

DATED 13th December 2024

FAYE AND YARA LIMITED

and

YORKSHIRE BUILDING SOCIETY

and

READING BOROUGH COUNCIL

AGREEMENT

constituting a Planning Obligation relating to

13-15 STATION ROAD READING RG1 1LG

(Planning Application No. 230202)

Michael Graham LLB(Hons); MBA
Assistant Director of Legal &
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
Iken: 024341

THIS AGREEMENT is made the 13th December

2024

BETWEEN:

- (1) **FAYE AND YARA LIMITED** (Co. Regn. No. 09033218) whose registered address is at Chester House, Lloyd Drive, Cheshire Oaks Business Park, Ellesmere Port CH65 9HQ ("the Owner");
- (2) **YORKSHIRE BUILDING SOCIETY** trading as Norwich and Peterborough Building Society whose principal office is at Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ ("the Mortgagee"); and
- (3) **READING BOROUGH COUNCIL** whose address is at Civic Offices, Bridge Street, Reading RG1 2LU ("the Council").

hereinafter called "**the Parties**"

RECITALS

- (A) 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.
- (B) The Owner is the registered proprietor of the freehold interest in the Application Land under HM Land Registry title number BK112395 and BK106952 within the meaning of section 106(9)(b) of the 1990 Act.
- (C) The Mortgagee has the benefit of a legal charge dated 5 September 2014 which is registered at HM Land Registry under title number BK112395 and BK106952 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.
- (D) On 4 April 2023 the Application was validated by the Council.
- (E) 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

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;

Actual Building Costs

means the actual Building Costs incurred at the Trigger Date;

Additional Residential Floorspace

means any one or more of (a) additional residential units created within the building which forms part of the Development and/or (b) the addition of new residential floorspace by way of an extension to the building which forms part of the Development and/or (c) any additional residential floorspace that may be created on the Application Land;

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 an Eligible Person;

Affordable Housing Financial Contribution

means the sum of SEVENTY-TWO THOUSAND FOUR HUNDRED AND FORTY SIX POUNDS (£72,446) (Index Linked) to be used by the Council towards the provision of Affordable Housing in the Borough;

Agreement

means this deed of Agreement;

Application

means the application for the Planning Permission and given the reference number 230202;

Application Land

means 13-15 Station Road Reading RG1 1LG being land against which this Agreement may be enforced as shown for identification purposes only edged in red on the Plan, a copy of which is appended at Sixth Schedule to this Agreement;

Benchmark Land Value

means the value of below which the current use of the site will be continued. This is the value at which a reasonable landowner will be willing to release their site for development and for the purposes for this Agreement it has been agreed that the Benchmark Land Value is £525,000 (FIVE HUNDRED AND TWENTY FIVE THOUSAND POUNDS);

Building Contract

means the contract(s) for the carrying out of the Building Works to be entered into by the Owner;

Building Costs

shall mean all of the following costs reasonably and properly incurred in carrying out the Development on the Application Land incurred after the date of this Agreement:-

- (a) The actual costs of carrying out the Building Works under the Building Contract as certified by the Contract Supervisor; and
- (b) Developer Preliminaries; and
- (c) a maximum contingency of five per cent (5%) of the costs incurred in Paragraph (a) in this definition of Building Costs excluding Developer Preliminaries; and
- (d) the Building Contractors overheads and profits as reflective of prevailing market rates; and
- (e) the fees of solicitors planning consultants architects (including landscape architects) quantity surveyors building surveyors structural engineers mechanical and electrical engineers construction engineers the employer's agent any project monitor CDM co-ordinators any other reasonably anticipated professional fees and disbursements incurred in obtaining Planning Permission including the costs of entering into this Agreement and any fees and charges payable for planning and building regulation approval any National Building Council or analogous application and any inspection fees and any statutory based fees and charges payable to any statutory undertakers; and
- (f) the planning application costs associated with any future planning application for the variation of the Development; and
- (g) the cost of obtaining any Statutory Consents including all fees incurred for obtaining Statutory Consents and any other fees and contributions payable to any public or other authority and any payments due under any planning agreement (including this Agreement) entered into in order to obtain the relevant Statutory Consents; and
- (h) the cost of diversion of existing supplies and services and the installation and connection of new supplies (including foul and surface water drainage gas water and electricity supplies and telecommunications); and

- (i) provided that the Development proceeds without unreasonable delay the costs incurred in insuring the Development and all third party and any other necessary insurance and the periodic cost of valuation for income purposes on usual terms; and
- (j) rates including sums payable pursuant to any statute or byelaw rents and value added tax where the same is not recoverable or not zero rated; and
- (k) costs of carrying out appropriate environmental surveys and monitoring and any other site investigations

Building Works

means the works of and in connection with the carrying out of the Development and includes (unless the context otherwise requires) all site clearance work, site preparation works and fitting out of the New Dwellings to a standard required for a capital disposal on the open market;

Commencement

means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act but (for the purposes of this agreement only) not including any works of removing any above ground materials (excluding buildings) from the Application Land, temporary landscaping, ground investigation, site survey works, construction of boundary fencing or hauling, decontamination, soil investigation and archaeological testing and Commence and Commenced shall be construed accordingly;

Commencement Notice

means a written notice to be served by the Owner upon the Council stating the proposed date of Commencement of the Development;

Contingency

means those unforeseen costs and risks that directly relates to the impact on the completion of the development;

Contract Supervisor

means the person appointed by the Owner under the Building Contract to supervise the Building Works;

Contributions

means the Affordable Housing Financial Contribution and (if any) the Deferred Affordable Housing Contribution;

Costs

means the aggregate of the Final Building Costs Finance Costs Land Costs Sales Costs Planning Costs Benchmark Land Value and Guaranteed Developer's Profit;

Deemed Disposal

means a deemed transfer of the freehold interest or grant of a long leasehold estate or interest in a New Dwelling at Open Market Value where the Owner does not dispose of the New Dwelling but lets it out or otherwise permits Occupation of the said New Dwelling;

Deferred Affordable Housing Contribution

means the sums calculated in accordance with the formula set out in Appendix 4 Affordable Housing Supplementary Planning Document Adopted, March 2021 to be paid to and applied by the Council to the provision of Affordable Housing in the Borough which is not being provided by the Owner on the Application Land and which shall be up to the Maximum Sum as increased by Indexation;

Deferred Affordable Housing Contribution Appraisal

means the format for reporting the breakdown of the Gross Profit of Sale the Costs the Net Profit and the Guaranteed Developer's Profit at the Trigger Date set out at the Second Schedule;

Developer Preliminaries

means the actual ongoing running costs incurred in the construction of the Development to include scaffolding site and project management and staff plant tools site services site storage security insurance and welfare subject to a maximum of 15 per cent (15%) of the costs incurred in Paragraph (a) in the definition of Building Costs;

Development

means change of use from office (Class E) to seven (7) residential units (Class C3) at part-basement floor, part-ground floor and first to fourth floor levels, cycle storage facilities at rear ground floor level and replacement rooftop mechanical plant;

Disposal

means the transfer of the freehold interest or the grant of a leasehold estate or interest in any New Dwelling and for the avoidance of doubt Disposal shall not mean the exchange of contracts and "dispose" and "disposed of" shall be construed accordingly;

Due Date

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

Effective Date

means the date of this Agreement;

Eligible Person

means a person or households in Housing Need and/or unable to afford housing on the open market at prevailing open market values including those on incomes which are insufficient to enable them to afford housing on the open market and who are nominated by the Council from its housing needs register in accordance with the Council's allocation policy;

Estimated Final Building Costs

means the sum representing the estimated Building Costs, after the Trigger Date exclusive of value added tax save where value added tax is not recoverable in which case it shall be included as set out in the Deferred Affordable Housing Contribution Appraisal;

Expert

means an independent and fit person holding professional qualifications appropriate in light of the subject matter of the dispute, to be appointed (in the absence of Agreement between the parties) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications;

Final Accounts

means a detailed final account statement including a full breakdown of all elements therein agreed between the Owner and the Contract Supervisor under the Building Contract;

Final Building Cost

means the aggregate of the Actual Building Costs and the Estimated Final Building Costs exclusive of value added tax;

Finance Costs

means the cost of finance for acquiring the Application Land, obtaining the Planning Permission and carrying out the Development including interest charges and financial charges arrangement fees commitment fees and similar costs and the redemption fees on competitive terms or terms that are reasonably obtainable and where any funding is provided by the Owner from its own resources notional interest at the interest rate at which the Owner is able to secure loan finance;

Gross Development Value

means the sum determined as part of the assessment of viability at the time of planning permission to be granted and is the aggregate of the following:

- a. the consideration received on the Transfer of each of New Dwelling (if any);
- b. in the case of any New Dwelling that has not been Transferred at the Relevant Date, the estimated Open Market Value of each such Residential Unit;
- c. the consideration received on each Transfer or Disposal of other revenue-generating elements of the Development (as the case may be);
- d. in respect of the Transfer or Disposal of the New Dwelling and other revenue-generating elements of the Development by way of a part exchange or by way of a swap, the full value of the unit Transferred or Disposed without deduction for the property taken in part exchange;
- e. in respect of the Transfer or Disposal of a New Dwelling by way of a shared equity scheme, the full amount of the premium payable together with the up-to-date Open Market Value of any residual interest of the Owner in such New Dwelling;
- f. any other income received by the Owner from any uses within the Development;
- g. all non-repayable sums secured from or through third parties in relation to the Development including (without limitation) government relief, grants, incentives, public subsidy and/ or tax opportunities;
- h. the value of any overage or other performance-related payment attributable to any Transfer or Disposal;
- i. all other actual sale proceeds, capital payments and receipts paid to, or received by, the Owner (or by others on its behalf) after the date of this Agreement in respect of any Transfer, Disposal and Deemed Disposal; and
- j. any compensation, damages, interest or other payment or sum of whatever nature not otherwise provided for in this definition received by or, on behalf (or as agent) of, the Owner (or a third party on its behalf) for any purpose whatsoever in respect of the Development;

as at the Relevant Date PROVIDED ALWAYS that all such sale proceeds, capital payments receipts and other income shall only be taken into account once when calculating the gross development value;

Gross Proceeds of Sale

means the actual long leasehold or freehold revenue and independently confirmed estimated revenue of each Disposal together with all other actual sale proceeds capital payments and receipts paid to or received by the Owner or by others on his behalf after the date of this

Agreement in respect of any Disposal (and in the case of a Deemed Disposal the Open Market Value) including in each case (but not limiting the generality of the foregoing) any income or receipt generated by the Owner from:-

- i. all rents licence fees and other sums received by the Owner from any licensee or occupier or any proposed licensee or occupier and
- ii. any non-repayable sums secured from or through third parties in relation to the Development including government relief grants incentives or tax opportunities and
- iii. the value of any overage or other performance related payment attributable to any Disposal and
- v. any compensation damages interest or other payment or sum of whatever nature not otherwise provided for in this definition received by or on behalf or as agent of the Owner or a third party on his behalf for whatsoever purpose in respect of the Development and
- vi. the actual or independently estimated capitalised rental value of any ground rents on long leasehold disposals;

together with the independently estimated Open Market Value of any private residential unit to be sold in respect of the Development

Guaranteed Developer's Profit

means a sum that is fifteen per centum (15%) of Gross Proceeds of Sale;

Housing Association

means a housing association within the meaning of section 1 of the Housing Associations Act 1985;

Housing Need

means, in respect of a person or persons a housing need because their income is insufficient to enable them to rent or buy housing available in the Local Area on the open market determined with regard to local incomes and local house prices;

Index

means the Retail Price Index issued by the Office for National Statistics (including any index that replaces it from time to time);

Index Linked

means that the amount of each Contribution 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 Due Date;

Land Costs

means the:

- i. Benchmark Land Value as agreed as part of the viability process; and
- ii. all professional and management costs reasonably and properly incurred associated with the entering into of any option agreement on the Application Land and payments thereunder; and
- iii. agents' fees reasonably and properly incurred in connection with acquisition of the Application Land and/or entering into an option agreement over the same; and
- iv. legal fees reasonably and properly incurred in connection with acquisition of the Application Land and/or entering into an option agreement over the same; and
- v. Stamp Duty and Tax incurred in the acquisition of the Application Land

Maximum Sum

means a sum calculated which represents a policy compliant level of Affordable Housing of thirty percent (30%) of the total number of New Dwellings in accordance with Appendix 4 Affordable Housing Supplementary Planning Document Adopted, March 2021;

Monitoring Fee

means the sum of EIGHT HUNDRED POUNDS (£800.00) as a contribution towards the Monitoring Officer's costs of monitoring the provisions of this Agreement;

Monitoring Officer

means the Council's monitoring officer (within the Council's Directorate of Economic Growth and Neighbourhood Services) (or any Directorate replacing it) as designated by the Council to monitor the obligations set out in this Agreement;

Net Profit

means a positive figure which is more than £0 (zero pounds) where the Gross Proceeds of Sale exceed the Costs;

New Dwelling

means any one of the seven (7) residential units formed or to be formed in the carrying out of Development pursuant to the Planning Permission and "New Dwellings" "Dwellings" shall be construed accordingly;

Occupation

means (as the context permits) beneficial occupation for the purposes permitted by the Planning Permission of any part of the Development 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, Occupied and Occupier shall be construed accordingly);

Open Market Value

means the price at which the sale of the relevant freehold or long leasehold interest with vacant possession would have been completed unconditionally for cash consideration on the date of valuation assuming:

- a willing seller and a willing buyer;
- that the sale is an arm's-length transaction;
- that prior to the date of valuation there had been a reasonable period (having regard to the nature of the New Dwelling and the state of the market) for the proper marketing of the interest for the agreement of the price and terms and for the completion of the sale;
- that the state of the market level of values and other circumstances were on an earlier assumed date of exchange of contracts the same as on the date of valuation;
- that no account is taken of any additional bid by a prospective purchaser with a special interest;
- that both parties to the transaction had acted knowledgeably prudently and without compulsion; and
- that this Agreement did not bind the interest concerned

Planning Permission

means planning permission for the Development to be granted in the form of the draft decision notice at Seventh Schedule to this Agreement;

Planning Costs

means the Contributions to be paid to the Council pursuant to this Agreement (including legal fees incurred in connection with this Agreement) other than the Deferred Affordable Housing Contribution, and the Community Infrastructure Levy ("CIL") under the Community Infrastructure Levy Regulations 2010 (as amended), SAVE FOR THE Avoidance of doubt does not include CIL Surcharges and late payment interest;

Practical Completion

means complete in all material respects such that it is fit for its intended purpose and available for use and Practically Completed shall be construed accordingly;

Reasonable Endeavours

means that (subject to the other terms of this Agreement) the Owner under such an obligation will be bound to attempt to fulfil the relevant obligation by the expenditure of such reasonable and proportionate effort and/or sums of money and the engagement of such professional or other advisors as in all the circumstances may be reasonable to expect PROVIDED THAT the Owner will not be required to issue proceedings (including any appeal) in any court, public inquiry or other hearing;

Registered Provider

means an affordable housing provider as provided for in the Housing and Regeneration Act 2008;

Relevant Date

means the date when the Deferred Affordable Housing Contribution Appraisal is submitted to the Council in accordance with this Agreement;

Sales Costs

means the fees disbursements and other costs reasonably and properly incurred:

- (a) of selling agents in relation to each New Dwelling; and
- (b) in relation to negotiations of any agreement for sale and sale documentation any agreement for lease and the grant of a lease and any agreements for ground rent; and
- (c) in promotional or marketing costs relating to the letting or sale of any part of the Application Land; and
- (d) of settling claims from or reaching agreement with neighbouring landowners who hold rights that will prevent the Development or whose co-operation is needed or beneficial in respect of the Development; and
- (e) all discounts incentives or allowances allowed by the Owner to any tenant or buyer (including without limitation payment of legal and agents' costs (including irrecoverable VAT) Stamp Duty and all payments for or made towards the provision of carpets curtains and white goods; and
- (f) any reasonable property related costs incurred by the Owner in carrying out any extra works at the request of an individual buyer of part of the completed Development over and above the Owner standard specification for that particular New Dwelling which increases the value of the New Dwelling and is not already accounted for as Building Costs; and

- (g) any proper legal and marketing and professional costs and other costs incurred by the Owner in acquiring any property at market value by way of part exchange on sale of residential unit; and

PROVIDED ALWAYS that all such fees disbursements and other costs shall only be taken into account once when calculating the Costs;

Sales Schedule

means a schedule setting out the actual gross sales price achieved in respect of each private residential unit that has been sold or the independently estimated Open Market Value of any private residential unit to be sold and clearly identifying the value of discounts incentives or allowances allowed by the Owner in respect of each such private residential unit sale;

Services

means foul and surface water sewers, water, gas mains, electricity, telephone and any other cables, sewers, drains, soakaways, conduits, wires, gutters, downpipes, watercourses or pipes serving or intended to serve the Application Land;

Statutory Consents

means any statutory approvals consents or licences or permissions required from any local or competent authority to enable the Owner to carry out and complete the Development;

Subsequent Affordable Housing Contribution

means a financial contribution payable by the Owner to the Council for the provision of Affordable Housing in the Borough in lieu of Affordable Housing Units and the number of Affordable Housing Units to be provided and/or the financial contribution payable shall be based on the area comprising the Whole Property Floorspace and the Council's Affordable Housing Development Plan Policies and any Supplemental Planning Document on Affordable Housing for the time being in force;

Subsequent Planning Permission

means a planning permission that is granted in the event of any subsequent application for planning permission for the further development of the Application Land which authorises the creation of Additional Residential Floorspace to be used for C3 residential purposes;

Supporting Evidence

means:

- a. for Costs actually incurred at the time the Deferred Affordable Housing Contribution Appraisal is carried out (the "relevant time");
- b. receipted invoices or other evidence of payment;
- c. costs certified by the Owner's quantity surveyor or cost consultant or other professional (subject to such person expressly owing a duty of care to the Council);
- d. for Costs yet to be incurred at the relevant time, the up to date best estimate of such costs by the Owner or where available by the Owner's quantity surveyor or costs consultant (subject to such person expressly owing a duty of care to the Council);
- e. for sale proceeds and other monies received by the relevant time, certified copies of sale contracts or completion statements by the Owner's solicitor addressed to the Council confirming in giving such confirmation that a duty of care is owed to the Council;
- f. in relation to any New Dwelling which are/is unsold at the relevant time, then such independently obtained estimates from 3 local reputable firms of Estate Agents based on sales at the Development already effected, the trend in sale prices and the expected date of sale.

Transfer means:

- (a) the completion of the transfer of the freehold interest; or
- (b) the grant of a leasehold interest (for a term of not less than one hundred and twenty-five (125) years),

and for the avoidance of doubt Transfer shall not mean the exchange of contracts (and Transferred shall be construed accordingly);

Trigger Date

means the date which is fifteen (15) Working Days prior to the Disposal or Deemed Disposal of the 5th New Dwelling;

Whole Property Floorspace

means the aggregate of (a) the floorspace comprising the residential units within the Application Land as part of the Development and (b) the Additional Residential Floorspace; and

Working Days

means any day (other than Saturdays Sundays or public holidays in England) when banks in London are open for business.

2 Interpretation

- 2.1 Clause headings paragraphs and headings shall not affect the interpretation of this Agreement.
- 2.2 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 A reference to a company shall include any company, corporation or other body corporate wherever and however incorporated or established.
- 2.4 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular.
- 2.5 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders.
- 2.6 A reference to any Owner shall include that Owner's successors in title and assigns and personal representatives.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 A reference to writing or written does not include faxes or e-mail.

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

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 Clauses 4 (conditionality), 5 (the Owner's obligations), 8 (lapse) and 11 (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 Conditionality

- 4.1 Unless otherwise required in order to give legal effect to any provision in this Agreement, this Agreement is conditional upon:

- 1. the grant of the Planning Permission; and
- 2. the Commencement of the Development,

save for Clause 7 which shall come into effect upon the Effective Date.

5 Owner's 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 First to Third Schedules of this Agreement.

- 5.2 The Owner covenants with the Council:

- a) not to Commence unless and until it has served a Commencement Notice at least ten (10) Working Days prior to Occupation of any part of the Development;
- b) to notify the Council of the intended Trigger Date at least ten (10) Working Days before such occurrence;
- c) 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;
- d) not to Commence the Development until the leasehold interests in the Application Land registered at HM Land Registry under title numbers BK207014, BK282954, BK393087, BK426376 and BK451581 (the "Leasehold Interests") have terminated and the Owner has obtained vacant possession of the part of the Application Land applicable to title numbers BK207014, BK282954, BK393087, BK426376 and BK451581 (or until the Owner has otherwise bound such leasehold titles to the terms of this Agreement by the entering into of further agreements or undertakings under section 106 of the 1990 Act in such form as the Council shall have previously approved in writing
- e) not to vary or to consent to any variations of the Leasehold Interests that would enable the Commencement of the Development granted by the Planning Permission and not to consent to any alteration of the premises under the Leasehold Interests that would constitute Commencement and/or carrying out of the Development granted by the Planning Permission unless and until the Owner has otherwise bound such Leasehold Interests to the terms of this Agreement by the entering into of further agreements or undertakings under section 106 of the 1990 Act in such form as the Council shall have previously approved in writing
- f) to pay to the Council the Deferred Affordable Housing Contribution, if required.

6 **Council's Obligations**

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

7 **Fees**

The Owner covenants with the Council to pay prior to the Effective Date:

- (a) the Council's reasonable legal costs in the sum of £3000.00 (THREE THOUSAND POUNDS) and expenses incurred in the preparation, negotiation and completion of this Agreement; and
- (b) the Monitoring Fee.

8 Lapse

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 Commencement of the Development.

9 Future Development

Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission) that is granted (whether or not on appeal) after the date of this Agreement.

10 Statutory Undertakers

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.

11 Release

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.

The releases provided for in this Clause 11 shall not apply to any prior or existing breach of this Agreement as at the date of disposal.

12 Right of access

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

enter the Application Land at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

13 No waiver

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

14 No Fetter on Discretion

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.

15 Severance

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.

16 Indexation

The amount of each Contribution payable under this Agreement shall be Index Linked.

17 Interest on unpaid monies

- 17.1 If any Contribution due under this Agreement is paid late 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 sum of the Contribution due or (as the case may be) on any amount of that Contribution which may be outstanding from the date on which the Contribution (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 Contribution (or the relevant part of it, as the case may be).

- 17.2 Any interest paid or payable pursuant to Clause 17.1 above shall be deemed to be part of the Contribution or sum due to which such interest relates.

18 Payments to the Council

All Contributions and other sums due to the Council under the terms of this Agreement shall (unless otherwise notified in writing by the Council to the Owner) be paid 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

Account: Reading Borough Council quoting reference: s106/ 024341/ 230202 or other reference quoted by the Council in the relevant S106 Demand Notice issued in respect of the obligation

No Contribution (save for Legal costs and Monitoring fee) or other sum required under this Agreement (or part of it) shall be paid to the Council earlier than eight (8) weeks before the Due Date.

19 Notice

- i. 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.
- ii. 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.

20 **Consents and Approvals**

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.

21 **Dispute Resolution**

21.1 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 21 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.

21.2 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.

21.3 The Expert shall be appointed within one (1) month of an application being made by one of the Parties.

21.4 The Expert shall be entitled to invite written representations from each of the Parties.

21.5 The Expert shall act as an expert and not as an arbitrator.

21.6 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.

21.7 The decision of the Expert shall be final and binding on the Parties save in the case of manifest and material error.

21.8 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.

21.9 Nothing in Clauses 21.1 – 21.8 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Agreement.

22 **Future Section 73 Permission(s)**

22.1 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.

23 Mortgagee

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 mortgagee or chargee 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.

24 Third Party Rights

24.1 Unless the right of enforcement is expressly granted and except in relation to:

(a) any successor bodies of the Council; and

(b) any successors in title of and those deriving title under the Owner,

it is not intended that a third party should have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

24.2 This Agreement may be rescinded or varied without the consent of a third party to whom an express right to enforce any of its terms has been provided.

25 Local Land Charge

This Agreement is and shall be registered as a local land charge.

26 Change of Ownership

The Owner shall provide the Council with written notice of any change in ownership of its interest in the Application Land before all the obligations under this Agreement have been discharged within ten (10) Working Days of any such change occurring PROVIDED THAT such written notice shall include details of the name and address of the current and new owner of such interest(s) together with details of that part of the Application Land to which each of their interests apply.

27. Good Faith and Consent

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.

28 **Jurisdiction**

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.

FIRST SCHEDULE

(The Deferred Affordable Housing Contribution)

Part 1

The Owner covenants and agrees with the Council as follows:

1. The Owner covenants with the Council to pay to the Council the Deferred Affordable Housing Contribution in accordance with the procedures and mechanism described in Paragraphs 2 to 11 (inclusive) below.
2. As regards the Deferred Affordable Housing Contribution the Owner will (a) maintain development accounts in a good and efficient manner and in accordance with approved accountancy and good book keeping principles and the accounts are to be made available for inspection by the Council as often as may reasonably be appropriate and (b) permit the Council under Clause 16 to have access to and inspect the Development for the purposes of verifying whether the Trigger Date has occurred.
3. The Owner agrees that in making a Disposal the Owner is under a duty to the Council to take steps to (a) use all commercial Reasonable Endeavours to maximise the Gross Proceeds of Sale from a Disposal and (b) where there is a Deemed Disposal the Deferred Affordable Housing Contribution shall be calculated by substituting Open Market Value of the New Dwelling for the Gross Proceeds of Sale.
4. The Owner shall provide to the Council no later than the Trigger Date the Deferred Affordable Housing Contribution Appraisal in accordance with and in the form set out at Part 2 of this Second Schedule which shall confirm whether a Net Profit has been achieved and the calculation of the Deferred Affordable Housing Contribution and shall include evidence of all Costs and Gross Proceeds of Sale including copies of Building Contract Final Accounts Sales Schedule and other Supporting Evidence.
5. Upon receipt of the Deferred Affordable Housing Contribution Appraisal the Council may request in writing that the Owner provide further information in order to verify any matter or figure within the Deferred Affordable Housing Contribution Appraisal PROVIDED THAT such written request is served on the Owner within 20 (twenty) Working Days of the date on which the Council receives the said Deferred Affordable Housing Contribution Appraisal.

6. If a written request for further information is received from the Council in accordance with Paragraph 5 above the Owner shall provide such further information to the Council within 20 (twenty) Working Days of such request.
7. The Owner shall maintain development accounts in a good and efficient manner and in accordance with approved accountancy and good book keeping principles and the accounts are to be made available for inspection by the Council as often as may reasonably be appropriate to enable the Council to verify the calculation of the Deferred Affordable Housing Contribution.
8. Notwithstanding clauses 7 and 8 above the parties shall use their Reasonable Endeavours to agree the calculation of the Deferred Affordable Housing Contribution but in the event of a dispute which cannot be resolved between the parties either party (acting reasonably) may refer the matter to Expert determination in accordance with Clause 21.
9. In the event that the calculation of the Deferred Affordable Housing Contribution is agreed between the parties the Owner shall pay the Deferred Affordable Housing Contribution to the Council prior to Occupation and/or Disposal of seventy-five percent (75%) of all the flats (i.e. 5 units) or within 20 (twenty) Working Days of the date of the parties' agreement, whichever occurs first.
10. In the event of a dispute between the parties over the calculation of the Deferred Affordable Housing Contribution the Owner shall pay the Deferred Affordable Housing Contribution to the Council within 20 (twenty) Working Days of the determination made under the provisions of Clause 21.
11. In the event of late payment under Paragraphs 9 or 10 above the Owner shall also be required to pay to the Council interest on the Deferred Affordable Housing Contribution from the date on which the Deferred Affordable Housing Contribution falls due to the date on which it is paid.
12. The Owner may at any time after Practical Completion but prior to the Trigger date pay to the Council the Maximum Sum (as increased by the Indexation Provision at Clause 16) together with notice to that effect and thereupon the obligations under this Second Schedule shall cease to apply.

Part 2

("Deferred Affordable Housing Contribution Appraisal")

FINAL & FORECAST TOTALS	FINAL £ (aggregate of the Actual Costs and the Estimated Final Costs exclusive of value added tax)	FORECAST £ (at Planning stage)
Gross Proceeds of Sale (FINAL) OR Gross Development Value (FORECAST)		
Land Value		
Benchmark Land Value		
<i>Building Costs</i>		
Building Costs as defined above excepting Contingency, but including Developer Preliminaries, Sales Costs, Finance Costs, Planning Costs (at FINAL stage) OR Building Costs as defined above, including a maximum 5% Contingency, Developer Preliminaries, Sales Costs, Finance Costs, Planning Costs (at FORECAST stage)		
TOTAL		
Guaranteed Developer's Profit (%)		
Deferred Affordable Housing Contribution		

NB = Any surplus profit, after deducting the developer profit (P), will be shared equally between the developer and the Council, with the Council share being used for the provision of affordable housing within Reading

THIRD SCHEDULE
(“Additional Floorspace”)

The owner covenants and agrees with the Council as follows:

- 1.1 to enter into a section 106 agreement with the Council (“the Subsequent Agreement”) to secure the Subsequent Affordable Housing Contribution prior to the Subsequent Planning Permission being issued by the Council if at any time after the date of this Agreement a Subsequent Planning Permission is approved in principle which gives consent for the development of Additional Residential Floorspace (“the Subsequent Development”) within or on the Application Land; and
- 1.2 not to Commence or permit the Commencement of the Subsequent Development until such time as the Owner has entered into the Subsequent Agreement as referred to in Clause 1.1 of this Fourth Schedule

FOURTH SCHEDULE
(Affordable Housing Contribution)

The owner covenants and agrees with the Council as follows:

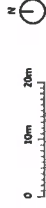
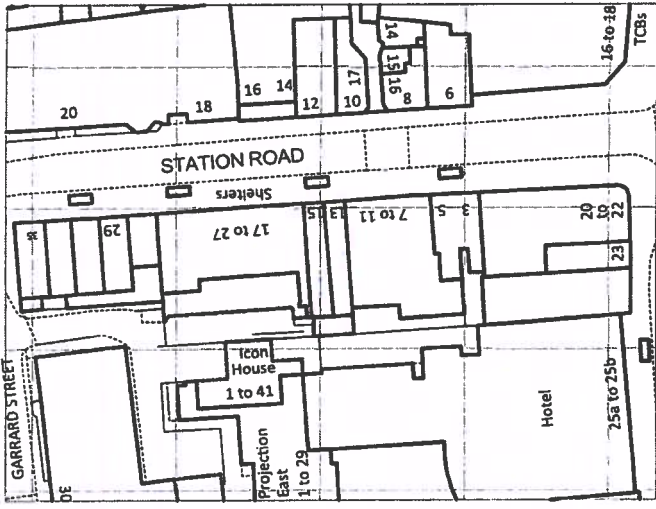
1. to pay to the Council the Affordable Housing Financial Contribution (as increased by the Indexation provision in Clause 16) prior to first Occupation of any New Dwelling; and
2. not to Occupy or permit the first Occupation of any New Dwelling until the Affordable Housing Financial Contribution has been paid in full to the Council.

FIFTH SCHEDULE
(Council's Obligation)

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.
4. If the Council have not spent the Affordable Housing Financial Contribution or the Deferred Affordable Housing Contribution on the delivery of Affordable Housing within the Borough within 5 years from the date of payment as provided herein the Council shall repay such of the Affordable Housing Contribution and or Deferred Affordable Housing Contribution as the Council is holding to the person who paid the contribution with accrued interest at the same interest rate set out in clause 17 for the period that the money is held by the Council..

SIXTH SCHEDULE

(Plan)



LOCATION PLAN 1:1250

AA

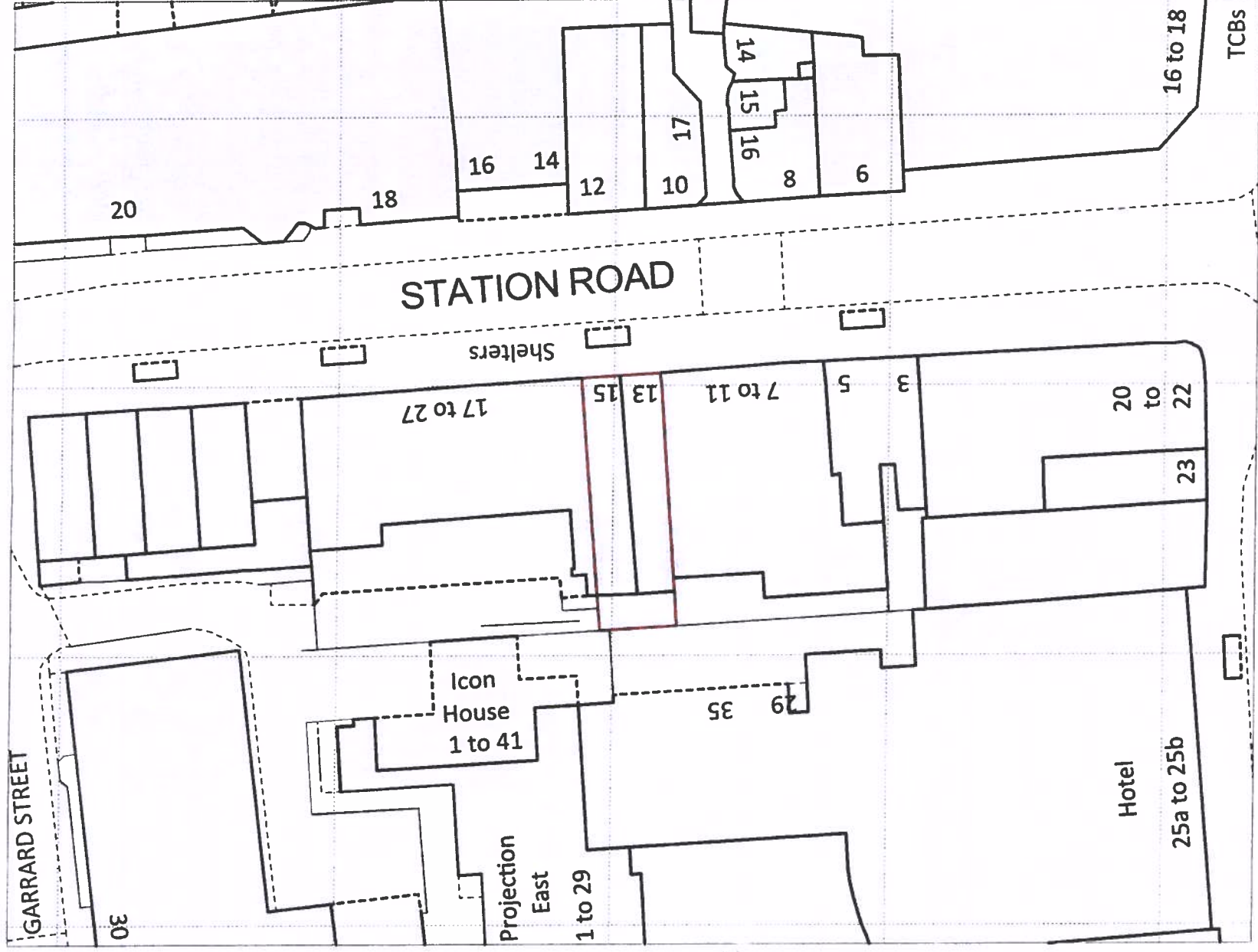
Executed as a deed by affixing the
Seal of Yorkshire Building Society
in the presence of: *T. V. Gades*

By authority of the Board of Directors

14

FY38/24

[Signature]



EXISTING BLOCK PLAN 1:500

Project	13-15 Station Road Station Road, Reading	Drawing	Location Plan & Block Plan Scale 1:500 @ A3 Date 24/11/2022 Drawn by JS	Status	Planning
Client	Faye and Yara Limited	Drawing Number	2209 - PL01		

SEVENTH SCHEDULE

(Draft Decision Notice)



Reading
Borough Council
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**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: Bell Cornwell LLP
Unit 2 Meridian Office Park
Osborn Way
Hook
RG27 9HY

Application No: 230202
Application type: Full Planning Approval

Applicant: Faye And Yarn Limited

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 from office (Class E) to 7 residential units (Class C3) at part-basement floor, part-ground floor and first to fourth floor levels, cycle storage facilities at rear ground floor level and replacement rooftop mechanical plant.

At: 13-15 Station Road Reading RG1 1LG

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

Application At: 13-15 Station Road Reading RG1 1LG

Application No: 230202

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:

2209-PL 09/b Proposed Floorplans 01
2209-PL 10/b Proposed Floorplans 02
2209-PL 11/b Proposed Floorplans 03
As received 04/04/2023

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. No change to the unit mix - 6 x 1-bedroom and 1 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.

4. * No development shall commence on site, including any works of demolition, until a site specific Construction Method Statement has been submitted to and been approved in writing by the Local Planning Authority. As well as demonstrating a commitment to ensuring the number of HGV movements are managed and controlled, the CMS must demonstrate that appropriate measures will be implemented to ensure the safety of pedestrians and cyclists around the construction site as well as ensuring construction works are coordinated with other developments within the vicinity of the site.

The Statement shall provide for:

Date:

Assistant Director of Planning, Transport and
Public Protection Services



Reading
Borough Council

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- 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 of loading and unloading of plant and materials;
- c) Location on site for storage of plant and materials used in constructing the development;
- d) The erection and maintenance (including removal of any graffiti or fly posters) of security hoarding around the site;
- e) Identification of any footpath closures or road closures needed during construction;
- f) Required wheel washing facilities on site;
- g) Safety measures for pedestrians and cyclists around the site;
- h) A coordinated approach with other development works within the vicinity of the site.
- i) A scheme for recycling waste resulting from the construction works.
- j) Measures for controlling the use of site lighting whether required for safe working or for security purposes;
- k) Required measures to control the emission of dust, dirt and other airborne pollutants during demolition and construction;
- l) Provisions to be made for the control of noise coming from the site during demolition and construction;
- m) 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.

5. No dwelling hereby permitted shall be occupied until the bicycle parking facility for that dwelling has been provided in accordance with the plans hereby approved (2209-PL 09/b Proposed Floorplans 01, as received 04/04/2023). 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 TR1 and TR5 of the Reading Borough Local Plan 2019.

6. No dwelling hereby permitted shall be occupied until the refuse and recycling storage facility shall be implemented fully in accordance with those details shown on the approved plan (2209-PL 09/b Proposed Floorplans 01, as received 04/04/2023) and thereafter retained for use by occupiers of the dwelling/building at all times.

Date:

Assistant Director of Planning, Transport and
Public Protection Services

Reason: In the interests of the visual amenity of the area and to ensure that bins can be easily accessed when required in accordance with Policies CC5, CC7 and CC8 of the Reading Borough Local Plan 2019.

7. 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.

8. 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 Policies TR3 and TR5 of the Reading Borough Local Plan 2019.

9. The glazing and any other mitigation specified shall be installed in accordance with the specifications recommended within the Noise Assessment submitted with the application [Noise Assessment by Hawkins Environmental dated 26 Jan 23, Ref H3663 - NV - V2, as received 17/02/2023].

Reason: In order to protect the amenity of future occupants of the proposed development in accordance with Policies CC8, EN16 and CR6 of the Reading Borough Local Plan 2019.

Date:

Assistant Director of Planning, Transport and
Public Protection Services



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10. 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+A1:2019 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, EN17 and CR6 of the Reading Borough Local Plan 2019.

11. * No development shall take place until a detailed scheme demonstrating sufficient mitigation to protect the occupants of the new dwellings hereby approved from poor air quality has been submitted to and been approved in writing by the Local Planning Authority. The scheme shall be implemented as approved prior to occupation of any part of the development and retained as approved at all times thereafter.

Reason: In order to protect the health of future occupants of the proposed development in accordance with Policies CC8, EN15 and CC6 of the Reading Borough Local Plan 2019.

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

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

13. Prior to first occupation of the development hereby approved, a copy of a Final BREEAM Certificate in accordance with the BREEAM Sustainability Standard following a post-construction stage review carried out by a licensed assessor has been submitted to and approved in writing by the Local Planning Authority, demonstrating that the development has attained as a minimum the standard set out in the Interim BREEAM Certificate referred to in condition 12.

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.

14. No dwelling hereby permitted shall be occupied until a site security strategy is submitted to and approved in writing by Local Planning Authority. The site security strategy shall include details of a robust access control strategy. The approved measures contained within the site security strategy shall be implemented prior to the first occupation of any residential unit hereby approved and permanently retained and maintained thereafter.

Reason: To protect the amenity of future occupiers of the proposed development and in the interests of safeguarding the character and appearance of the buildings and the wider immediate area, in accordance with Policies CC7, CC8 and CR2 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.
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

Date:

Assistant Director of Planning, Transport and
Public Protection Services



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:
www.communities.gov.uk/publications/planningandbuilding/partywall
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.
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 NIL CHARGE. 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.
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

Date:


Assistant Director of Planning, Transport and
Public Protection Services

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. Noisy construction, demolition and associated activities should be restricted to between the hours of 08:00hrs to 18:00hrs Mondays to Fridays, and 09:00hrs to 13:00hrs on Saturdays, with no noisy works taking place at any time on Sundays and Bank or Statutory Holidays.

13. There should be no burning of waste on the site.

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.

**TOWN AND COUNTRY PLANNING ACT 1990
LOCAL GOVERNMENT PLANNING AND LAND ACT 1980
THE PLANNING (LISTED BUILDINGS & CONSERVATION AREAS) REGULATIONS 1990
PLANNING (LISTED BUILDINGS & CONSERVATION AREAS) ACT 1990**

APPLICATION FOR LISTED BUILDING CONSENT

To: Bell Cornwell LLP
Unit 2 Meridian Office Park
Osborn Way
Hook
RG27 9HY

Application No: 230203
Application No: Listed Building Consent

Applicant: Faye And Yarn Limited

READING BOROUGH COUNCIL as Local Planning Authority **GRANT** Listed Building Consent for the following works:

Proposal: Various internal and external works associated with the change of use from office (Class E) to 7 residential units (Class C3) at part- basement floor, part-ground floor and first to fourth floor levels, including secondary glazing, internal layout alterations, cycle storage facilities at rear ground floor level and replacement rooftop mechanical plant.

At: 13-15 Station Road Reading RG1 1LG

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: 13-15 Station Road Reading RG1 1LG

Application No: 230203

Application No: Listed Building Consent

CONDITIONS and REASONS

1. The works hereby permitted shall begin no later than three years from the date of this consent.

Reason: In accordance with Section 18 of the Planning (Listed Building and Conservation Areas) Act 1990 as amended by section 51 of the Planning and Compulsory Purchase Act 2004.

2. The works to the Listed Building hereby permitted shall be carried out only in accordance with the following approved plans or specifications:

2209-PL 09/b Proposed Floorplans 01
2209-PL 10/b Proposed Floorplans 02
2209-PL 11/b Proposed Floorplans 03
As received 04/04/2023

Reason: For the avoidance of doubt and to ensure that the development is carried out in accordance with the Listed Building Consent hereby approved and in order to protect the special historic and architectural character of the listed building, in accordance with Policy EN1 of the Reading Local Plan 2019.

3. Prior to the first occupation of any residential unit, plan, elevation and section drawings, with materials annotated, of the proposed secondary glazing on the front (east) elevation windows at first, second, third and fourth floor level, at a minimum scale of 1:10, shall be submitted to and approved in writing by the local planning authority. The relevant part of the works shall not be carried out otherwise than in full accordance with the details thus approved and shall be installed prior to the first occupation of any residential unit and retained and maintained as such thereafter.

Reason: These details are required due to insufficient information being contained within this submission and in order that the special architectural and historic interest of this Listed Building is safeguarded in accordance with Policy EN1 of the Reading Borough Local Plan 2019.

Date:

Assistant Director of Planning, Transport and
Public Protection Services



Reading
Borough Council
Working better with you

4. Any painting of timber framed windows and exterior doors shall be painted with oil-based gloss paint.

Reason: In order that the special architectural and historic interest of this Listed Building is safeguarded in accordance with Policy EN1 of the Reading Borough Local Plan 2019.

5. All new external and internal works and finishes, and any works of making good, shall match the existing original fabric in respect of using materials of a matching form, composition and consistency, detailed execution and finished appearance, except where indicated otherwise on the drawings hereby approved.

Reason: In order that the special architectural and historic interest of this Listed Building is safeguarded in accordance with Policy EN1 of the Reading Borough Local Plan 2019.

INFORMATIVES

1. Officers have worked positively and proactively with the applicant to determine the application within the agreed extended timeframes in conjunction with the associated application for full planning permission.

2. For the avoidance of doubt, no other works are approved except those as authorised by this Consent. Any other works required to the Listed Building may require a separate application for Listed Building Consent and/or an application for Permitted Works to a Listed Building.

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 consent for the proposed works or to grant it subject to conditions, then you can appeal to the Secretary of State under section 20 of the Planning (Listed Buildings and Conservation Areas) Act 1990 within 6 months of the decision or such longer period as the Secretary of State may allow.

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

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.

IN WITNESS whereof the Parties have executed this Agreement as a deed the day and year first above written.

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

Minute	PAC 4(a) 24.05.23
Originator	PT
Seal No.	410/24
Checked	LFH

Authorised Signatory



LUBNA FAROOQI HAQUEE

EXECUTED (BUT NOT DELIVERED UNTIL)

THE DATE HEREOF) AS A DEED)

by FAYE AND YARA LIMITED)

acting by a director

in the presence of:



Witness signature:

Witness name: Sherrie Gregory

Witness address: 22 Blagdon Road
Reading
RG2 7NW

~~EXECUTED (BUT NOT DELIVERED UNTIL)~~

~~UNTIL THE DATE HEREOF) AS A DEED)~~

by ~~YORKSHIRE BUILDING SOCIETY~~)

acting by a director

in the presence of:



Director

Witness signature:

Executed as a deed by affixing the
Seal of Yorkshire Building Society
in the presence of: T.L. Gates

Witness name:

Witness address:

By authority of the Board of Directors

FY38/24