

DATED 8th November **2024**

INVESTMENT BUSINESS LIMITED
(the Owner) (1)

and

NATIONAL WESTMINSTER BANK PLC
(the Mortgagee) (2)

READING BOROUGH COUNCIL
(the Council) (3)

AGREEMENT

**constituting a Planning Obligation relating to
land at 2-4 Church Road, Caversham Reading, RG4 7AE**

(Appl. No. 240068)

Michael Graham
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 027171

THIS AGREEMENT is made the 8th day of November 2024

BETWEEN:

- (1) **INVESTMENT BUSINESS LIMITED** (company registration number **13983340**) of Greenleaves, Farm End, London, England, E4 7QS (hereinafter referred to as ("**the Owner**")); and
- (2) **NATIONAL WESTMINSTER BANK PLC** (company registration number 00929027) of Credit Documentation, 1 Spinningfields Square, Manchester, M3 3AP ("**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 numbers BK33774 and BK405543 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 3 August 2022 which is registered at HM Land Registry under title numbers BK33774 and BK405543 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 240068 by the Council) has been submitted to the Council for the development of the Application Land.

E. Planning Permission

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

F. Community Infrastructure Regulations 2010 (as amended)

The Parties are satisfied that the planning obligations contained in this Agreement are:

- (i) necessary to make the Development acceptable in planning terms;
- (ii) directly related to the Development; and
- (iii) fairly and reasonably related in scale and kind to the Development.

It is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

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

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

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 THIRTY-EIGHT THOUSAND SEVEN HUNDRED AND FIFTY POUNDS (£38,750.00) 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 240068;

Application Land means the land described in the First Schedule;

Development means the change of use and works of conversion from former bank (Class E) to 2 ground floor commercial units (Class E (a-f only)) and 3 upper floor dwellings (Class C3), including a part second floor extension and separate rear dormer roof extension, shopfront alterations and associated works 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 until the date such sum falls due under this Agreement;

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 Units 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 Units will be brought into use and Occupied;

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

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

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

Interpretation

- 1.1 Clause headings shall not affect the interpretation of this Agreement.
- 1.2 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a company shall include any company, corporation or other body corporate wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any Party shall include that Party's successors in title and assigns and personal representatives.
- 1.7 References in this Agreement to the Council shall include any successor to its functions as the local planning authority in relation to the Application Land and any body to which all or part of its functions may lawfully have been transferred.
- 1.8 An obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and an obligation on a person to do something includes an obligation to procure that thing to be done.
- 1.9 Where an obligation falls to be performed by more than one person the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.10 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 Save as specified to the contrary any reference to Act of Parliament whether general or specific shall include any modification or re-enactment thereof for the time being in force and shall also include all instruments, orders, plans, regulations, by-laws and directions for the time being made issued or given thereunder or deriving validity therefrom.
- 1.12 A reference to writing or written does not include faxes or e-mail.

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

2. CONDITIONALITY

- 2.1. Subject to Clause 2.2 below this Agreement shall have immediate effect.
- 2.2. The covenants by the Owner in the Second Schedule are conditional upon the granting of the Planning Permission and Implementation of the Development.

3. LEGAL EFFECT

- 3.1. This Agreement is made pursuant to:

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

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

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

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

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

4. THE OWNER'S OBLIGATIONS

- 4.1. The Owner covenants with the Council, so as to bind the entirety of its interest in the Application Land, to comply with the restrictions, covenants and requirements set out in Second Schedule of this Agreement.
- 4.2. The Owner covenants with the Council not to encumber nor deal with the Application Land (or any part of it) in any manner pursuant to which the Owner may be prevented from carrying out its covenants and obligations contained in this Agreement.

5. RELEASE

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

6. NO WAIVER

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

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

7. RIGHTS OF THIRD PARTIES

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

8. LOCAL LAND CHARGE

- 8.1. This Agreement is and shall be registered as a Local Land Charge by the Council.
- 8.2. On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged the Council shall issue a written confirmation of that performance or discharge.
- 8.3. Following the performance and full satisfaction of all the terms of this agreement or if this deed is determined pursuant to Clause 9 the Council shall on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed

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 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.

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 one thousand seven hundred and fifty pounds (**£1,750.00**) such sum to be paid to the Council prior to the Effective Date.

13. MONITORING FEE

- 13.1. The Owner agrees to pay the Council's costs and expenses incurred or to be to be incurred by the Council in the administration and monitoring of the provisions of his Agreement in the sum of four hundred pounds (**£400.00**) such sum to be paid to the Council prior to the Effective Date

14. PAYMENTS TO THE COUNCIL

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

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

quoting reference: (S106/027171/240068) or such other reference quoted in relevant S106 Demand Notice issued in respect of the obligation.

- 14.2. Save as otherwise noted, 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. MORTGAGEE'S CONSENT

- 15.1. 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 (or any future lender whose interest in the Property is bound by the terms of this Agreement) 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.

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:

- (e) the obligations in this Agreement shall (in addition to continuing to bind the Application Land in respect of the Planning Permission) relate to and bind the Application Land in respect of development pursuant to that Future S73 Permission(s); and
- (f) the definitions of Application, Development and Planning Permission shall be construed to include reference to any application for that Future S73 Permission(s), the Future S73 Permission(s) granted pursuant to that application and the development permitted by that Future S73 Permission(s); and
- (g) this Agreement shall be endorsed with the following words in respect of that Future S73 Permission(s) (with the blank spaces completed with the reference number and date of issue of the relevant Future S73 Permission(s)):

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

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

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 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.

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)

All that land at 2-4 Church Road, Caversham, Reading, RG4 7AE the subject of the Application and which comprises the land registered at the Land Registry under Title Numbers BK405543 and BK33774 being that land on the south west side of Church Road and shown edged red on the Plan at Appendix 1 to this Agreement.

THE SECOND SCHEDULE

1 Affordable Housing Contribution

- 1.1 To serve the 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 but not more than eight (8) weeks 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.

Appendix 1

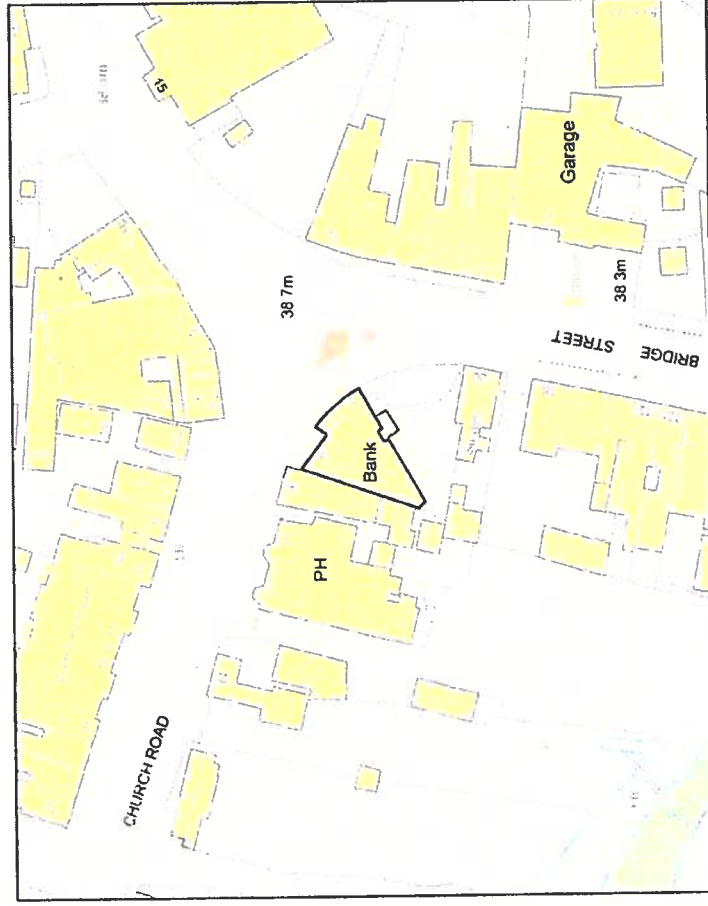
(the Plan)

Location Plan

Site Address: Barclays, 2-4, Church Road, Caversham, Reading, RG4 7AE

Date Produced: 18-Jan-2024

Scale: 1:1250 @A4



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



Planning Portal Reference: PP-12560347v1

Appendix 2
(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: Farrell and Clark
43-51 Cookridge Street
Leeds
LS2 3AW

Application No: 240068
Application type: Full Planning Approval

Applicant: Caversham Solicitors 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.

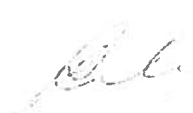
Proposal: Change of use and works of conversion from former bank (Class E) to 2 ground floor commercial units (Class E (a-f only)) and 3 upper floor dwellings (Class C3), including a part second floor extension and separate rear dormer roof extension, shopfront alterations and associated works.

At: 2-4 Church Road Caversham Reading RG4 7AE

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

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

Date:


Assistant Director of Planning, Transport and
Public Protection Services



Reading
Borough Council

Working better with you

Application At: 2-4 Church Road Caversham Reading RG4 7AE

Application No: 240068

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:

503001-FCA-00-00-DR-A-P12 - Proposed Site Block Plan

503001-FCA-00-01-DR-A-P15 - Proposed First Floor Plan

As received on 18/01/2024

503001-FCA-00-00-DR-A-P14 Rev B - Proposed Ground Floor Plan

503001-FCA-00-00-DR-A-P25 Rev A - Proposed Ground Floor Drainage Plan

503001-FCA-00-02-DR-A-P16 Rev A - Proposed Second Floor Plan

503001-FCA-00-03-DR-A-P17 Rev A - Proposed Roof Plan

503001-FCA-00-ZZ-DR-A-P18 Rev A - Proposed Elevations

503001-FCA-00-ZZ-DR-A-P19 Rev A - Proposed Sections

As all received on 16/04/2024

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 unless where otherwise stated on the plans hereby approved.

Reason: In the interests of visual amenity and ensuring the new development responds positively to the local context and character in accordance with Policies CC7, EN1, EN3 and EN6 of the Reading Borough Local Plan 2019.

4. Prior to the installation of any brick slip system on the Church Road facade, plan, elevation and section drawings, with materials annotated, and manufacturer

Date:

Assistant Director of Planning, Transport and
Public Protection Services



specifications of the proposed system, shall be submitted to and approved in writing by the Local Planning Authority. The works shall be carried out in full accordance with the approved details prior to the first occupation of any residential dwelling and shall be maintained as such thereafter.

Reason: These details are required due to insufficient information being contained within this submission and in the interests of visual amenity and ensuring the new development responds positively to the local context and character, including the setting of nearby listed buildings and the character and appearance of St Peters Conservation Area, in accordance with Policies EN1, EN3, EN6 and CC7 of the Reading Borough Local Plan 2019.

5. No flat roof area of the development hereby permitted shall be used as a balcony, roof garden or similar amenity area, unless where stated on the approved plans, without the grant of further specific planning permission from the Local Planning Authority.

Reason: To safeguard the amenities of separate future occupiers and the adjoining premises from possible noise and disturbance, overlooking and loss of privacy, in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

6. Notwithstanding the provisions of Class 12 of Schedule 3 of the Town and Country Planning (Control of Advertisements) Regulations 2007 (as amended), the ground floor windows fronting a highway shall retain 'active window displays' along the length of the frontages, without the installation of window vinyls, roller shutters, or similar which would obscure visibility between the public realm and the unit during the unit's operating hours.

Reason: In the interests of retaining a vibrant and attractive streetscene and improving active surveillance, in line with Policies CC7, RL1 and OU5 of the Reading Borough Local Plan 2019.

7. Notwithstanding the provisions of Schedule 2, Part 3 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking or re-enacting that Order with or without modification), the ground floor of the building shall be used for Class E (a), E (b), E (c), E (d), E (e) or E (f) uses only and for no other purpose (including any other purpose in the same Use Class of the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020, or in any provision equivalent to that Class in any statutory instrument revoking or re-enacting that Order with or without modification).

Reason: Another alternative use of the premises which may otherwise be permitted by virtue of the above Orders could be harmful to the vitality and viability of the Key

Date:


Assistant Director of Planning, Transport and
Public Protection Services

Frontage within the Caversham District Centre, in accordance with Policies RL1 and RL3 of the Reading Borough Local Plan 2019.

8. No part of the commercial / non-residential floorspace of the building shall be used by members of the public outside the hours of 07:00 hours to 23:00 hours on Mondays to Saturdays and 08:00 hours to 20:00 hours on Sundays, Bank Holidays and other statutory holidays.

Reason: In order to protect local residents and users of the area in general from unreasonable disturbance arising from the use(s) in accordance with Policies CC7, CC8 and EN16 of the Reading Borough Local Plan 2019.

9. No change to the unit mix (1 x 1-bedroom unit and 2 x 2-bedroom units) shall be made to the development hereby permitted without written approval from the Local Planning Authority.

Reason: In order to ensure that the proposed development provides an appropriate range of housing opportunities / dwelling types to meeting requirements for different groups, in accordance with Policy H2 of the Reading Borough Local Plan 2019.

10. Prior to the first occupation of any residential unit hereby permitted, the enhancement mechanisms detailed in section 3.2 of the submitted Landscape and Ecology Management Plan by Arbtech Consulting Ltd Issue 2 dated 30/11/2023 as received on 18/01/2024 shall be provided on site and retained as such thereafter.

Reason: To provide biodiversity enhancements on site, in accordance with Policy EN12 of the Reading Borough Local Plan 2019 and paragraph 186 of the NPPF 2023.

11. Protective measures, including fencing, ground protection, supervision and working procedures shall be carried out in accordance with the Arboricultural Impact Assessment (incorporating Tree Survey - Tree Protection Plan - Arboricultural Method Statement) by SJ Stephens Associates Ref 2159 dated 26/10/2023. Any deviation from the works prescribed or methods agreed in the report will require prior written approval from the Local Planning Authority.

Reason: In order to ensure that reasonable measures are taken to safeguard trees in the interests of local amenity and the enhancement of the development itself in accordance with Policy EN14 of the Reading Borough Local Plan 2019.

12. Prior to the first occupation of the relevant part of the development hereby approved, details of how refuse and recycling collections, servicing and deliveries (for a) the residential units; b) commercial unit 1; c) commercial unit 2) will be managed from the site (including vehicles, servicing and deliveries), shall be submitted to (as

Date:



Assistant Director of Planning, Transport and
Public Protection Services



Reading
Borough Council

Working better with you

part of a waste collection, servicing and delivery management plan) and approved in writing by the Local Planning Authority. Thereafter, refuse collection, servicing and deliveries will be carried out fully in accordance with the approved details.

Reason: In the interests of general amenity, to ensure convenience of arrangements for refuse and recycling storage and collection, servicing and deliveries and to ensure that no obstruction is caused on the adjoining highway, in the interest of highway safety and in accordance with Policies CC7 and TR3 of the Reading Borough Local Plan 2019.

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

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

The measures within the approved Statement shall be adhered to throughout the demolition and construction period.

Reason: These details are required due to insufficient information being contained within this submission and in the interests of protecting the amenity of local land uses or neighbouring residents, the character of the area and highway safety in accordance with Policies CC8, EN15, EN16 and TR3 of the Reading Borough Local Plan 2019.

14. No dwelling hereby permitted shall be occupied until the bicycle parking facility for that dwelling has been provided in accordance with the plan (503001-FCA-00-00-DR-A-

Date:


Assistant Director of Planning, Transport and
Public Protection Services



Reading

Borough Council

Working better with you

P14 Rev B - Proposed Ground Floor Plan, as received 16/04/2024) 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 Policies TR3 and TR5 of the Reading Borough Local Plan 2019.

15. 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 unit(s) 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 Policies TR3 and TR5 of the Reading Borough Local Plan 2019.

16. Prior to any agreement being entered into for a new occupation of, or transfer of any interest in, the residential unit(s) 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 unit(s) 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, in accordance with Policies TR3 and TR5 of the Reading Borough Local Plan 2019.

17. *No development shall commence on site until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that Flat C at second floor level (as shown on approved plan 503001-FCA-00-02-DR-A-P16 Rev A - Proposed Second Floor Plan, as received 16/04/2024) hereby permitted has 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

Date:


Assistant Director of Planning, Transport and
Public Protection Services



Reading

Borough Council

Working better with you

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 Policies CC2 and H5 of the Reading Borough Local Plan 2019.

18. 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 Flat C at second floor level (as shown on approved plan 503001-FCA-00-02-DR-A-P16 Rev A - Proposed Second Floor Plan, as received 16/04/2024) hereby permitted has 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 Policies CC2 and H5 of the Reading Borough Local Plan 2019.

19. *No development shall commence on site until a copy of an Interim BREEAM Certificate in accordance with the BREEAM Sustainability Standard demonstrating the non-residential and converted to residential components of the development comply 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.

20. Prior to the 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 non-residential and converted to residential components of the development have attained as a minimum the standard set out in the Interim BREEAM Certificate referred to in condition 19.

Date:


Assistant Director of Planning, Transport and
Public Protection Services

Reason: 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.

21. Prior to the first occupation of the development hereby permitted, all flood mitigation and protection measures as contained within Flood Risk Assessment for Planning by UNDA Ref 92892-TMPPIn-ChurchRd v1.1 140123, as received 18/01/2024, shall be implemented in full and maintained in perpetuity for the lifetime of the development.

Reason: In order to comply with good practice building for flood resilience/safety in the flood zone and in accordance with Policy EN18 of the Reading Borough Local Plan 2019.

22. *No development shall be commenced until details of the proposed mechanical ventilation system for the approved dwellings is submitted and approved by the LPA. The ventilation system inlets shall be situated away from the polluted road facades and the system shall have a 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 prior to the first occupation of any residential unit, and be retained and maintained as such.

Reason: These details are required due to insufficient information being contained within this submission and to safeguard the amenity of adjoining properties and to protect the general environment in accordance with Policies CC8 and EN16 of the Reading Borough Local Plan 2019.

23. * No development shall commence on site until a detailed scheme for protecting the dwellings from noise emissions from the commercial use hereby approved and informed by an assessment of the likely noise emissions from the approved commercial use, 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 separating floor/ceiling between the uses achieves a minimum airborne sound insulation performance of greater than or equal to 55 dB (Dntw +Ctr) and ensures that the noise levels within the property do not exceed the values specified in BS8233:2014 with appropriate penalties and adjustments for the character of the noise. The scheme shall make suitable provision for insulation from structure borne noise.

Date:



Assistant Director of Planning, Transport and
Public Protection Services

Thereafter, the development shall not be carried out other than fully in accordance with the approved scheme which shall be completed before any part of the accommodation hereby approved is first occupied and shall be retained and maintained as such at all times thereafter.

Reason: In order to safeguard the amenity of occupiers of the residential accommodation, in accordance with Policies CC8 and EN16 of the Reading Borough Local Plan 2019.

24. No dwelling hereby permitted shall be first occupied until details of measures to prevent pests and vermin accessing the refuse and recycling bin stores have been submitted to and approved in writing by the Local Planning Authority. The approved pest and vermin control measures shall be provided in accordance with the approved details prior to the first occupation of any permitted dwelling and maintained as such thereafter.

Reason: In order to safeguard the amenity of occupiers of the residential accommodation, in accordance with Policy CC7 of the Reading Borough Local Plan 2019.

25. No mechanical plant shall be installed until a noise assessment of the proposed mechanical plant has been submitted and approved by the Local Planning Authority. The assessment shall be carried out for in accordance with BS4142:2014 methodology. The predicted specific sound level (LAeq,TR) (with reference to BS:4142) as measured at a point 1 metre external to the nearest noise-sensitive facade shall be at least 10dB below the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The predicted rating level, LAr,Tr (specific sound level plus any adjustment for the characteristic features of the sound) as measured at a point 1 metre external to the nearest noise-sensitive façade (habitable window of a dwelling) shall not exceed the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The plant shall thereafter only be installed in accordance with the assessment and shall thereafter be maintained so that it operates to the same standard.

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

26. Prior to the first occupation of any Class E (d) gym use hereby approved, a noise assessment shall be submitted to and approved, in writing, by the Local Planning Authority. The noise assessment shall include an assessment of the noise environment within the unit and inclusion of any required mitigation measures (including to the internal structure of the unit itself) to protect nearby occupiers from noise and disturbance, including structure borne noise. The scheme itself shall be designed,

Date:



Assistant Director of Planning, Transport and
Public Protection Services

specified and constructed so that the sound insulation performance of the resultant structure is such that the indoor ambient noise levels within adjoining and nearby premises do not exceed the appropriate values for the use of the premises detailed in Table 4 of BS 8233:2014 as a result of noise from the gym and the impact noise does not cause disturbance to occupiers. Thereafter, the development shall not be carried out other than in accordance with the approved scheme which shall be completed before the first occupation of any gym use, and retained and maintained as such thereafter.

Reason: To protect the amenity of future users of the building, in accordance with Policies CC8 and EN16 of the Reading Borough Local Plan 2019.

27. No Class E (b) (Sale of food and drink for consumption (mostly) on the premises) use shall commence on site until an odour assessment has been carried out and a detailed odour management plan to include scaled plans, odour control specifications and a maintenance plan has been submitted to and approved in writing by the Local Planning Authority. Reference shall be made to the DEFRA guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems (Jan 2005) when assessing potential odours and selecting appropriate odour control methods. Thereafter, the development shall not be carried out other than in accordance with the approved scheme and be retained and maintained as such.

Reason: These details are required due to insufficient information being contained within this submission and to safeguard the amenity of adjoining properties and to protect the general environment in accordance with Policies CC8 and EN16 of the Reading Borough Local Plan 2019.

INFORMATIVES

1. The Local Planning Authority has worked positively and proactively with the applicant to resolve relevant matters to allow permission to be granted within the agreed extended timescale for the decision to be issued.
2. In accordance with Article 35 (DMPO 2015) some conditions have been highlighted (with a *) to make clear that they require approval from the Local Planning Authority before any development begins. This is because the details need to be designed or works implemented before any other works start on the site or are of a nature that it would be impractical to consider after work has started.
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.

Date:



Assistant Director of Planning, Transport and
Public Protection Services



Reading

Borough Council

Working better with you

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. In this specific instance, owing to the location of the site, it is anticipated that a separate licence to construct and implement the permission is very likely.

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

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

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

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

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

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

9. To minimise the disturbance by noise of future residential occupiers of the flats and its effect on neighbouring residents, residential accommodation must be designed and constructed or converted so as to achieve the insulation requirements set out in Building Regulations Approved Document E.

Date:


Assistant Director of Planning, Transport and
Public Protection Services



Reading

Borough Council

Working better with you

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

11. 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.

12. You are advised that no tree works are approved by virtue of this consent. Any works to trees subject to a Tree Preservation Order or to Conservation Area status will require submission of a tree works application or Section 211 Notice respectively.

13. No advertisement consent is approved as part of this application and you are advised that this permission is granted without prejudice to the possibility of requiring consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 (as amended).

14. Noisy construction, demolition and associated activities should be restricted to between the hours of 08:00hrs to 18:00hrs Mondays to Fridays, and 08:00hrs to 13:00hrs on Saturdays, with no noisy works taking place at any time on Sundays and Bank or Statutory Holidays.

15. There should be no burning of waste on the site during construction.

Date:


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 (BUT NOT DELIVERED)
UNTIL THE DATE HEREOF) AS A)
DEED by)
INVESTMENT BUSINESS LIMITED
acting by a director:

sign here



Director

DAVID BEVAS

print name

In the presence of:

Witness signature:

Witness sign here.



Witness name:

print name. WENDY RITCHIE

Witness address:

126 STRAUBROCK GROVE
CATHALL
195 001

Witness occupation:

TECHNICAL WRITER

Executed and Delivered as a deed)
for and on behalf of)
NATIONAL WESTMINSTER BANK)
PLC by a duly authorised Attorney

sign here



Authorised Attorney

print name: Tina Barosky
Documentor, Credit Documentation
Ref: - 7579945 / M06

In the presence of:

Witness signature:

Witness sign here



Witness name:

print name

ALICE GOODLEY

Witness address:

1 Spinningfields Square
Manchester

Witness occupation:

Bank Employee

EXECUTED (BUT NOT DELIVERED)

UNTIL THE DATE HEREOF by)

the affixing of THE COMMON)

SEAL of READING BOROUGH)

COUNCIL in the presence of:-)

Authorised Signatory



LUBNA FAROOQI HAMEED

Minute	See ODN
Originator	JS
Seal No.	376/24
Checked	LFH

DATED 8th November **2024**

INVESTMENT BUSINESS LIMITED

(the Owner) (1)

and

NATIONAL WESTMINSTER BANK PLC

(the Mortgagee) (2)

READING BOROUGH COUNCIL

(the Council) (3)

AGREEMENT

**constituting a Planning Obligation relating to
land at 2-4 Church Road, Caversham Reading, RG4 7AE**

(Appl. No. 240068)

Michael Graham
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 027171