RELEASE

- 6.1 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.
- 6.2 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.

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 Affordable Housing Contribution payable under this Agreement shall be Index Linked.

11. INTEREST ON UNPAID MONIES

11.1 If the Affordable Housing 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 Affordable Housing Contribution or sum due or (as the case may be) on any amount of that Contribution or sum which may be outstanding from the date on which the Affordable Housing 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 Affordable Housing 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 Affordable Housing 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 **£2,500.00** 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 **£880.00** 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: (S106/027843/231844) or such other reference quoted in relevant S106 Demand Notice issued in respect of the obligation.

- 14.2 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.

15. NOTICE

- 15.1 Any notice or other written communication to be served by one party upon another pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand for the attention of the Planning, Transport and Public Protection Services team or sent by pre-paid registered or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for the purpose by notice in writing and any such notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by a duly authorised signatory.
- 15.2 The Owner shall ensure that any notice or other written communication that is required to be served on the Partner Organisation pursuant to this Agreement shall be copied to the Council at the same time.

16. CONSENTS AND APPROVALS

- 16.1 In this Agreement where the agreement, approval, consent or any other expression of satisfaction is required from the Council that Agreement, Approval, consent or any

other expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

17. DISPUTE RESOLUTION

17.1. In the event of any dispute arising in respect of this Agreement the parties may at any time require by notice in writing to the other an independent expert (the Expert) to resolve the dispute in accordance with the provisions of this Clause 17 and as follows:

- (a) in the case of a dispute regarding the interpretation or meaning of any provision in this Agreement to leading planning counsel to be agreed between the Parties, or failing Agreement, to be appointed by the President for the time being of the Law Society;
- (b) in the case of a dispute regarding physical works or other technical matters referred to in the Schedules to a member of the Institution of Civil Engineers to be agreed between the Parties, or failing Agreement, to be appointed by the President for the time being of such Institution; or
- (c) in the case of any other dispute regarding this Agreement to a member of the Royal Institution of Chartered Surveyors to be agreed between the Parties, or failing Agreement, to be appointed by the President for the time being of such Institution.
- (d) The Expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant to this Clause.
- (e) The Expert shall be appointed within one (1) month of an application being made by one of the Parties.
- (f) The Expert shall be entitled to invite written representations from each of the Parties.
- (g) The Expert shall act as an expert and not as an arbitrator.
- (h) The costs of the dispute shall be payable by the Parties in such proportion as may be determined by the Expert and failing such determination to be borne in equal shares by the Parties.

- (i) The decision of the Expert shall be final and binding on the Parties save in the case of manifest and material error.
- (j) The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practical timescales allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of his appointment to act.
- (k) Nothing in Clauses 17.1(a) – 17.1(h) shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Agreement.

18. MORTGAGEE'S CONSENT

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

19. FUTURE SECTION 73 PERMISSION

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

- (a) the obligations in this Agreement shall (in addition to continuing to bind the Application Land in respect of the Planning Permission) relate to and bind the Application Land in respect of development pursuant to that Future S73 Permission(s); and
- (b) the definitions of Application, Development and Planning Permission shall be construed to include reference to any application for that Future S73 Permission(s), the Future S73 Permission(s) granted pursuant to that application and the development permitted by that Future S73 Permission(s); and

- (c) this Agreement shall be endorsed with the following words in respect of that Future S73 Permission(s) (with the blank spaces completed with the reference number and date of issue of the relevant Future S73 Permission(s)):

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

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

20. RIGHT OF ACCESS

- 20.1 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 Application 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.

21. NO WAIVER

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

22. NO FETTER ON DISCRETION

- 22.1 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.

23. STATUTORY UNDERTAKERS

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

24. GOOD FAITH AND CONSENT

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

25. SEVERANCE

- 25.1 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.

26. JURISDICTION

- 26.1 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 99 London Road, Reading, RG1 4BY the subject of the Application and which comprises the land registered at the Land Registry under Title Number BK475809 shown edged red on the Plan at Appendix 1 to this Agreement.

THE SECOND SCHEDULE

The Owner covenants with the Council as follows:

1 Affordable Housing Contribution

- 1.1 To serve an Occupation Notice no less than 5 Working Days prior to Occupation of the Residential Units.
- 1.2 Not to Occupy or permit the Occupation of any Residential Units unless and until the Occupation Notice has been served upon the Council.
- 1.3 To pay to the Council the Affordable Housing Contribution prior to Occupation of any Residential Units.
- 1.4 Not to Occupy or permit to be Occupied any Residential Units unless and until the Affordable Housing Contribution has been paid to the Council in full.

THE THIRD SCHEDULE

1 C1 Unit

- 1.1 No C1 Unit to be used for any other use other than as a C1 use.
- 1.2 No C1 Unit shall be used or occupied as a residential dwelling or dwelling house (C3 Use).
- 1.3 Not to let or licenced for occupation or permit or suffer occupation any of the C1 Units for a continuous period of more than 5 months to the same occupier or occupiers.
- 1.4 Other than those Customers staying in accordance with the above;
 - 1.4.1 Not to require Customers of any C1 Unit to agree to any minimum period of occupation (of whatever duration).
- 1.5 To provide to the Council within 14 days of written request evidence regarding the use or occupation of the C1 Units.

THE FOURTH SCHEDULE

1. Within five (5) Working Days after the date of this Agreement the Council will issue the Planning Permission.
2. In this Agreement where the agreement approval consent or any other expression of satisfaction is required from the Council that agreement approval consent or any other expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
3. The Council covenants with and undertakes to the Owner that the Contributions will be utilised for the purposes specified in the Agreement and for no other purposes.

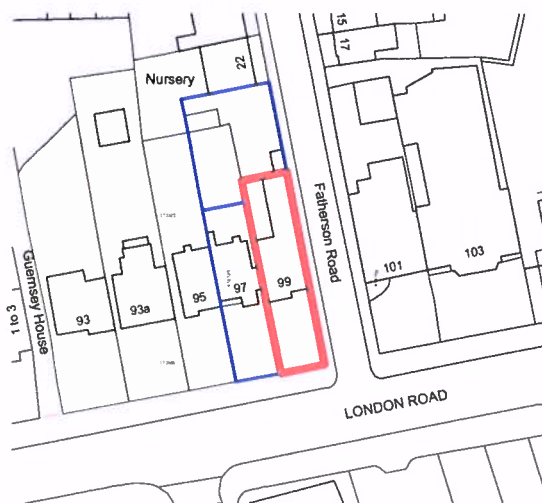
Appendix 1

(the Plan)

Notes:

© This drawing remains the property of The Keen Partnership and shall not be copied without prior written consent.

All dimensions to be checked on site and any discrepancies to be reported before work commences.



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Aime Haycock

A. Perry

Barclays Security Trustee Limited
Business Lending Services, PO Box 16276, One Snowhill,
Snowhill Queensway Birmingham, B2 2XE

1:1250

0 12.5 25 37.5 50 62.5 m

Drawing Title:

Location Plan

**THE
KEEN
PARTNERSHIP**

The Courtyard
Edinburgh Road
Reading RG30 2UA
Tel: 0118 9510 855
Fax: 0118 9510 866
chris@keenpartnership.co.uk
www.keenpartnership.co.uk

Client:
Royle Berkshir Developments

Job Title:
**99 & 99 A London Rd, Reading RG1
5BY**


cabe
chartered association
of building engineers


RICS

Drawing Date:

-

Issue Date:

05/12/2023

Job No:

9132

Status:

Planning Application

Drawn By:

CM

Scale:

@A4

Drawing No:

9132-100

Rev:

Appendix 2

(Drawing Number 9132-107)

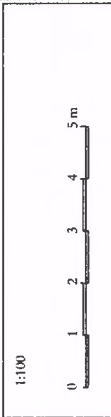
© This drawing remains the property of The Keen Partnership and shall not be copied without prior written consent.
All dimensions to be checked on site and any discrepancies to be reported before work commences.

Proposed Schedule of Accommodation:

- Ground Floor :
- Office: 27.5 m²
 - Flat 01: 38.7 m²
 - Flat 02 : 38.5 m²
- First Floor :
- Flat 03: 49.7 m²
 - Flat 04: 37.5 m²
- Loft Floor :
- C1 Flat 05: 30.0 m²
 - C1 Flat 06: 30.0 m²

Foldable bike storage for each flat is provided inside the building as shown on the plans

Date	Rev	Comments	By	Chk'd



THE KEEN PARTNERSHIP
The Courtyard
Edinburgh Road
Reading RG30 2JA
Tel: 0118 9510 885
Fax: 0118 9510 886
chris@keenpartnership.co.uk
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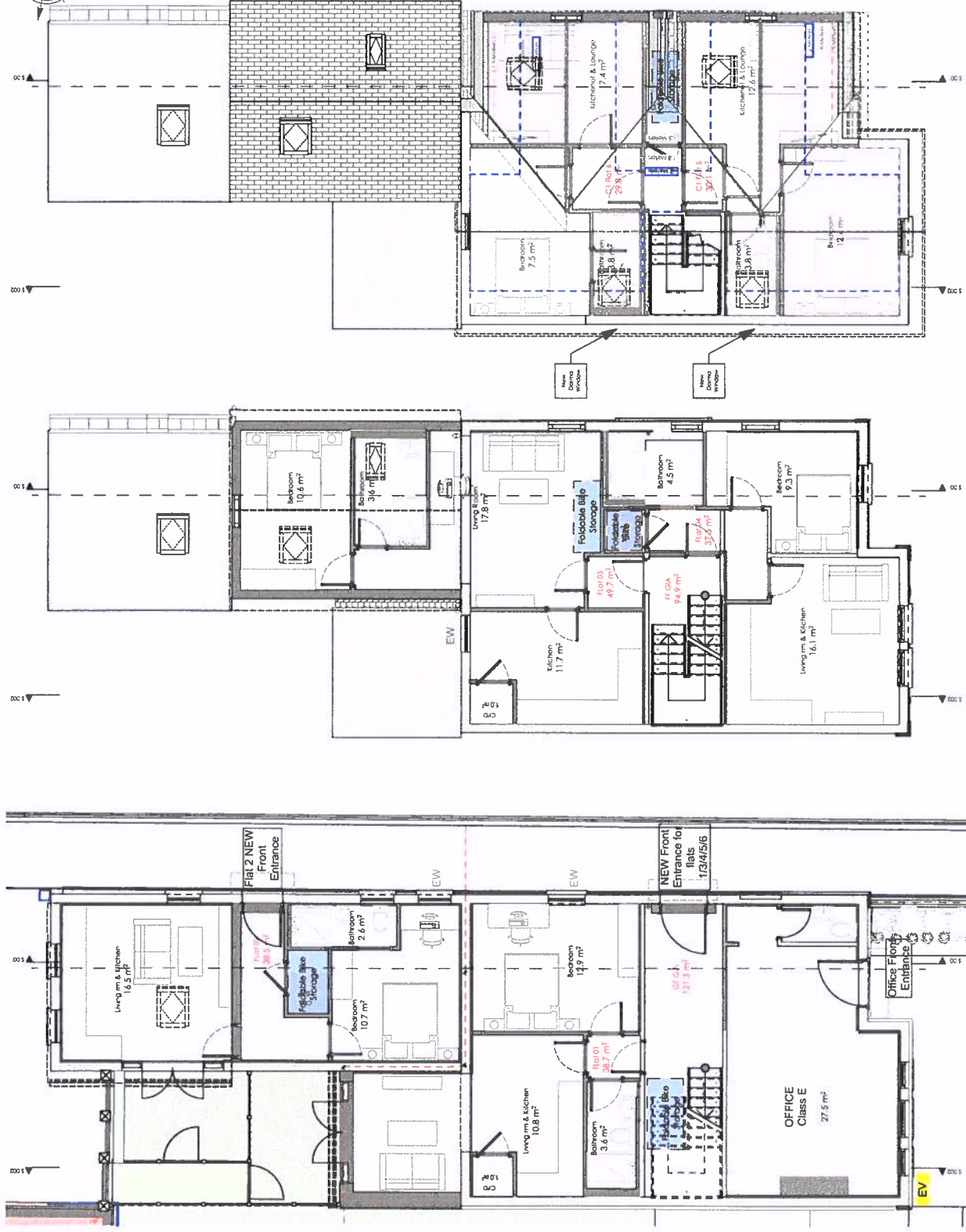
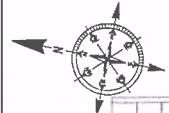
Client:
Royle Berkshire Developments

Job Title:
99 & 99 A London Rd, Reading RG1 5BY

Drawing Title:
Proposed Ground First & Loft Floor Plans

Drawing Date:	01.05.22	Status:	Planning Application
Issue Date:	05/12/2023	Drawn By:	CM
		Scale:	1:100@A3

Drawing No:	9132-107	Rev:	
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Proposed Ground Floor Plan

Proposed First Floor Plan

Proposed Loft Plan

Appendix 3

(The Draft Planning Permission)



Reading
Borough Council

Working better with you

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

APPLICATION FOR FULL PLANNING PERMISSION

To: The Keen Partnership
New Lane Hill
Tilehurst
Reading
RG30 4JN

Application No: 231844
Application type: Full Planning Approval

Applicant: Royle Berkshire Developments Ltd

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

Proposal: Conversion of building to consist of 4no. 1-bedroom flats (C3 Class), ground floor office (Class E), and 2 short term let units (C1 Class). Alterations to roof including 2x gables to east elevations and 2x dormers on west elevation. Rear ground and first floor extensions, external door and window alterations.

At: 99 London Road Reading RG1 5BY

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: 99 London Road Reading RG1 5BY

Application No: 231844

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:

Drawing No:

9132-100 - Location Plan, dated 5 December 2023, received 8 January 2024

9132-101 - Existing and Proposed Block Plan, dated 5 December 2023, received 8 January 2024

9132-118 Rev. 05 - Proposed Bin Storage, dated 25 March 2024, received 25 March 2024

9132-108 - Proposed Roof Plan & Perspectives, dated 5 December 2023, received 8 January 2024

9132-107 - Proposed Ground Floor First & Loft Floor Plans, dated 5 December 2023, received 8 January 2024

9132-111 - Existing & Proposed Sections, dated 5 December 2023, received 8 January 2024

9132-109 Rev. 02 - Proposed Elevations, dated 23 April 2024, received 23 April 2024

Construction Method Statement, dated 22 February 2024, received 3 July 2024

9132-106 Proposed Site Plan, dated 27 June 2024, received 3 July 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 and EN1 of the Reading Borough Local Plan 2019.

4. No development shall commence on site until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that the dwellings hereby permitted will achieve a minimum of a 19% improvement in

Date: **SUBJECT TO S106**

SDV

Assistant Director of Planning, Transport and
Public Protection Services

the dwelling emission rate over the target emission rate as defined in The Building Regulations for England Approved Document L1a: Conservation of Fuel and Power in New Dwellings (2013 edition), and built to the higher water efficiency standard under Regulation 36(3). Such evidence shall be in the form of a 'design stage' Standard Assessment Procedure (SAP), produced by an accredited energy assessor.

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.

5. The development hereby permitted shall not be occupied until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that the dwellings hereby permitted have achieved a minimum of a 19% improvement in the dwelling emission rate over the target emission rate as defined in The Building Regulations for England Approved Document L1a: Conservation of Fuel and Power in New Dwellings (2013 edition), and built to the higher water efficiency standard under Regulation 36(3). Such evidence shall be in the form of an 'As Built' Standard Assessment Procedure (SAP), produced by an accredited energy assessor.

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.

6. Prior to first occupation of the development hereby approved, a scheme of hard and soft landscaping shall be submitted to and approved in writing by the Local Planning Authority. This scheme shall specify means of treatment for hard surfaced areas, means of enclosure including mammal gaps where appropriate, specify species, planting sizes, spacing and numbers of trees/shrubs to be planted (including replacement trees and tree pit specifications where appropriate, and must include a maintenance programme detailing all operations to be carried out in order to allow successful establishment of planting. Planting shall be carried out in accordance with the approved details in the first planting and seeding seasons following the occupation of the building(s) 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.

7. 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

Date: **SUBJECT TO S106**



SDV

Assistant Director of Planning, Transport and
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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.

8. No construction, demolition or associated deliveries shall take place outside the hours of 0800hrs to 1800hrs Mondays to Fridays, and 0800hrs to 1300hrs on Saturdays, and not at any time on Sundays and Bank or Statutory Holidays without prior written approval from the Local Planning Authority.

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

9. The measures within the approved Construction Method Statement received on 3 July 2024 and demonstrated on drawing 312-106, received 3 July 2024, shall be adhered to throughout the whole of the construction period unless otherwise agreed in writing by the Local Planning Authority.

REASON: 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.

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

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

11. The development hereby permitted shall not be first 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.

12. No dwelling/building hereby permitted shall be occupied until the bicycle parking facility for that dwelling/building has been provided in accordance with the plans hereby approved. The facility shall be kept available for bicycle parking at all times thereafter.

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

13. 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 development 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.

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

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

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

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

16. Prior to first occupation of the development hereby approved, a Delivery and Servicing Plan to manage how vehicles shall access the development without creating safety concerns and congestion based on the anticipated number of vehicle trips associated with delivery and servicing vehicles for the development shall be submitted to the Local Planning Authority for approval in writing. Thereafter deliveries and

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Reading

Borough Council

Working better with you

servicing will be carried out in accordance with the approved Delivery and Servicing Plan.

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. 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.
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 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.

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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>

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 (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

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

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SDV

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NOTES

APPEALS TO THE SECRETARY OF STATE

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

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

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

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

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

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

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

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

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

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

Purchase Notices

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

Street Naming & Numbering

You must contact Reading Borough Council to:

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

Otherwise the following may occur:

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

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

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

How to apply:

Email us using streetnamingnumbering@reading.gov.uk

Or telephone us on 0118 9373737

What we need to complete your request:

For new addresses or flat conversions:

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

For change of address:

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

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

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

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

EXECUTED (BUT NOT DELIVERED)
UNTIL THE DATE HEREOF) AS A)
DEED by)
ROYLE BERKSHIRE
DEVELOPMENTS LIMITED
acting by a director:

sign here:



Director

print name: AMECT GHATAHODA

In the presence of:

Witness signature:

Witness sign here:



Witness name:

print name: SANDEEP JHUTTY

Witness address:

2 WINTERBERRY WAY
CAVERHAM
READING
RG4 7XA

Witness occupation:

OPTOMETRIST

~~EXECUTED AS A DEED by BARCLAYS)
SECURITY TRUSTEE LIMITED)
acting by a Director and its Secretary)~~

~~/two Directors~~

~~sign here:~~

~~Director~~

~~print name:~~

~~sign here:~~

~~Director/Secretary~~

~~print name:~~

Signed as a Deed by

Jana Berry Alamy
Name Signature

As Attorney for and on behalf of Barclays Security Trustee Limited
in the presence of:

Samira Kani S.Kani
Name Signature

QCC	Initials	Date
	AD	

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

Minute	See ODN
Originator	JS
Seal No.	371/24
Checked	AM

DATED 29 OCTOBER **2024**

ROYLE BERKSHIRE DEVELOPMENTS LIMITED
(the Owner) (1)

and

BARCLAYS SECURITY TRUSTEE LIMITED
(the Mortgagee) (2)

READING BOROUGH COUNCIL
(the Council) (3)

AGREEMENT

constituting Planning Obligations relating to
land at 99 London Road, Reading, RG1 5BY

(Appl. No. 231844)

Michael Graham LLB (Hons);
MBA
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 027843

BARCLAYS SECURITY TRUSTEE LIMITED
POWER OF ATTORNEY

1. By this POWER OF ATTORNEY made by deed on **28 August 2024** (this "Deed"), we, Barclays Security Trustee Limited, a company incorporated in United Kingdom and registered in England (registered number 10825314), whose registered office is situated at 1 Churchill Place, London E14 5HP (the "Company") APPOINTS:

All BA4 (*leadership and process expert*) Grade (or above) employees working within the Barclays Collateral Operations Unit who are employed by Barclays Execution Services Limited, a company incorporated in United Kingdom and registered in England (registered number 01767980), whose registered office is at 1 Churchill Place, London, E14 5HP (the "ServCo"), jointly and severally as our true and lawful attorneys (each an 'Attorney' together the 'Attorneys') for and in our own name and on our behalf:

- (a) to execute as a deed or otherwise and deliver all forms of written documents and agreements, other than acceptances and endorsements of bills of exchange; and/or
- (b) to sign, execute and deliver all deeds relating to the taking, maintaining, substituting, varying, novating and/or releasing of collateral including, without limitation, security documents, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, notices of non-crystallisation, consents to lease, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or
- (c) to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature and or
- (d) to do anything the Attorney considers necessary or desirable in connection with the ordinary course of the business of the Company; and /or
- (e) to take all actions to execute any additional document as the Attorney may think fit to give effect to the arrangement referred to in the documents described in paragraphs (a), (b) (c) and (d) above;

relating to work done in the ordinary course of business of Barclays' Collateral Operations Unit;

- 2. Any actions authorised by this Deed may be taken by any of the Attorney(s) and if so taken shall be valid as if done by all Attorneys.
- 3. By this Deed we ratify and confirm, any act of the Attorneys undertaken in good faith pursuant to this Deed.
- 4. Nothing in this Deed grants the Attorney any authority to issue further Powers of Attorney.
- 5. This Deed unconditionally revokes the Power of Attorney dated 7 September 2023, appointing BA4 (*leadership and process expert*) Grade (or equivalent) of Barclays Security Trustee Limited a company incorporated in England and Wales with company number 01767980 whose registered office is at 1 Churchill Place, London E14 5HP as its Attorney and all the power and authority it confers on the Attorneys (each an 'Attorney' together the 'Attorneys').

6. This Power of Attorney shall be effective from and including and shall remain in force for 12 months from that date.
7. This Power of Attorney and any non-contractual dispute or claim arising out of or in connection with it, shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company exclusively submits by executing this Deed and the Attorney submits by purporting to act under its terms.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above,

The Common Seal of
Barclays Security Trustee Limited
Was hereunto affixed in the Execution of this Deed
in the presence of:


Assistant Secretary
Authorised Sealing Officer



I certify that this is a true and complete copy of the original

For Barclays Security Trustee Limited

Name SUSAN BERRY

Job Title BANK OFFICIAL

Date 20 SEPTEMBER 2024



CERTIFICATE OF AUTHORITY TO THIRD PARTIES
AUTHORISED SIGNATORIES OF BARCLAYS SECURITY TRUSTEE LIMITED

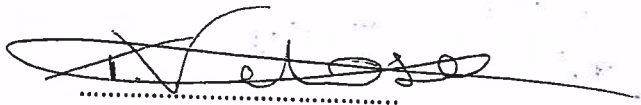
I certify that:

- (a) The individual's listed below are employees of Barclays Execution Services Limited are working in the Collateral Unit and are of BA4 (Leadership and Process Agent) Grade (or equivalent) or above;

Jody Hodges	Julia Perry	Jesal Desai
Melanie Davies	Phillip Brown	Amy Devine
Tarlvinder Janagal	Karen Palmer	Tina Perkins
Christopher Barnacle		

- (b) the power of attorney, a certified copy of which is attached, has not been revoked in respect of the person named in paragraph (a) above.

By the authority of the Board, this certificate is conclusive evidence that the person named in this certificate is authorised to act as an Attorney of Barclays Security Trustee Limited in accordance with the attached power of attorney.



Assistant Secretary of Barclays PLC

Date: 4.09.2024.

For Barclays Security Trustee Limited

Manager 