

**DATED** 5 September **2023**

**CARTER AND SON (THATCHAM) LIMITED**

**and**

**READING BOROUGH COUNCIL**

**AGREEMENT**

constituting a Planning Obligation relating to  
**97A-117 CAVERSHAM ROAD READING RG1 8AN**

(Planning Application No. 221324)

Michael Graham LLB(Hons);  
MBA  
Assistant Director of Legal &  
Democratic Services  
Reading Borough Council  
Civic Offices Bridge Street  
Reading RG1 2LU  
Iken: 021934

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**THIS AGREEMENT** is made the 5 September 2023

**BETWEEN:**

- (1) **CARTER AND SON (THATCHAM) LIMITED** (Co. Regn. No. 146415) of 12 West Links Tollgate, Chandlers Ford, Eastleigh, Hampshire, England SO53 3TG (the **Owner**); and
- (2) **READING BOROUGH COUNCIL** whose address is at Civic Offices, Bridge Street, Reading RG1 2LU (the **Council**)

**RECITALS**

- (A) The Council is the local planning authority for the purposes of the 1990 Act and highway authority for the purposes of the 1980 Act for the borough of Reading in which the Application Land is situated and enters into this Agreement in both capacities.
- (B) The Owner is the registered proprietor of the freehold interest in the Application Land under HM Land Registry title numbers BK111115, BK199712, BK349640, BK347024, BK347025, BK166138, BK19061, BK80359, BK347026, BK71263 BK347023, BK40797 and BK347027 within the meaning of section 106(9)(b) of the 1990 Act.
- (C) On 3 October 2022 the Application was validated by the Council.
- (D) On 1 February 2023 the Council's Planning Applications Committee (having regard to the development plan and to all other material considerations) resolved to grant the Planning Permission subject to the Owner entering into planning obligations in the form of this Agreement.
- (E) The parties have agreed to enter into this Agreement pursuant to the resolution referred to at Recital D above.
- (F) 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:

**1980 Act**

means the Highways Act 1980;

**1990 Act**

means the Town and Country Planning Act 1990;

**Access**

means the provision (without payment of monetary or other consideration) of appropriate vehicular and pedestrian rights of way vehicular parking rights and access (whether on foot or otherwise) to and within the Affordable Housing Units together with (without payment of monetary or other consideration) all rights and easements over the site as are necessary to facilitate the construction (if applicable) and Occupation of the Affordable Housing Units 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 Eligible Persons;

**Affordable Housing Units**

means a total of eighteen (18) units of Affordable Housing (which equates to thirty percent (30%) of the total number of Residential Units) be let to an Eligible Person comprising:

- (a) Seven (7) x 1 (one) bedroom units;
- (b) Four (4) x 2 (two) bedroom units;
- (c) Five (5) x 3 (three) bedroom units;
- (d) Two (2) x 4 (four) bedroom units;

**Affordable Housing Mix**

means the Affordable Housing Units to be provided in the following type and mix unless otherwise agreed in writing by the Council:

- (a) 5 x 1 bedroom units of Reading Affordable Rent
- (b) 3 x 2 bedroom units of Reading Affordable Rent
- (c) 3 X 3 bedroom units of Reading Affordable Rent
- (d) 2 x 4 bed houses of Reading Affordable Rent
- (e) 2 x 1 bedroom units of Shared Ownership Units
- (f) 1 x 2 bedroom units of Shared Ownership Units
- (g) 2 x 3 bedroom units of Shared Ownership Units

**Affordable Housing Price**

means the price which an independent valuer (procured by the Owner at the Owner's expense and Approved by the Council) considers a Housing Association or Registered Provider will or is reasonably likely to pay to acquire the Affordable Housing Units on the terms and conditions set out in this Agreement;

**Agreement**

means this deed of Agreement

**Application**

means the application for the Planning Permission and given the reference number 221324/FUL;

**Application Land**

means 97a-117 Caversham Road Reading RG1 8AN (registered under title BK111115, BK199712, BK349640, BK347024, BK347025, BK166138, BK19061, BK80359, BK347026, BK71263, BK40797, BK347023 and BK347027 being land against which this Agreement may be enforced as shown edged in red on the Plan, a copy of which is shown at Appendix 1 which for the avoidance of doubt shall not include the Retained Land;

**Approval**

means the written approval on behalf of the Council from the Assistant Director of Planning, Transport and Public Protection Services to the Owner or such other officer of the Council who is from time to time responsible for dealing with and/or approving matters set out in this Agreement and Approved and Approve shall be construed accordingly;

**Assistant Director of Planning, Transport and Public Protection Services**

means the Council's Assistant Director of Planning, Transport and Public Protection Services for the time being or such other officer as the Council may from time to time designate;

**Car Club**

means a car sharing scheme operated by a company community group or not-for-profit organisation that is accredited by CoMoUK (or an equivalent accredited body as may be agreed in writing with the Council) which occupiers and members of the public shall be entitled to join and which makes cars available to hire for members;

**Car Club Cars**

means vehicles operated by the Car Club

**Car Club Space**

means the one (1) parking space as shown on Drawing ITB17593-GA-001F for the exclusive use of a vehicle to be used for the operation of the Car Club appended at Appendix 3

**Car Club Strategy**

means a strategy for the provision and operation of a Car Club in respect of the Development such strategy to include the following measures:

- (a) the provision of a minimum of one (1) Car Club Space
- (b) confirmation that the Car Club Space will be provided and available for use before Occupation of the first Residential Unit
- (c) the proposed Car Club by whom the Car Club Space shall be operated
- (d) specifying that the Car Club Space shall be used for the purposes of parking Car Club Cars and no other purpose

- (e) maintaining the Car Club Space in good and substantial repair
- (f) marking the Car Club Space for 'Car Club Use Only'
- (g) details of any benefits to be offered to members of the Car Club (having reasonable regard to the anticipated requirements of the Car Club); and
- (h) confirmation that the strategy will be funded by the Owner for a minimum period of five (5) years from first Occupation
- (i) a commitment to ensure that any Occupier entitled to drive in the UK who moves into a Residential Unit within the first six (6) months from first Occupation of that Residential Unit should be offered free or discounted memberships of the Car Club for a minimum period of 6 months

#### **Carbon Off-Setting Target**

means the Development must achieve a minimum of THIRTY-FIVE PER CENT (35%) improvement in regulated emissions over the target emissions rate as defined in the 2013 Building Regulations

#### **Carbon Off-Setting Contribution**

means the sum calculated in accordance with paragraph 3 of the Fifth Schedule

#### **CoMoUK**

means the national organisation promoting responsible car use and which operates an accreditation scheme for Car Clubs or any other accredited scheme that comes into force

#### **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 from the Application Land, temporary landscaping, ground investigation, site survey works, construction of boundary fencing or hauling, decontamination, ecological surveys, soil investigation, remedial work in respect of contamination or other adverse ground conditions, diversion and layering of services, erection or temporary display of notices or advertisements 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

**Construction ESP**

means the employment and skills plan to be approved by the Council which incorporates the provisions of paragraph 1 of the Third Schedule

**Construction ESP Contribution**

means the sum of FOURTEEN THOUSAND EIGHT HUNDRED AND FIFTY FIVE POUNDS (£14,855) to be paid to the Council and applied by its Partner Organisation towards the Construction Employment and Skills Measures and Provisions in accordance with the Third Schedule if no Construction ESP is forthcoming

**Construction Employment and Skills Measures and Provisions**

means a range of employment skills and training measures to be developed by the Council and the Council's Partner Organisation to mitigate the impacts of the Development by ensuring that Local Labour have better access to employment opportunities available at the construction stage of the Development which in relation to the Construction ESP comprise those set out in the Third Schedule

**Construction ESP Monitoring Fees**

means the sum to be used by the Council to monitor the Approved Construction ESP to be calculated on the basis of TWENTY FIVE pounds (£25) per Training Output and to be agreed with the Council's Skills for Business Coordinator

**Contributions**

mean the Construction ESP Contribution, the Traffic Regulation Order Contribution, the Carbon Off-setting Contribution, Open Space Contribution, Default Affordable Housing Contribution, and Interim Carbon Off-setting Contribution (as defined in paragraph 1.3 of the Fifth Schedule) (excluding the Council's legal fees and the Monitoring Fee) that is payable by the Owner to the Council in accordance with this Agreement

**Council's Area**

means the administrative area of the Council

**Default Affordable Housing Contribution**

means a sum that is calculated in accordance with Part 2 of the Second Schedule as a contribution towards the provision of off-site Affordable Housing in the Borough of Reading where the Affordable Housing Units cannot be provided under Part 1 of the Second Schedule

**Development**

means the redevelopment of 97a-117 Caversham Road, and associated land to the rear, to provide 60 dwellings, including affordable housing, together with associated access, parking and landscaping pursuant to the Planning Permission

**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;

**Employment and Skills Measures**

means a reasonable range of employment skills and training measures to be developed by the Council and the Partner Organisation to mitigate the impacts of the Development by ensuring that Local Labour have better access to employment opportunities available at the construction and end user stages of the Development in accordance with the Employment Skills and Training SPD;

**Employment Skills and Training SPD**

means the Employment Skills and Training Supplementary Planning Document as adopted by the Council on 15 April 2013 appended at Appendix 4 of this Agreement;

**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;

**Gross Development Valuations**

means two independent RICS valuations of the Gross Development Value of the Development

**Gross Development Value**

means (a) the actual long leasehold or freehold capital receipt and independently confirmed estimated capital receipt of the disposal of a Residential Unit together with (b) all other actual sale proceeds capital payments and receipts paid to or received by the Owner or by others on their behalf after the date of this Agreement in respect of any disposal and (c) in respect of any Residential Unit which has not been disposed of, 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:

- (a) in respect of the disposal of a Residential Unit by way of a part exchange or by way of a swap the full value of the dwelling acquired without deduction for the property taken in part exchange; and
  - (b) in respect of the disposal of a Residential Unit by way of a shared equity scheme the full amount of the premium payable under the lease together with the up to date market value of any residual interest of the Owner in such Residential Unit; and
  - (c) in respect of a Residential Unit subject to a short residential lease all rents received up to the disposal of any Residential Unit; and
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- (d) all rents licence fees and other sums received by the Owner from any licensee or occupier or any proposed licensee or occupier; and
  - (e) any non-repayable sums secured from or through third parties in relation to the Development including government relief grants incentives or tax opportunities; and

- (f) the value of any overage or other performance related payment attributable to any disposal; and
- (g) 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 the Owner's behalf for whatsoever purpose in respect of the Development; and
- (h) the actual or independently estimated capitalised rental value of any ground rent on a long leasehold disposal

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

### **Highway Agreement**

means an agreement entered into to deliver the Highways Works pursuant to all powers enabling and in particular pursuant to any one or more of sections 38, 72, 142, 184 and 278 of the 1980 Act to provide for and regulate the carrying out of the Development and the agreement shall include but not be limited to:

- a. the securing of a bond (or provision of alternative security) to ensure that third party funds are available to complete the Highway Works to the reasonable satisfaction of the Council;
  - b. the payment of the Council's reasonable and proper works inspection fees, maintenance fees, special orders fees, supervision fees and any other such fees as the Council shall reasonably require to the extent the same relate to the Highway Works;
  - c. the payment of any commuted sums reasonably required in respect of the cost to the Council of maintaining the Highway Works;
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- d. payment of the Council's reasonable and proper legal and other fees associated with the drafting negotiating and completion of the Highway Agreement;
  - e. the preparation and advance approval of works drawings and traffic management measures in respect of the Highway Works;
  - f. the certification and maintenance of the Highway Works;
  - g. the regulating of the issue of the appropriate works and access licence to enable

the Highway Works to be carried out by or on behalf of the Owner;

- h. the securing of a bond (or provision of alternative security including for the avoidance of doubt an indemnity) relating to claims under the Land Compensation Act 1973 and Noise Insulation Regulations 1975 (as amended by the Noise Insulation (Amendment) Regulations 1988 (S11988/2000)) in respect of the Highway Works and any other indemnity and bonds for liability issues related to the Highway Works as the Council shall reasonably require;
- i. clauses dealing with (if relevant) dedication as highway of any land the subject of the Highway Works which is not already highway and the adoption of the highway by the Council; and
- j. the standards, procedures and timings for carrying out the Highway Works;

**Highways Drawing**

means the highways drawing appended at Appendix 3

**Highways Works**

means the following works and provisions:

- (a) Altered access onto Caversham Road
- (b) Adoption of the road and footways for a distance of 25m
- (c) Closure of the secondary vehicular access onto Caversham Road

and which shall include any necessary alterations to and necessary reinstatements of the existing highways and statutory undertakers equipment and the provision of or alteration to street lighting road signs drainage structures traffic signals and related accommodation in accordance with the Highways Drawing

**Homes England**

means Homes England (including any successor organisation)

**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 shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the Due Date or the date of payment (if earlier)

**Implement**

means the works pursuant to the Planning Permission consisting of carrying out of a material operation as defined in Section 56(4) of the 1990 Act and Implementation shall be interpreted accordingly

**Local Area**

means the Council's administrative area

**Local Labour**

means workers living within the Local Area or within a radius of 16 kilometres from the boundary of the Local Area

**Market Rent**

means the rent based on a residential lettings estimate for a property of the appropriate size and condition in the Borough of Reading to that of the Affordable Housing Units and calculated in accordance with the principles for valuation set out in the Royal Institution of Chartered Surveyors recognised method (the Red Book)

**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;

**Notice of Intention to Dispose**

means a notice given in accordance with Part 1 Paragraph 3 of the Second Schedule to the Council prior to seeking to dispose of any of the Affordable Housing Units

**Occupation**

means (as the context permits) beneficial occupation for the purposes permitted by the Planning Permission of any part of the Development for residential purposes PROVIDED THAT, for the avoidance of any doubt, occupation for the purposes of construction, fitting out and/or marketing shall not constitute Occupation (and Occupy, Occupied and Occupier shall be construed accordingly);

**Open Market Value**

means the estimated amount for which under the terms of this Agreement the freehold or leasehold estate in a Private Housing Unit should exchange (unconditionally for cash consideration) by private treaty on the date of valuation between a willing buyer and a willing seller in an arm's length transaction (after proper marketing) in which the parties had each acted knowledgeably prudently without compulsion;

**Open Market Units**

means the Residential Units excluding the Affordable Housing Units and the expression "Open Market Unit" shall be construed accordingly

**Open Space Contribution**

means the sum of ONE HUNDRED AND TWENTY SIX THOUSAND POUNDS (£126,000) to be paid by the Owner to the Council towards the improvement and extension of open space facilities in the vicinity of the Development

**Partner Organisation**

means the economic development company Reading UK CIC (Co. Registration No. 5671172) trading as Reading's Economy & Destination Agency (REDA) mandated by

the Council and the Reading 2021 Local Strategic Partnership to lead on economic development (Memorandum of Understanding dated 5 February 2008) whose registered office is at Thames Tower, Station Road, Reading, Berkshire, England, RG1 1LX or any successor or similar organisation or organisations having similar objectives to Reading UK CIC and nominated by the Council in writing to the Owner (or nominated in writing by the Owner to the Council and approved in writing by the Council) from time to time as the partner organisation for the purposes of an Approved Construction ESP;

**Plan**

means the plan of the Application Land annexed at Appendix 1

**Planning Permission**

means the full planning permission for the Development to be granted pursuant to the Application substantially in the form of the draft decision notice at the Eighth Schedule to this Agreement

**Practical Completion**

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

**Private Housing Unit**

means a housing unit that is not an Affordable Housing Unit

**Protected Tenant**

means any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force in respect of a particular individual Affordable Housing Unit
- (b) has exercised any statutory right to buy in respect of a particular individual Affordable Housing Unit

**Reading Affordable Rent**

means rent that is no more than seventy percent (70%) of the local Market Rent (including Service Charges)

*(c) has acquired one hundred percent (100%) equity in respect of a Shared Ownership unit by way of staircasing*

**Reading Affordable Rented Units**

means the THIRTEEN (13) Affordable Housing Units to be let to an Eligible Person at Reading Affordable Rent comprising:

- (a) Five (5) x 1 (one) bedroom units;
- (b) Three (3) x 2 (two) bedroom units;
- (c) Three (3) x 3 (three) bedroom units;
- (d) Two (2) x 4 (four) bedroom house;

**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;

**Residential Unit**

means any residential dwelling in the Development

**Retained Land**

means the land shaded brown and marked as "10cm strip of land to be retained" on the Plan appended at Appendix 2

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**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 including for the avoidance of doubt the Affordable Housing Units

**Service Charge**

means the service charges levied by the Owner and/or any management company for the provision of Services to the Development (including any part of them) or the maintenance, repair and/or management of each of them (or any part of them) (excluding for the avoidance of doubt rates, council tax, water rates or the cost of supply of such services);

**Service Media**

means media for the supply to or provision to the Application Land of any foul and surface water sewers, water, gas mains electricity, telephone or any other cables, sewers, drains, conduits, wires, gutters, downpipes, watercourses or pipes serving or intended to serve the Application Land including for the avoidance of doubt the Affordable Housing Units;

**Shared Ownership Units**

means the Five (5) Affordable Housing Units to be made available to Eligible Persons on Shared Ownership Terms and comprising:

- (a) 2 x 1 bedroom units;
- (b) 1 x 2 bedroom units; and
- (c) 2 x 3 bedroom units

**Shared Ownership Terms**

means in respect of the Shared Ownership Units, Affordable Housing Units that are made available to Eligible Persons who may initially buy a percentage of not more than seventy-five percent (75%) of the equity in that Shared Ownership Unit and rent the remaining percentage from a Housing Association or Registered Provider (at an initial annual rent of no more than three percent (3%) of the unsold equity) and who may also (for the avoidance of doubt) staircase to ~~one hundred percent (100%)~~ <sup>one hundred</sup> <sup>100%</sup> ownership

**Standard Assessment Procedure Review**

means a review using the Government's Standard Assessment Procedure for energy rating of dwellings in accordance with the Council's Sustainable Design & Construction SPD

## **Standards**

means the core standards in relation to the internal environment, sustainability and external environment of the Affordable Housing Units as set out in the document entitled 'Nationally Described Space Standards' March 2015 as published by the Department for Communities and Local Government, or such other design standards that are published by Homes England and in force at the time when the Development is Commenced; PROVIDED THAT in the event of any conflict between the Standards and the plans approved pursuant to the Planning Permission (the "Approved Plans") the Approved Plans will take precedence;

## **Training Output**

means in respect of a Construction ESP, the relevant outputs for that Construction ESP as listed in Appendix 4 to the Employment Skills and Training SPD;

## **Traffic Regulation Order Contribution**

means the sum of FIVE THOUSAND POUNDS (£5000.00) as a contribution towards the Council preparing, advertising and thereafter implementing a traffic regulation order

## **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 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.

- 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 278 of the 1980 Act;
  - (d) section 38 of the 1980 Act;
  - (e) section 111 of the Local Government Act 1972; and
  - (f) 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), 10 (statutory undertakers) 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:

- (a) the grant of the Planning Permission; and
- (b) the Commencement of the Development,

save for this clause, Clauses 7 (fees), 8 (lapse), 9 (future development), 10 (statutory undertakers), and 11 (release) 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 Sixth 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;
- (b) not to encumber nor deal with the Application Land (or any part of it) in any manner pursuant to which the Owner may be prevented from carrying out its covenants and obligations contained in this Agreement; and
- (c) not Occupy or permit Occupation of the Development until it has executed and delivered to the Council a completed Highway Agreement to the Council and Practically Complete the Highway Works in accordance with the Highway Agreement PROVIDED THAT in any event the Development shall not be

Occupied unless and until the Highway Works have been Practically Completed.

**6 Council's Obligations**

The Council covenants with the Owner to observe and perform the obligations on its part contained in the First to Sixth Schedules to this Agreement and all obligations in the Seventh 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 £6,500.00 (SIX THOUSAND FIVE HUNDRED 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 that statutory undertaking.

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**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 (save any part in Occupation) 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 Deed.

16 **Indexation**

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

17 **Interest on unpaid monies**

~~17.1~~ 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~~ 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/ 021934/ 221324 or other reference quoted by the Council in the relevant S106 Demand Notice issued in respect of the obligation

No 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 Due Date.

19 **Notice**

- (a) 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 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.

- (b) 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 Each party will be entitled to make a counter written submission on the other party's original submission within a further 10 (ten) Working Days.
- 21.6 The Expert shall act as an expert and not as an arbitrator.
- 21.7 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.
- 21.8 The decision of the Expert shall be final and binding on the parties save in the case of manifest and material error or fraud.
- 21.9 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 (30) Working Days from the date of his appointment to act.
- 21.10 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 Retained Land**

The Owner covenants with the Council that it shall not Implement the Planning Permission on any part of the Retained Land.

## **23 Third Party Rights**

- 23.1 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.

- 23.2 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.
- 

## **24 Local Land Charge**

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

## **25 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**

### **(Traffic Regulation Order Contribution)**

- (a) To pay the Traffic Regulation Order Contribution prior to Commencement of any part of the Development.
- (b) Not to Commence any part of the Development until the Traffic Regulation Order Contribution has been paid to the Council in full including any interest due under the terms of this Agreement.

## **SECOND SCHEDULE**

(The Affordable Housing Obligations)

### **Part 1**

The Owner covenants and agrees with the Council as follows:

**1. Provision of Affordable Housing Units**

Subject to Paragraph 4 of this Second Schedule the Owner shall at its own cost and expense provide the eighteen (18) Affordable Housing Units within the Development in accordance with the Standards and the Affordable Housing Mix

**2. Sale Agreement**

Subject to Paragraph 3 of this Second Schedule no more than 50% of the Open Market Units shall be Occupied until the Owner has transferred the Affordable Housing Units in accordance with Paragraph 6 of this Second Schedule to a Housing Association or Registered Provider and the Council has been given notice thereof in accordance with this Agreement

**3. Direction to Transfer**

- (a) In the event that the Affordable Housing Units have not been transferred to a Housing Association or Registered Provider in accordance with Paragraph 2 of this Second Schedule by a date three (3) months prior to the anticipated date of Practical Completion of 75% Open Market Units the Owner shall give the Council formal written notice prior to seeking to dispose of any of the Affordable Housing Units ("**Notice of Intention to Dispose**") in accordance with this Agreement
- (b) On receipt of the Notice of Intention to Dispose referred to in Paragraph 3 (a) of this Second Schedule the Council is hereby given the option to direct that the Affordable Housing Units be offered at no less than the Affordable Housing Price and on reasonable terms including but not limited to the conditions specified in Paragraph 6 of this Second Schedule (at the direction of the Council) to either (a) a named Housing Association or Registered Provider or (b) the Council as the Local Housing Authority **PROVIDED THAT** such option shall be exercised by the Council within three months commencing on the date the Council receives the Notice of Intention Dispose or is deemed to have received it from the Owner stating the Affordable Housing Units have not been

disposed of to a Housing Association or Registered Provider.

**4. Default Affordable Housing Contribution**

Following service of the Notice of Intention to Dispose

- (a) Where the Council does not exercise the option in Paragraph 3(b) of this Second Schedule or
- (b) where it does but the Affordable Housing Units are not transferred to the named Housing Association or Registered Provider in accordance with the provisions of Paragraph 3(b) of this Second Schedule or to the Council for any reason by the expiry of three months from the date that the Council exercised its option

the Owner shall comply with the Default Affordable Housing Contribution procedures set out below in Part 2 of this Second Schedule

**5. Use**

Subject to the provisions of Paragraph 4, 7 and 9 of Part 1 of this Second Schedule and paragraph 6 of Part 2 of this Second Schedule the Affordable Housing Units will not be used except for the provision of Affordable Housing in accordance with the Affordable Housing Mix the Planning Permission and the obligations stipulations and other matters set out in this Agreement

**6. Conditions**

The Affordable Housing Units will not be disposed of except by way of a transfer of the freehold interest or the grant of a lease of not less than nine hundred and ninety (990) years with vacant possession free from mortgages and legal charges together with full and free rights of Access Service Media and Services

**7. Mortgagee of Housing Association or Registered Provider**

The obligations in this Second Schedule shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver)) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver **PROVIDED THAT:** (a) such mortgagee or chargee or Receiver shall first give written notice to the

Council of its intention to dispose of the Affordable Housing Units and (b) shall have used Reasonable Endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Housing Association or Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses and (c) if such disposal has not completed within the three month period the mortgagee chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing obligations in this Agreement which provisions shall determine absolutely

**8. Disposal by Housing Association or Registered Provider**

The liability of a Housing Association or Registered Provider under this Second Schedule shall cease (subject to and without prejudice to the Council's rights in relation to any antecedent breach of the obligations contained in this Second Schedule) after a Housing Association or Registered Provider shall have parted either (a) (in the case of a disposal of all the Affordable Housing Units) with all interest in the Affordable Housing Units or (b) (in the case of a disposal of an Affordable Housing Unit) with all its interest in the Affordable Housing Unit

**9. Disposal by Protected Tenant**

The covenants in this Second Schedule shall not apply to a Protected Tenant in relation to any Affordable Housing Unit or any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant or any successor in title to a Protected Tenant and their respective mortgagees and chargees

**10. Affordable Housing Price**

In the event that the Council exercises its option under Paragraph 3(b) of this Second Schedule and the Council and the Owner are not able to reach an agreement as to the Affordable Housing Price it is agreed that in the event of a difference arising touching or concerning the Affordable Housing Price such dispute or difference shall be referred to an independent Valuation Member of the Royal Institute of Chartered Surveyors to be appointed jointly by the parties or (in default of agreement) appointed at the request of the parties by the President of the Royal Institute of Chartered Surveyors and the person who is so appointed shall act as an expert and not as an arbitrator and his decision shall be final and binding on the parties to the dispute or difference (save in the case of manifest error and/or fraud) and his costs shall be

borne equally by the parties to the dispute and also shall give the parties an opportunity to submit to him representations and cross representations with such supporting evidence as the party submitting the representations shall consider necessary and the expert shall make his decision within the range of any representations made by the parties and deliver his decision in writing while complying with any time limits or other directions agreed by the parties on or before his appointment and in any event shall use all reasonable endeavours to communicate his decision to the parties within twenty (20) Working Days of his appointment

**(Part 2)**

("the Default Affordable Housing Contribution")

The Owner covenants with the Council in relation to the calculation and payment of the Default Affordable Housing Contribution as follows:

1. Where Paragraph 4 of the Second Schedule applies the Owner will provide to the Council the Gross Development Valuations together with such information as the Council may reasonably require so as to obtain the Gross Development Value of the Development as a whole
2. The calculation of the Default Affordable Housing Contribution will be produced by the Owner under which there shall be full and frank disclosure of all relevant information
3. The Default Affordable Housing Contribution shall be calculated in accordance with the following formula:-

$$\underline{A \times B \text{ divided by } 2} = C$$

where

*A = Gross Development Value of Development (GDV)*

*B = 30%*

*C = Default Affordable Housing Contribution (as increased by the indexation provision of clause 16)*

*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*

4. The Owner shall pay to the Council the Default Affordable Housing Contribution within fifteen (15) Working Days of it being agreed by the Council in writing or determined by an expert under Clause 21 hereof
5. Not to Occupy or permit the first Occupation of the last seven (7) Open Market Units until the said Default Affordable Housing Contribution has been paid to the Council in full including any interest due thereon
6. On payment of the Default Affordable Housing Contribution the Owner shall be free to dispose of the Affordable Housing Units on the open market free of the obligations in Part 1 of this Second Schedule

### **THIRD SCHEDULE**

(The Construction Employment and Skills Obligations)

#### **1. Construction Employment and Skills Measures and Provisions**

The Construction ESP shall:

- (a) Identify and promote in collaboration with the Partner Organisation (or any other organisation as the Council may nominate) employment opportunities generated in relation to the construction of the Development;
- (b) Target Local Labour (although not to the exclusion of people from outside the Borough of Reading) in relation to the construction of the Development;
- (c) Set the means of and timetable for implementing and/or seeking to achieve the identified objectives of the Approved Construction ESP;
- (d) Set out when the payment of the Construction ESP Monitoring Fees are to be paid; and
- (e) Provide for the reporting mechanisms (with reports to be not less than six (6) monthly) on progress in implementing and/or achieving the objectives of the Approved Construction ESP.

#### **2. Construction ESP Obligations**

The Owner covenants and agrees with the Council as follows:

- (a) Unless the Owner gives written notice to the Council that they wish to pay the Construction ESP Contribution in lieu of their obligation to prepare the Construction ESP the Owner shall not Commence the Development until the provisions of Paragraphs (c) and (d) below have been complied with.
- (b) If the Owner give written notice to the Council that they wish to pay the Construction ESP Contribution as described in Paragraph (a) above then: -
  - (i) they shall pay the Construction ESP Contribution to the Council at least twenty (20) Working Days prior to the Commencement of the Development and the Owner shall not Commence the Development until the Construction ESP Contribution has been paid in full including any interest due under the terms of this Agreement; and

- (ii) on payment of the Construction ESP Contribution in accordance with Paragraph (b)(i) above the provisions of Paragraphs (c)-(g) below shall cease to have effect
- (c) If the Owner wishes to prepare and implement the Construction ESP and do not give notice as described in Paragraph (b) above then at least twenty (20) Working Days prior to Commencement of the Development the Owner shall submit the Construction ESP to the Council for Approval (and if necessary re-submit until Approved)
- (d) The Owner shall not Commence the Development until the Construction ESP submitted by the Owner has been Approved pursuant to Paragraph (c) of this Third Schedule
- (e) In the event that the Construction ESP submitted by the Owner is Approved by the Council under Paragraph (c) of this Third Schedule and the Development is Commenced the Owner shall implement observe monitor and comply with the Approved Construction ESP to the reasonable satisfaction of the Council until Practical Completion of the Development
- (f) In carrying out its obligations under Paragraphs (c)–(e) of this Third Schedule the Owner shall co-operate with the Council and its Partner Organisation in the preparation and compliance by the Owner of the Construction ESP
- (g) Where the objectives of the Approved Construction ESP fall below the specified targets the Council reserves the right to before the Practical Completion of the Development:
  - (i) Notify the Owner of its concerns with regards to any under performance of the Approved Construction ESP and request the Owner makes good any under performance in order to comply with the Approved Construction ESP during the construction of the Development AND the Owner shall have twenty eight (28) Working Days in which to comply with the Approved Construction ESP
  - (ii) If after the twenty eight (28) Working Days in accordance with the paragraph above have elapsed and the Owner has failed to ensure the construction of the Development in accordance with the Approved Construction ESP then the Council may request the payment of the Construction ESP Contribution and the Owner shall pay the Construction

ESP Contribution to the Council no later than fourteen (14) Working Days from such request.

## **FOURTH SCHEDULE**

### **Open Space Contribution**

- 1.** To pay the Open Space Contribution prior to first Occupation of the Development.
- 2.** Not to Occupy or permit the first Occupation of the Development until the Open Space Contribution has been paid in full to the Council.

## **FIFTH SCHEDULE**

### **(Carbon Off-Setting)**

- 1. The Owner covenants with the Council as follows:**
  - 1.1 following Practical Completion of each Residential Unit to carry out a Standard Assessment Procedure Review, which shall be paid for by the Owner and carried out by an independent assessor accredited to carry out Standard Assessment Procedure Reviews;
  - 1.2 following Practical Completion of the final Residential Unit to submit to the Council for approval all of the Standard Assessment Procedure Reviews carried out under in accordance with paragraph 1.1 of this Fifth Schedule together with a schedule of air permeability tests for each Residential Unit to demonstrate that each Residential Units achieve a minimum of thirty-five per cent (35%) improvement in regulated emissions over the target emission rate in the 2013 Building Regulations (the "As-Built Assessment");
  - 1.3 prior to Practical Completion of the first Residential Unit to pay to the Council FORTY-EIGHT THOUSAND, FOUR HUNDRED AND NINETEEN POUNDS (£48,419.00) being a payment on account of the Carbon Off-Setting Contribution payable in accordance with paragraph 1.4 of this Fifth Schedule (the "Interim Carbon Off-setting Contribution"); and
  - 1.4 to pay the Carbon Off-Setting Contribution less the Interim Carbon Off-Setting Contribution (as Index Linked) paid in accordance with paragraph 1.3 of this Fifth Schedule to the Council within twenty (20) Working Days of being notified by the Council in writing of its approval of the As-Built Assessment.
2. In the event the Interim Carbon Off-setting Contribution (as Index Linked) is greater than or equivalent to the Carbon Off-setting Contribution the Carbon Off-setting Contribution shall not be payable under paragraph 1.4 and the Council shall repay to the Owner the amount by which the Interim Carbon Off-setting Contribution (as Index Linked) exceeds the Carbon Off-setting Contribution within twenty (20) Working Days of notifying the Owner of its approval of the As-Built Assessment.

3. The following calculation shall be used to determine the Carbon Off-Setting Contribution:

$$(Target\ Emission\ Rate - (35\% CO_2/m^2/yr) = (65\%CO_2/m^2/yr)$$

|                                              |                                                             |                                                                                                                                |
|----------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| As detailed in the 2013 Building Regulations | Required on-site improvement over 2013 Building Regulations | any residual regulated carbon emissions following on site reduction measures will be offset through a Section 106 contribution |
|----------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|

$$(65\%CO_2/m^2/yr) \times Total\ Square\ Metres = Annual\ Excess\ CO_2\ emissions\ annually$$

$$Annual\ Excess\ CO_2\ emissions\ annually \times \pounds 1,800 = Carbon\ Off - Setting\ Contribution$$

## **SIXTH SCHEDULE**

### **(Car Club)**

- 1 The Owner covenants with the Council:
    - 1.2 prior to the Occupation of the first Residential Unit to submit and obtain the written approval of the Council of the Car Club Strategy;
    - 1.3 upon and from Occupation of no more than twenty (20) Residential Units to implement the approved Car Club Strategy and provide the Car Club Space for a minimum period of five (5) years from first establishment of the Car Club in such location and timescales approved therein and offer the Car Club Spaces for use by the Car Club in accordance with the approved Car Club Strategy;
    - 1.4 to maintain at its own expense the Car Club Space and to make the Car Club Space available and ready for use for a minimum of five (5) years from first establishment of the Car Club during which time the Car Club Space shall be used for no other purpose and be marked "Car Club Use Only";
    - 1.5 publicise the Car Club to residents of the Development annually for the minimum period of five (5) years from first establishment of the Car Club; and
    - 1.6 provide details of how to join the Car Club within its marketing materials for the Development to potential residents for the duration of the Car Club.
-

## SEVENTH 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. Following receipt of a written request from the person who paid the relevant Contribution (or its nominee), to re-pay to that person (or its nominee) such Contribution (or part of that Contribution) which has not upon the expiration of ten (10) years from the date of payment been expended, committed, allocated and/or contracted to be expended together with interest on any balance then remaining unspent of the relevant Contribution (or part of that Contribution) at the rate of ~~4%~~ 1%  above per annum above the base rate of the Bank of England for the time being in force such payment to be made within twenty-eight (28) days of receipt by the Council of the written request PROVIDED THAT:
  - i) any such written request for repayment must be made within one (1) year of the expiration of the ten (10) year period from the date of payment; and
  - ii) the Council shall not be required to return any part of the Contribution if it does not receive such a request within one (1) year of expiration of the ten (10) year period.

## **EIGHTH SCHEDULE**

(Draft Decision Notice)



**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: Savills  
Ground Floor, Hawker House  
5-6 Napier Court  
Napier Road  
Reading  
RG1 8BW

Application No: 221324  
Application type: Full Planning Approval

**Applicant:** Bellway Homes Limited (Thames Valley)

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:** Redevelopment of 97a-117 Caversham Road, and associated land to the rear, to provide 60 dwellings, including affordable housing, together with associated access, parking and landscaping.

**At:** 97a-117 Caversham Road Reading RG1 8AN

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:** 97a-117 Caversham Road Reading RG1 8AN

**Application No:** 221324

**Application type:** Full Planning Approval

**CONDITIONS & REASONS**

1. The development hereby permitted shall begin no later than three years from the date of this planning permission.

REASON: In pursuance of Section 91 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004) in order to prevent an accumulation of unimplemented planning permissions.

2. The development hereby permitted shall ONLY be carried out in accordance with the following approved plans:

Drawing No: CR-RMA-ZZ-00-DR-A-0001\_P0 received on 03/10/2022, CR-RMA- ZZ-00-DR-A-0002\_P2, CR-RMA-ZZ-ZZ-DR-A-0200\_P2, CR-RMA-ZZ-ZZ-DR-A- 0201\_P3, CR-RMA-ZZ-ZZ-DR-A-0202\_P3, CR-RMA-ZZ-ZZ-DR-A-0203\_P3, 7906.LSP.ASP3.D, 7906.LP.40C, ITB17593-GA-003D, ITB17593-GA-004E received on 08/12/2022, CR-RMA-ZZ-00-DR-A-0100\_P11, CR-RMA-ZZ-01-DR- A-0101\_P9, CR-RMA-ZZ-02-DR-A-0102\_P9, CR-RMA-ZZ-03-DR-A-0103\_P8, CR- RMA-ZZ-RF-DR-A-0104\_P6, ITB17593-GA-001F, ITB17593-GA-002H, ITB17593- GA-006A, 5895-CLK-XX-XX-DRC-0500 P06 received 17/01/2023

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 development shall commence beyond foundation level until a schedule of the materials to be used in the construction of the external surfaces of the development hereby permitted have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out and thereafter maintained in accordance with the details approved unless otherwise agreed in writing by the Local Planning Authority.

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 in accordance with Policy CC7 of the Reading Borough Local Plan 2019

4. Prior to commencement of development, a Phasing Plan for the development hereby approved, including confirmation of parking spaces associated with that phase, shall be submitted to and approved in writing by the Local Planning Authority.

No dwelling within an approved phase of development shall be occupied until all vehicle parking spaces within that phase have been provided in accordance with the plans hereby approved. The space(s) shall be kept available for parking at all times thereafter.

Date:

Assistant Director of Planning, Transport and  
Public Protection Services



REASON: To ensure that the development is provided with adequate parking facilities to meet the needs of future occupiers and reduce the likelihood of roadside parking which could be a danger to other road users in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

5. No dwelling shall be occupied until details of an electric vehicle (EV) charging Scheme comprising a layout plan and detailed specification for a minimum of ten percent of all vehicle parking spaces within the development to be provided with electric vehicle charging points, and a further ten percent of spaces provided with cabling and other supporting infrastructure reasonably required to enable EV charging points to be fitted, has been submitted to and approved in writing by the Local Planning Authority.

No dwelling shall be occupied until the Scheme for that dwelling has been fully provided in accordance with the approved details. The spaces shall be maintained for vehicle charging in accordance with the approved Scheme at all times thereafter.

REASON: In the interests of environmentally sustainable transport in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

6. No dwelling/building hereby permitted shall be occupied until the vehicle access serving it has been constructed in accordance with the plans hereby approved.

REASON: In the interests of road safety in accordance with Policy TR1 and TR3 of the Reading Local Plan 2019.

7. No dwelling/building hereby permitted shall be occupied until the existing southern access to the site is stopped up and abandoned. The footway and verge shall be reinstated to the satisfaction of the Local Planning Authority.

REASON: In the interests of road safety and maintenance of the highway in accordance with Policy TR1 and TR3 of the Reading Local Plan 2019.

8. No development shall commence on site until a plan showing how the cycle parking spaces proposed can satisfactorily be provided on site is submitted to and been approved in writing by the Local Planning Authority. The cycle parking spaces shall be provided in full accordance with the approved details prior to first occupation and thereafter kept free of obstruction and retained in accordance with the approved details and shall remain available for the parking of vehicles at all times.

REASON: These details are required due to insufficient information being contained within this submission and in order to encourage travel by sustainable alternatives to private vehicle in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

9. Prior to first occupation of the development hereby approved, the refuse and recycling storage facilities shall be implemented fully in accordance with those details shown on the approved plans 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 Policy CC7 of the Reading Local Plan 2019.

10. 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 Policy TR3 and TR5 of the Reading Local Plan 2019.

11. 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 Policy TR3 and TR5 of the Reading Local Plan 2019.

12. Prior to first occupation of the development hereby approved, a Car Parking Management Plan (CPMP) shall be submitted to and approved in writing by the Local Planning Authority. The plan shall include full details of the allocation of the car parking spaces and details of the enforcement procedure to ensure access and turning areas for service and delivery vehicles are maintained within the development. Thereafter the approved CPMP shall be implemented in full and for the lifetime of the development.

REASON: In the interest of the safety and convenience of all highway users in accordance with TR5 of the Reading Local Plan 2019.

13. 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

Date:

Assistant Director of Planning, Transport and  
Public Protection Services



in writing by the Local Planning Authority. The Statement shall provide for WHERE REQUIRED: [DELETE WHERE INAPPROPRIATE]

- 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; [EP REQUIREMENT]
  - i) Provisions to be made for the control of noise coming from the site during demolition and construction; [EP REQUIREMENT]
  - j) Full details of pest control measures following any demolition required. Where necessary, capping of drains/sewers and baiting arrangements. [EP REQUIREMENT]
- The measures within the approved Statement shall be adhered to throughout the demolition and construction period unless otherwise agreed in writing by the Local Planning Authority.

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 Policy CC8 and TR3 of the Reading Borough Local Plan 2019.

14. The glazing, ventilation and any other mitigation specified shall be installed in accordance with the specifications recommended within the Noise Assessment submitted with the application [Cass Allen, 22nd Aug 22, RP01-22227-R1].

REASON: In order to protect the amenity of future occupants of the proposed development in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

15. 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

Date:

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(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 Policy CC8 and EN17 of the Reading Borough Local Plan 2019.

16. No building or use hereby permitted shall be occupied or the use commenced until the mechanical ventilation systems have been installed in accordance with the approved plans and specifications and thereafter the ventilation systems shall be permanently retained and maintained in accordance with the approved specifications.

REASON: To safeguard the amenity of nearby premises and the area and to ensure that the location of the ventilation inlets are appropriately located in accordance with Policy CC8 and EN16 of the Reading Borough Local Plan 2019.

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

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

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

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

19. No development shall commence on site including demolition and any preparatory works until a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment has been submitted to and been approved in writing by the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, an appraisal of remedial options, and proposal of the preferred option(s), and a timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

REASON: These details are required due to insufficient information being contained within this submission and to ensure the development is suitable for its end use and

Date:

Assistant Director of Planning, Transport and  
Public Protection Services

the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy EN16 of the Reading local Plan 2019.

20. The approved remediation scheme under Condition INSERT shall be implemented in accordance with the approved timetable of works. A validation report (that demonstrates the effectiveness of the remediation carried out) shall be submitted to and approved by the Local Planning Authority before construction above foundation level.

REASON: To ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy EN16 of the Reading local Plan 2019.

21. In the event that contamination is found at any time when carrying out the approved development not previously identified, development shall be halted on that part of the site the contamination reported in writing to the Local Planning Authority. An assessment of the nature and extent of contamination shall be undertaken and where remediation is necessary a remediation scheme, together with a timetable for its implementation, shall be submitted in writing to the Local Planning Authority for its written approval. The measures in the approved remediation scheme shall be implemented in accordance with the approved timetable. Halted works shall not be recommenced until the measures identified in the approved remediation scheme have been completed and a validation report has been submitted to and been approved in writing by the Local Planning Authority. REASON: To ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy EN16 of the Reading local Plan 2019.

22. Should development not commence prior to August 2024 an updated bat survey is to be undertaken (by an appropriately qualified ecologist, that is a member of IEEM or an equivalent institution with experience of undertaking bat surveys, and the results submitted and approved in writing by the Council. Should bats or evidence of bats be found no development is to commence until any relevant licence(s) have been obtained from the Statutory Nature Conservation Organisation (Natural England) and a copy submitted to and approved in writing by the council. Should bats or evidence of bats be found and the applicant conclude that a licence for development works affecting bats is not required the applicant is to submit a report to the council detailing the reasons for this assessment and this report is to be approved in writing by the council

REASON: To ensure that bats are not adversely impacted upon by the development, in accordance with Reading Local Plan 2019 Policy EN12

23. All buildings, shrubs or similar vegetation where birds may nest which are to be removed or demolished as part of the development, are to be cleared outside the bird-nesting season (March - August inclusive) or if clearance during the bird-nesting season

Date:



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cannot reasonably be avoided, a suitably qualified ecologist will check the areas to be removed immediately prior to clearance and advise whether nesting birds are present. If active nests are recorded, no vegetation clearance or other works that may disturb active nests shall proceed until all young have fledged the nest.

REASON: To ensure that wildlife is not adversely affected by the proposed development, in accordance with Reading Local Plan 2019 Policy EN12

24. All buildings, shrubs or similar vegetation where birds may nest which are to be removed or demolished as part of the development, are to be cleared outside the bird-nesting season (March - August inclusive) or if clearance during the bird-nesting season cannot reasonably be avoided, a suitably qualified ecologist will check the areas to be removed immediately prior to clearance and advise whether nesting birds are present. If active nests are recorded, no vegetation clearance or other works that may disturb active nests shall proceed until all young have fledged the nest.

REASON: To ensure that wildlife is not adversely affected by the proposed development, in accordance with Reading Local Plan 2019 Policy EN12

25. Prior to the occupation of the development, details of biodiversity enhancements, to include integral bird and bat boxes, tiles or bricks on new buildings and native and wildlife friendly landscaping, shall be submitted to and approved in writing by the council. The biodiversity enhancements shall thereafter be installed as approved.

REASON: To incorporate biodiversity in and around developments in accordance with paragraph 180 of the NPPF and in accordance with Reading Local Plan 2019 Policy EN12.

26. No development shall commence on site until a Sustainable Drainage Strategy and associated detailed design, management and maintenance plan of surface water drainage for the site using SuDS methods has been submitted to and approved in writing by the Local Planning Authority. The plan shall include:

- i. a timetable for its implementation, and
- ii. a management and annual maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

REASON: These details are required due to insufficient information being contained within this submission and in order to reduce the risk of flooding onsite or elsewhere in accordance with Policy EN18 of the Reading Borough Local Plan 2019.

27. Prior to first occupation of the development hereby permitted, the sustainable drainage scheme for the site has been completed in accordance with the approved strategy to be submitted pursuant to condition number 26. The sustainable drainage scheme shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan.

Date:

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**REASON:** To reduce the risk of flooding onsite or elsewhere in accordance with Policy EN18 of the Reading Borough Local Plan 2019.

28. No development shall commence on site until a comprehensive scheme of hard and soft landscaping has been submitted to and approved in writing by the Local Planning Authority. These details shall include:

a. Proposed finished ground and floor levels or contours, means of enclosure (including mammal gaps where appropriate), car parking layouts, other vehicle and pedestrian access and circulation areas;

b. Hard surfacing materials and minor artefacts and other ancillary structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting, external services, etc);

c. Soft landscaping details shall include planting plan (to include planting along the west boundary for screening purposes and a green wall or green roof within the development), specification (including cultivation and other operations associated with plant and grass establishment), tree pit specifications, schedules of plants, noting species, planting sizes and proposed numbers/densities where appropriate, and implementation timetable;

d. A maintenance programme detailing all operations to be carried out in order to allow successful establishment of planting;

e. Routes and details of proposed and existing functional services above and below ground including foul and surface water drainage, soakaways and SUDs details, power, communications cables and water and gas supply pipelines, including access points;

The approved hard and soft landscaping scheme shall be carried out in accordance with the approved details prior to the occupation of any part of the development or in accordance with a timetable approved in writing by the Local Planning Authority.

Any trees or plants which, within a period of 5 years from the date of planting, die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, to be agreed in writing by the Local Planning Authority.

**REASON:** These details are required prior to commencement of development because of insufficient information contained within this submission and in the interest of ensuring that the landscaping of the development enhances the visual local environment and in accordance with Policy CC7 of the Reading Borough Local Plan 2019.

29. No development shall commence on site until a scheme demonstrating how the wall on the northern boundary between the rear gardens of numbers 42 and 68 Swansea Road and the site will be retained or replaced shall be submitted and approved by the Local Planning Authority.

**REASON:** These details are required prior to commencement of development because of insufficient information contained within this submission and in the interest of

Date:

Assistant Director of Planning, Transport and  
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ensuring that there would be no harm to neighbour's living conditions as a result of the development, in accordance with Policy CC8 of the Reading Borough Local Plan 2019

30. Prior to first occupation of the development hereby approved, a plan indicating the positions, design, materials and type of boundary treatment to be erected, shall be submitted to an approved in writing by the Local Planning Authority. Where appropriate the boundary treatment shall including the provision of mammal gaps. The boundary treatment shall be implanted in accordance with the approved plan before the development is occupied or otherwise in accordance with a timescale agreed in writing by the Local Planning Authority.

REASON: In order to protect the privacy of adjoining and future occupiers and in the interests of the visual amenities of the locality and local wildlife in accordance with Policy CC7 and EN12 of the Reading Borough Local Plan 2019.

31. The development hereby permitted shall not be occupied until a report detailing the external lighting scheme and how this will not adversely impact upon wildlife has been submitted to and approved in writing by the LPA. The report shall include the following figures and appendices:

- A layout plan with beam orientation
- A schedule of equipment
- Measures to avoid glare
- An isolux contour map showing light spillage to 1 lux.

The approved lighting plan shall thereafter be implemented as agreed.

Reason: To limit the impact of light pollution from artificial light on nature conservation in accordance with para 180 of the NPPF and in accordance with Reading Local Plan 2019 Policy EN12.

32. No development shall commence on site until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that all of the dwellings hereby permitted will achieve a minimum of a 35% 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), a commitment in writing that a S106 contribution will be made to the Local Authority to account for any remaining emissions, and will be built to the higher water efficiency standard under Regulation 36(3). Such evidence shall be in the form of a 'Design Stage' Standard Assessment Procedure (SAP) Assessment, produced by an accredited energy assessor.

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 and H5 of the Reading Borough Local Plan 2019.

Date:



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33. 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 all of the dwellings hereby permitted have achieved a minimum of a 35% 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 a S106 contribution has been made to the Local Authority to account for any remaining emissions. Such evidence shall be in the form of an 'As Built' Standard Assessment Procedure (SAP) assessment, produced by an accredited energy assessor.

REASON: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policy CC2 and H5 of the Reading Borough Local Plan 2019.

### **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 prescribed target or agreed extended timescale for the decision to be issued.

2. In accordance with Article 35 (DMPO 2015) some conditions have been highlighted to make clear that they require approval from the Local Planning Authority before any development begins. This is because the details need to be designed or works implemented before any other works start on the site or are of a nature that it would be impractical to consider after work has started.

3. i) The attention of the applicant is drawn to Section 59 of the Highways Act 1980, which enables the Highway Authority to recover expenses due to damage caused by extraordinary traffic.

ii) Any works affecting the Highway shall be in accordance with Reading Borough's Council's document "Guidance Notes for Activities on the Public Highway within the Borough of Reading". The applicant should note that compliance with this document is mandatory and licences to work on the Highway will only be issued if the requirements contained within it are met. A copy can be obtained from the Council's website.

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

5. Your attention is drawn to the 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

Date:

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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](mailto: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. You are advised that the development lies on a potentially contaminated site. Due to the nature of the historic land use there is the potential of contaminated land being present. The developers must be aware that any ground or enabling works may bring receptors into contact with the aforementioned contaminants. You may wish to satisfy yourself that the details of the construction proposals take the necessary account of the possibility of contaminants from that source.

10. 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.

11. 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  
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## NOTES

### APPEALS TO THE SECRETARY OF STATE

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

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

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

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

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

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

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

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

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

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate ([inquiryappeals@planninginspectorate.gov.uk](mailto: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](mailto: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.

## **APPENDIX 1**

(Plan)



x *Ward*  
*Simon Hunt*

Notes

- Do not scale from this drawing, work to figured dimensions only
- All information is to be checked on site for accuracy and fit
- Report any discrepancies and comments to BMA Architects

CDMA (IS-95) Modem

- Where BMA services on a project do not include for site inspections and walk surveys, BMA do not warrant that as-built floor drawings are a complete and accurate record of what has been constructed
- Unless noted and specifically by the responsible party, changes made on site to BMA design information has not been



GENERAL NOTE

All work to be to current British Standards, NBS Technical Standards, Building Regulations. All products to have a UK specific CE Marking and CE Declaration of Conformity.

Refer to other DAA documents

© 2004 Blackwell Publishing Ltd *Journal of Internal Medicine* 255: 111–118

1000 GA Plants / GA Flat Layout

1-800-Fire Strategy Plans  
2000 C.A. Elevators & Escalators

2400 Line Strategy (levelbacks)

4000 Lbf and 5000 Lbf

5000 1/2 modular;  
5000 full modular;

There will be a connection with other cases. It will be made clear.

### Structural Engineer TBC

• For drawings for structural and civil information

For MIP services & utilities information

**Landscape Architect F&C**  
For general inquiries and landscape information on

## KEY

Groundwork Time

| Pl | 08/09/22 | As-Is/Used for Planning | KD | CT  |
|----|----------|-------------------------|----|-----|
| PO | 05/07/22 | Planning Submission     | NA | CT  |
| Pl | Date     | Description             | By | Chd |

RM A

320C Highgate Studios  
53-59 Highgate Road, London, NW5 1TL  
London NW5, 1TL

Key Words

2

Carters Site, Reading

USA Patent Reference: 3,967

**Bellway Thames Valley**

| Scale       | Date  | By | Checked |
|-------------|-------|----|---------|
| 12.50 kg AU | 09/22 | AD | CT      |

Dr. Ernest T. Jahn

74

SITE LOCATION PLAN - EXISTING:

|                              |                 |
|------------------------------|-----------------|
| Purpose of Issue<br>PLANNING | STATUS          |
| among No                     | Rejection<br>p1 |
| R-RMA-ZZ-00-DR-A-0001        |                 |

## **APPENDIX 2**

### **Retained Land Plan**

RM\_A

REGENERATION  
MASTERPLANNING  
ARCHITECTS

2207

Carters Site, Reading  
Bellway Thames Valley

SITE

LOCATION PLAN

TITLE OWNERSHIP

1:500 @ A3



KEY

Boundary Line

10cm strip of land to be retained by  
Carter & Son (Thatcham) Ltd

*Handwritten signature: Vincent Heuvel*

RM\_A 320C Highgate Studios, London NW5 1TL  
0207 284 1414 RM Architects Limited registered in  
Cardiff Company NO 8403992. The information  
contained herein is confidential and must  
not be used or copied without the written consent  
of RM\_A Architects Ltd



## **APPENDIX 3**

### Highways Drawing

Simon Hall  
JWB



2.4m x 43m VISIBILITY SPLAY  
(TO 1m OFFSET)

2.4m x 34m VISIBILITY SPLAY  
(TO JUNCTION)

CAVERSHAM ROAD

SHURGART

KEY:

- HIGHWAY BOUNDARY
- AREA TO BE OFFERED FOR ADOPTION

SCALE BAR @ 1:500

0 5 10 25 50

REPRODUCED FROM THE ORDNANCE  
SURVEY MAP WITH THE PERMISSION OF THE  
CONTROLLER OF HER MAJESTY'S  
STATIONARY OFFICE. LICENCE No. 100044285  
© CROWN COPYRIGHT RESERVED

DRAWING ISSUED FOR FEASIBILITY CONSIDERATION AND PLANNING  
PURPOSES ONLY. DRAWING NOT TO BE USED FOR CONSTRUCTION.  
I-TRANSPORT LLP ACCEPT NO RESPONSIBILITY FOR ERRORS MADE BY  
OTHERS IN SCALING FROM THIS DRAWING. MEASUREMENTS SHOULD BE  
TAKEN FROM FIGURED DIMENSIONS ONLY. CDM REQUIREMENTS  
CONSIDERED AT FEASIBILITY STAGE ONLY. FURTHER CONSIDERATION  
REQUIRED BY DETAILED DESIGN TEAM.

BELLWAY HOMES

**i-Transport**

The Square, Basing View,  
Basingstoke, Hampshire, RG21 4EB

Tel: 01256 637940

www.i-transport.co.uk

INITIAL SITE ACCESS ARRANGEMENT

PROJECT

CAVERSHAM ROAD, READING

|     |          |    |                               |     |     |
|-----|----------|----|-------------------------------|-----|-----|
| F   | 09/01/23 | JC | SITE LAYOUT UPDATED           | JDW | JDW |
| E   | 03/01/23 | JC | EXTENT OF ADOPTION AMENDED    | JDW | JDW |
| D   | 01/12/22 | MM | SITE LAYOUT UPDATED           | JDW | JDW |
| C   | 04/11/22 | MM | SITE LAYOUT UPDATED           | JDW | JDW |
| B   | 09/09/22 | MM | JMK CONTROLLED CROSSING ADDED | JDW | JDW |
| A   | 08/08/22 | MM | SITE LAYOUT UPDATED           | JDW | JDW |
| REV | DATE     | BY | DESCRIPTION                   | C-K | APD |

|                 |            |          |     |
|-----------------|------------|----------|-----|
| STATUS          |            |          |     |
| FOR INFORMATION |            |          |     |
| DRAWN           | CHECKED    | APPROVED |     |
| SH              | IN         | JDW      |     |
| PROJECT NO:     | SCALE @ AS | DATE     |     |
| ITB17593        | 1:500      | 26.04.22 |     |
| DRAWING No      |            |          | REV |
| ITB17593-GA-001 |            |          | F   |

## **APPENDIX 4**

the Employment Skills and Training Supplementary Planning Document

# Employment, Skills and Training

## SUPPLEMENTARY PLANNING DOCUMENT

**Final Adopted April 15<sup>th</sup> 2013**

Planning Section  
Local Development Framework Team  
Reading Borough Council  
Civic Centre  
Reading RG1 7AE

Email: [ldf@reading.gov.uk](mailto:ldf@reading.gov.uk)



[www.reading.gov.uk](http://www.reading.gov.uk)



**Reading**  
Borough Council  
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# **Reading Borough Local Development Framework**

## **Supplementary Planning Document**

### **EMPLOYMENT, SKILLS & TRAINING**

**Core Strategy Policies: CS3, CS9, CS13**  
**Sites and Detailed Policies Document Policy: DM3**

### **FINAL ADOPTED SPD APRIL 2013**

---

**Head of Planning and Building Control**  
*Reading Borough Council*

*April 15<sup>th</sup> 2013*

## **CONTENTS**

|                                                                                                                   |           |
|-------------------------------------------------------------------------------------------------------------------|-----------|
| <b>1.0 Purpose and Status of the Document</b>                                                                     | <b>3</b>  |
| <b>2.0 Context</b>                                                                                                | <b>4</b>  |
| <b>3.0 Policy Background</b>                                                                                      | <b>4</b>  |
| <b>4.0 Justification</b>                                                                                          | <b>6</b>  |
| <b>5.0 Types of Employment, Skills and Training</b>                                                               | <b>8</b>  |
| <b>6.0 How will contributions be calculated and which developments will pay?</b>                                  | <b>11</b> |
| <b>Appendix 1: Benchmarks to be used in construction employment, skills plans, and definitions of the outputs</b> | <b>13</b> |
| <b>Appendix 2: Definition of the end user training initiatives outputs - commercial developments only</b>         | <b>18</b> |
| <b>Appendix 3: Employment Density</b>                                                                             | <b>19</b> |

## **1.0 Purpose and Status of the Document**

- 1.1 This is adopted by Reading Borough Council as a Supplementary Planning Document (SPD). It is a material consideration in the determination of planning applications.
- 1.2 The purpose of this document is to set out the obligations which will be sought from developers at the construction and end user phases of development to contribute towards a range of employment, skills and training measures to mitigate the impacts of development to ensure that local people can better access job opportunities arising from new development.
- 1.3 The Employment, Skills and Training Supplementary Planning Document (SPD) forms part of the Local Development Framework (LDF). A SPD is a lower-level document that expands upon existing policy within a higher-level Development Plan Document (DPD). In this case, the SPD provides further detail to adopted (2008) Core Strategy Policies *CS9: Infrastructure, Services, Resources and Amenities*, which identifies the requirement for planning obligations “in order to ensure that the development is both sustainable and contributes to the proper planning of an area in accordance with relevant planning policies”; *CS13: Impact of Employment Development*, which requires employment development to provide mitigation measures in line with its impacts on the demand for housing (including affordable housing), labour and skills, and on the transport network; and adopted (2012) Sites and Detailed Policies Document (SDPD) Policy *DM3: Infrastructure*, which sets out priorities for infrastructure planning and includes economic development services and infrastructure including skills development initiatives.
- 1.4 The SPD also contributes towards delivering the aims of adopted Core Strategy Policy *CS3: Social Inclusion and Diversity*, which requires that major developments demonstrate measures to enhance social inclusion in terms of access to a range of services including employment, and that new development does not result in or increase the potential for economic and/or social disparity.
- 1.5 This SPD replaces Section 5 Economic Development Measures of the adopted Planning Obligations under S106 of the Town and Country Planning Act 1990, Supplementary Planning Guidance (final SPG Amended 2004). Other Sections of that SPG currently remain operational.

## **2.0 Context**

- 2.1 Reading was originally identified as a regional 'Hub'<sup>1</sup> and one of eight 'diamonds' for investment and growth, within the South-East's Regional Economic Strategy 2006-2016 (2006). It was also designated as a 'New Growth Point'<sup>2</sup>. Although neither the New Growth Point Status nor 'Diamond' are now applicable, the Council's policies and position reflect the emphasis on sustainable growth inherent in the development of these policies and initiatives. Reading welcomes sustainable growth and planning policies continue to reflect that emphasis.
- 2.2 Reading is once again listed as one of the top economies in the UK (2012)<sup>3</sup> in terms of being best placed for a private sector led recovery. However, The Local Economic Assessment of the Reading Diamond (2010) highlights weaknesses of a *"poorly achieving underclass in education and skills especially at the entry and basic levels"*. It goes on to highlight that *"the skills and education level of the labour force"* is a *"crucial dimension of the Diamond's future economic vitality, flexibility and competitiveness..."*<sup>4</sup>.
- 2.3 Despite growth over the decade to 2011, especially in B1 (knowledge intensive) uses, 30% of Reading's working age population still lack level 2 qualifications (i.e. basic skills). The continued failure to improve local skills levels will inhibit economic growth. Significant predicted jobs growth locally and sub regionally presents the opportunity to maximise skills development and employment opportunities for local people through securing contributions from developers. This is to mitigate against their developments, contributing to Reading's current 'skills mismatch' and skills shortages.
- 2.4 A better, appropriately skilled local workforce can provide a pool of talent to both developers and end occupiers. This will reduce the need to import skills, and in doing so reduce congestion and unsustainable travel to work modes, reduce carbon emissions and the pressure on the local housing infrastructure.

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## **3.0 Policy Background**

- 3.1 The **National Planning Policy Framework (2012)** sets out the Government's commitment to securing economic growth. With

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<sup>1</sup> A focus for improvements to accessibility, for higher density land uses, and for high quality transport interchange facilities - Regional Spatial Strategy for the South East

<sup>2</sup> Areas proposing an average rate of new housebuilding at least 20% higher than set in plans in October 2003.

<sup>3</sup> Centre for Cities Outlook 2012

<sup>4</sup> Reading Diamond's Local Economic Assessment, 2010

regard to business needs it states that *“Local planning authorities [LPAs] should have a clear understanding of business needs within the economic markets operating in and across their area”*. This includes *“..working closely with the business community to understand their changing needs and identify and address barriers to investment, including a lack of housing, infrastructure or viability”*. Included within the areas which LPAs should assess, using their evidence base, are *“locations of deprivation which may benefit from planned remedial action.”*

3.2 Reading’s **Sustainable Community Strategy** (SCS, April 2011) includes the key themes of ‘People, Place and Prosperity’. Under the Prosperity theme the SCS identifies as paramount the need to *“embed sustainable economic growth solutions”*. One of the current challenges highlighted is the need to improve employment and skills outcomes. In terms of addressing this challenge the SCS recognises the need to diversify the economy through ensuring that more local people are able to access jobs and employment, and those in work have the skills required to prosper. The SCS identifies that there will be a focus on activities which develop skills for business, to improve competitiveness, and ensuring development offers opportunity for local people, e.g. increase the number of apprenticeships offered by local employers. A more coherent and focussed approach to improving training and skills outcomes through S106 will help to contribute to these priorities.

3.3 **“Driving Reading’s World Class Economy - An Economic Development Strategy,”** Reading UK CIC (2011)<sup>5</sup>, summarises the key issues emerging from the Local Economic Assessment (2010)<sup>6</sup>, as:

1. Promoting and sustaining the local economy;
2. Skills and education; and
3. Transport, housing and infrastructure.

The Strategy identifies that the skills and abilities of our workforce are vital to sustaining economic potency. One of the key outcomes identified is a more highly skilled workforce with this objective being achieved by *“employment & skills plans implemented for major development sites as part of the Skills for Business [SfB] campaign”*

3.4 The Council’s adopted **Core Strategy** Policy CS13: Impact of Employment Development, specifically deals with the impacts of employment development and the need to mitigate the impacts including, but not exclusively, with regard to skills and childcare. There is specific reference to maximising the potential of the existing population to fill jobs, through improving their skills. The Core

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<sup>5</sup> <http://www.livingreading.co.uk/economic-development-strategy>.

<sup>6</sup> <http://www.livingreading.co.uk/local-economic-assessment>

Strategy also focusses on the social effects and policy CS3: Social Inclusion and Diversity states that *“major developments should demonstrate measures to enhance social inclusion in terms of access to housing, employment, services, ....”*. The accompanying text identifies that *“planning processes must recognise the potential for disparities and deprivation, ensuring that new development does not result in, or increase the potential for, economic and/ or social disparity”*. Policy CS9: Infrastructure Services, Resources and Amenities, identifies the requirement for planning obligations *“in order to ensure that the development is both sustainable and contributes to the proper planning of an area in accordance with relevant planning policies”*.

- 3.5 A more detailed policy is set out in the **Sites and Detailed Policies Document**, Policy DM3: Infrastructure. This sets out priorities for infrastructure planning and includes economic development services and infrastructure, including skills development initiatives and childcare.
- 3.6 Promoting employment skills and training opportunities for local people will generate local employment opportunities and reduce carbon emissions, all of which will contribute to sustainable economic development. Focusing activities largely at those most marginalised from the workforce, including those that lack the skills required by employers, will help reduce deprivation and improve social inclusion.

#### **4.0 Justification**

- 4.1 The National Planning Policy Framework (CLG, 2012) states that planning obligations should only be sought where they meet all of the following tests:
- Necessary to make the development acceptable in planning terms;
  - Directly related to the development; and
  - Fairly and reasonably related in scale and kind to the development.
- 4.2 Local planning policies are clear that employment generating development should provide mitigation measures in line with its impacts on the demands for housing, labour and skills and on the transport network. Reading Borough Council's adopted Core Strategy states that *“the tight labour market of Reading...means that additional employment development could result in still greater pressures on housing in the Borough, more congestion and longer commuting distances.”*
- 4.3 As well as a lack of basic skills there is also evidence of a shortage of skills in specific sectors from within Reading's working age

population, which clearly affects their ability to access new jobs being created. New development and employment growth will exacerbate existing skill shortages. This will lead to a greater proportion of the labour supply being sourced from outside of Reading which creates unsustainable long distance commuting or added pressure on housing. In addition there is the need to expand the local labour market in line with growth of employment from new development, to avoid detrimental impacts on other local employers.

- 4.4 Seeking planning obligations to maximise the potential of the existing population to compete for the jobs being created, whether during the construction phase or end user phase, through improving their skills levels, is necessary to ensure that future development is economically and socially sustainable, and that barriers to employment for those marginalised from the workforce are removed.
- 4.5 Developers often identify projected employment outcomes as part of the justification for development. It is important therefore that the impacts of economic development are mitigated and the economic benefits of new development in terms of improved local skills and employment outcomes are realised.
- 4.6 The recession has had a marked impact on Reading businesses and residents, with a sharp increase in the unemployment rate, which has resulted in greater competition for jobs making it increasingly difficult for those people with low skills to access employment. There is also evidence that the current economic climate is impacting more heavily on the most vulnerable communities as there are 12 Super Output Areas (SOAs)<sup>7</sup> within 20 percent of the most deprived in England compared with 11 in 2008 and 8 in 2004<sup>8</sup>, indicating a growing inequality. Education, skills and training deprivation is a particular issue in Reading, with nine Super Output Areas within the 10% most deprived in England, seven of which are in south Reading.
- 4.7 Not only is it clear that skills levels are a key determinant of a sustainable local economy, but they also have an impact on employment opportunities and thus an individual's economic prosperity. Up-skilling the area's labour force will be key to maintaining its economic competitiveness. It will also bring wider benefits in terms of income equality and, potentially, a reduction in child poverty. Securing obligations for skills development and employment of local people will be necessary to enhance social inclusion by reducing the potential for economic and social disparity, another key policy driver at the local level.

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<sup>7</sup> Super Output Areas are a new geography designed by The Office for National Statistics (ONS) for the collection and publication of small area statistics.

<sup>8</sup> Index of Multiple Deprivation 2007, DCLG

## **5.0 Types of Employment, Skills and Training**

- 5.1 There are two key areas of employment, skills and training for which S106 planning obligations will be sought. The first is the *construction phase* for all large developments, the second at the *end user phase* of large commercial development. The measures will seek to mitigate the impacts of development through ensuring that local people can better access job opportunities arising from development.
- 5.2 Planning obligations secured through S106 will be used to assist local residents to receive training during the construction phase, and to support/ provide the training and skills needed to access the new job opportunities created by the developments' end-user. During the construction phase, developers will be expected to make best efforts to employ local contractors, subcontractors, apprentices and trainees.
- 5.3 For both the construction and end-user phases, developers and occupiers will need to be committed to working with the Council (and Reading's economic development company)<sup>9</sup> to develop a site specific *Employment and Skills Plan (ESP)*. The S106 agreement will require the implementation of the approved ESP. **Funding to deliver the ESP outcomes will be the responsibility of the developer working in consultation with the Council, its ESP delivery partner and relevant skills and employment delivery partners. This will be based on meeting a specified number of training/ apprentice/up-skilling outcomes.**
- 5.4 ESP's typically cover the following outcomes (both construction & end use phases):
- Number of apprenticeships
  - Employment/training initiatives
  - Training and work experience for younger people, including those who are not in employment, training or education (NEET)
  - Best endeavours to maximise local labour
  - Local procurement agreement - potential for local businesses to be included in tender lists.
- 5.5 Delivery of the ESP will require collaboration between a large number of agencies and organisations. Reading's economic development company, will work with the developer/end user and will provide assistance and guidance in identifying the most appropriate providers/ suitable delivery partners to match the skills and training needs of the ESP. The SfB coordinator will monitor the overall ESP.

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<sup>9</sup> Reading UK CIC is Reading's economic development company and is responsible for delivering skills priorities on behalf of the Local Strategic 2020 Partnership, and coordinate the delivery of publically funded 19+ accredited skills and training.

- 5.6 **A financial contribution will be sought where a developer chooses not to implement an ESP.** The contribution will deliver a package of training and skills outcomes for local people. The funding required will be based on the calculation in Section 6. below. The SfB coordinator will deliver a detailed, fully costed ESP (to be agreed with a developer). This will be for training and skills outcomes commensurate to the scale of the development including skills coordination, targeted support programmes, job brokerage schemes and Skills for Business Initiatives. Examples of initiatives are set out below.
- 5.7 The Council would welcome other innovative approaches to delivering employment, skills and training outputs, which could include collaborative working between more than one developer. There would, however, still be an overseeing role for the SfB coordinator.

### **Construction Phase**

- 5.8 Funding secured through S106 planning obligations for construction skills will support construction specific training for local people. There are a range of courses which currently exist through mainstream college provision, Pre Employment Training and Sector Based Work Academies. The types of training might include the following:

#### **Pre-Employment Training - construction:**

- Up to 30 hours a week for a maximum of 2 weeks;
- Up to 5 days work experience on site;
- Training equipment and materials
- CV and interview preparation and techniques;
- Personal safety equipment
- Reasonable expenses relating to training (e.g.travel)
- Issue of appropriate site safety 'licences' (i.e. CSCS)

#### **Sector Specific Training Activities**

- 19+ construction qualifications where not funded elsewhere;
- Site visits for school and education projects;
- Construction related costs for skills and training to support local community projects;
- Construction apprenticeship places
- Contribution to Skills for Business Co-ordination<sup>10</sup> where appropriate.

Partners involved in delivering training include New Directions, Reading College and JobcentrePlus, amongst others.

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<sup>10</sup> Currently operated by Reading UK CIC

### **End User Phase**

- 5.9 Examples of what end user funding secured through S106 might deliver are as follows (refer also to Appendix 2):

Taking the scenario of a 200 bedroom 4\* hotel with associated facilities, based on an employment density of 1 employee per 1.25 bedrooms = 160 staff (using employment density information from Appendix 3)

#### **Pre Employment Training - Catering & hospitality:**

- Up to 30 hours a week for a maximum of 2 weeks;
- Up to 5 days work experience;
- Purchasing training and materials
- Food hygiene, first aid and COSHH training;
- CV and interview preparation and techniques.

#### **Sector Specific Training Activities**

- Work trials;
- Job related equipment - i.e. chefs whites, knives;
- Customer service training - i.e. Worldhost;
- 19+ qualifications where not funded elsewhere<sup>11</sup>;
- Sector specific apprenticeship places;
- Contribution to Skills for Business Co-ordination<sup>12</sup>.

Partners involved in delivering training include New Directions, Reading College and JobcentrePlus amongst others.

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<sup>11</sup> Most courses will be funded via JobcentrePlus or colleges, for those out of work, however, there is a real need, supported by labour shortage data to broaden the offer to those that might be in work, to help them up-skill to increase their economic activity/ productivity and skills

<sup>12</sup> Currently operated by Reading UK CIC

**6.0 How will contributions be calculated and which developments will pay?**

| Type of Economic Development Measure | Proposed use/s to contribute | Size of development to contribute                                                                                                                             | Rate/ means of calculation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Construction Phase                   | All                          | Major applications:<br>-Commercial and other uses of gross internal floor area of 1000m <sup>2</sup> / 1ha or more;<br>-Residential - 10 units/ 0.5ha or more | <p><i>Where an agreed ESP is provided by a developer for them to deliver it will be based on construction benchmarks from the National Skills Academy for Construction projects (refer to Appendix 1), and labour market patterns in the industry. These set out the expected levels of employment, apprenticeships and training for the size of development, based on the total construction cost.</i></p> <p>A monitoring fee will be required for the Skills for Business Coordinator (SfBC) to monitor the agreed ESP. The fee for this will be £25 per training output as agreed through the ESP.</p> <p><i>If a developer chooses not to provide an ESP themselves then a financial contribution will be sought and will be based on the following calculation:</i></p> <p><b>£2,500<sup>13</sup> x Gross internal floor area of scheme (m<sup>2</sup>) / 1000m<sup>2</sup></b></p> <p>This contribution will be used to fund and deliver the relevant employment, skills and training outcomes. These will be commensurate to the scale of the development, as set out in a detailed, fully costed ESP, developed by the Skills for Business Co-ordinator (SfBC). 3% of the total contributions will be used to support the role of the SfBC.</p> <p>The SfBC will be responsible for working with developers to develop and deliver all ESP objectives, to maximise their reach to local people and to report progress including confirmation that all ESP outcomes have been discharged. The SfBC will work across a network of Skills for Business training providers thus providing the developer (and Council) with a single point of contact for all ESP related matters. They will regularly liaise with JobcentrePlus to ensure that clients are able to access ESP training.</p> |

<sup>13</sup> Average cost of construction training

| End User | All commercial/ employment generating uses | Gross <sup>14</sup> internal floor area of 1000m <sup>2</sup> or more | <p><b>End use ESP's will be developed using the expertise and experience of appropriate Sector Skills Councils, local labour market intelligence and appropriate employment density calculations - see Appendix 2: Definition of the end user training initiatives outputs, and Appendix 3: Employment Density.</b></p> <p>End use ESP's will be negotiated on a case by case basis for all appropriate developments and will seek to maximise the following outcomes;</p> <ul style="list-style-type: none"> <li>• Number of apprenticeships generated</li> <li>• Employment/training for unemployed</li> <li>• Training and work experience for younger people</li> <li>• Maximising local labour - minimum 50%</li> </ul> <p>A monitoring fee will be required for the Skills for Business Coordinator (SfBC) to monitor the agreed ESP. The fee for this will be £15 per training outputs as agreed through the ESP.</p> <p><b>If a developer chooses not to provide an ESP themselves then a financial contribution will be sought and will be based on the following calculation:</b></p> <p><b>Gross internal floor area of development (m<sup>2</sup>) / average employee density for development type<sup>15</sup> x target percentage of jobs filled by Reading residents (50%) x percentage without level 2 skills (30%) x £1500<sup>16</sup></b></p> <p>This will be used to fund the relevant employment, skills and training initiatives as defined in an ESP developed by the SfBC. 3% of the total contributions will be used to support the Skills for Business Co-ordinator (see above for the SfBC role).</p> <p>All training will lead to accredited qualifications.</p> |
|----------|--------------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|----------|--------------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

<sup>14</sup> Consideration will be given to basing the calculation on the net increase, where some/ all of the floorspace has been in continuous use for at least 6 months in the 12 months leading up to the submission of the planning application

<sup>15</sup> Using HCA Employment Density figure – See Appendix 3

<sup>16</sup> Average cost of end user related training

## **APPENDIX 1: BENCHMARKS TO BE USED IN CONSTRUCTION EMPLOYMENT SKILLS PLANS (ESP), AND DEFINITIONS OF THE OUTPUTS**

The National Skills Academy for Construction - Client Based Approach was launched in June 2011 after being piloted in certain local authorities. This defines Employment and Skills based benchmarks for developments based on build cost. The benchmarks have been set as a result of experience from the National Skills Academy for Construction projects and an analysis of labour patterns in the industry. The benchmarks have been amended slightly to reflect Reading's local priorities - namely;

- Increased apprenticeships
- Employment/training for unemployed
- Training and work experience for younger people
- Maximising local labour - minimum 50%

They have been prepared across a range of different construction value bands in terms of outputs and scope of employment and skills which they support and will be used as basis for drawing up the ESP.

To calculate the number of outputs the table is used as follows:

Multiply the benchmark multiplier for the appropriate band by the full construction value of the scheme divided by 1,000,000. e.g. Apprenticeships - for an £8m scheme =  $(8,000,000 \times 0.6) / 1,000,000 = 5$ .

Note: The figures should be rounded to the nearest whole number for the purposes of setting the target outputs.



**Definitions of Outputs Identified in the Benchmark Table: For Construction Employment and Skills Plan (ESP)****First principles**

*The parties to this agreement agree to work collaboratively to maximise training and skills outcomes for local people. They recognise that the use of local labour in both the construction and in the appropriate end user phase (where appropriate) is a mechanism for addressing local skills shortages, empowering communities to take responsibility for themselves and ensuring that local residents share in economic success.*

| (A) Apprentices - applicable to all developments lasting 12 months or longer                                                                     | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Created 16-18                                                                                                                                    | The developer is responsible for ensuring the relevant number of apprenticeship places are created on site - either directly or through the developers managing agents and their supply chain. The developer is responsible for all associated costs.                                                                                                                                                                                                                                                                                                                                                             |
| Created 19+                                                                                                                                      | The developer is responsible for ensuring the relevant number of apprenticeship places are created on site - either directly or through the developers managing agents and their supply chain. The developer is responsible for all associated costs.                                                                                                                                                                                                                                                                                                                                                             |
| <b>(B) Employment Initiatives</b><br>Progression into employment - unemployed less than either 9 months for 18-24 year olds or 12 months for 25+ | Number of individuals who have been <u>unemployed</u> for up to either 9 or 12 months and enter into employment and/or structured sector specific employment training initiatives, including: <ul style="list-style-type: none"> <li>• work experience placements (where appropriate)</li> <li>• appropriate site safety 'licences' where applicable (i.e.CSCS/PTS),</li> <li>• Pre Employment Training (PET)/Sector Based Work Academies (SWBAs)</li> <li>• PET's and SWBAs require guaranteed interview for successful completion. and be created to suit the needs of the developer as appropriate.</li> </ul> |
| Progression into employment - unemployed more than either 9 months or 12 months as above to support work programme                               | Number of individuals who have been <u>unemployed</u> for either 9 or 12 months months and enter into employment and/or structured sector specific employment training initiatives, including: <ul style="list-style-type: none"> <li>• work experience placements (where appropriate);</li> <li>• appropriate site safety 'licences' where applicable (i.e.CSCS/PTS);</li> <li>• Pre-Employment Training (PET)/Sector Based Work Academies (SWBAs)</li> <li>• PETs and SBWAs require guaranteed interview for successful completion.</li> </ul>                                                                  |

|                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                   | and be created to suit the needs of the developer as appropriate.                                                                                                                                                                                                                                                                                                                                                                  |
| (B) Employment Initiatives (ctd)<br>Progression into employment - young people aged 18 - 24       | <p>Construction: All developments generating 50 jobs (FTE's) or more over the entire build cycle to participate in a construction trade related Sector Based Work Academy (SBWA) exclusively young people (minimum cohort x 10 - leading to 5 guaranteed on site jobs).</p> <p>SBWA required for each 50 FTE's jobs on site.</p>                                                                                                   |
| (C) Training initiatives - new entrants<br>School/College/University site visits (no of students) | The developer agrees to allow supervised and pre-arranged access to the site for educational purposes. The developer further agrees to consider off site visits to support local education, including the promotion of construction as a career, site health and safety and technical lectures.                                                                                                                                    |
| Work experience/shadowing 14 - 16 years (no of persons)                                           | The number of 14-16 young people undertaking work experience/work shadowing placements with the site team/trade contractors and/or the schemes occupier where appropriate. This can include block placements of one week or more, or one / two days per week. A work experience/work shadowing placement is to be a minimum of 5 days in total.                                                                                    |
| Work experience 16+ years                                                                         | The number of people undertaking work experience placements with the site team/trade contractors and/or the schemes occupier where appropriate. This can include block placements of one week or more, or one / two days per week. Can also include Entry to Employment and university student placements, which will be particularly relevant for the larger projects. A work experience placement is to be a minimum of 20 days. |
| Work experience NEETS                                                                             | The number of young people that are not in employment, education or training undertaking work experience placements with the site team/trade contractors and/or the schemes occupier where appropriate. This can include block placements of one week or more, or one / two days per week. A work experience placement is to                                                                                                       |

|                                 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                 |  | be a minimum of 5 days in total.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| (D) Maximising local employment |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Construction                    |  | <p>For construction projects generating 50 jobs (FTE's) or more the developer will be make best endeavours to employ at least 50% of all staff on site who are resident in the Reading travel to work area (defined as the Boroughs of Reading, Wokingham and Bracknell). This applies to all supply chain contractors and sub-contractors.</p> <p>For development generating 50 jobs (FTEs) or more the developer agrees to attend local Job Fairs as appropriate.</p> <p>All jobs created to be advertised through Reading Jobcentre Plus to maximise local recruitment opportunities.</p> |

**APPENDIX 2: DEFINITION OF THE END USER TRAINING INITIATIVES OUTPUTS - COMMERCIAL DEVELOPMENTS ONLY**

|                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sector specific 'end user' training (if appropriate) i.e. retail/logistics/hospitality | <p>The number of people who have entered into sector specific 'end user/occupier' training, work experience and skills programmes. This could include;</p> <ul style="list-style-type: none"> <li>• work experience placements (where appropriate)</li> <li>• appropriate site safety 'licences' where applicable (i.e.CSCS/PTS),</li> <li>• Pre-Employment Training (PET)/Sector Based Work Academies (SWBAs)</li> <li>• PETs and SWBAs require guaranteed interview for successful completion. and be created to help the end user deliver 50% local employment</li> </ul> |
| Maximising local employment                                                            | <p>For developments generating 50 jobs (FTEs) or more the end occupier/user and its nominated agents will make best endeavours to employ at least 50% of all staff from those resident in the Reading travel to work area (defined as the Boroughs of Reading, Wokingham and Bracknell).</p> <p>Employment uses generating 50 jobs (FTEs) or more the end occupier (where known) agrees to attend local Job Fairs as appropriate.</p> <p>All jobs created to be advertised through Reading Jobcentre Plus to maximise local recruitment opportunities.</p>                   |

**APPENDIX 3: EMPLOYMENT DENSITY**

| Class                                                        | Use Type                                                                                                                                                                     | Area per FTE (m <sup>2</sup> )                                                                                                           | Floor Area Basis                             | Comment on potential variation                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Industrial                                                   |                                                                                                                                                                              |                                                                                                                                          |                                              |                                                                                                                                                                                                                                                                                                                                    |
| B2<br>B1(c)                                                  | General<br>Light Industry (Business Park)                                                                                                                                    | 36<br>47                                                                                                                                 | GIA<br>NIA                                   | Range of 18 - 60 m <sup>2</sup>                                                                                                                                                                                                                                                                                                    |
| Warehouse & Distribution                                     |                                                                                                                                                                              |                                                                                                                                          |                                              |                                                                                                                                                                                                                                                                                                                                    |
| B8<br><br>B8                                                 | General<br><br>Large Scale and High Bay Warehousing                                                                                                                          | 70<br><br>80                                                                                                                             | GEA<br><br>GEA                               | Range of 25 - 115 m <sup>2</sup> The higher the capital intensity of the business, the lower the employment density.<br>Wide variations exist arising from scale and storage duration.                                                                                                                                             |
| Office                                                       |                                                                                                                                                                              |                                                                                                                                          |                                              |                                                                                                                                                                                                                                                                                                                                    |
| B1(a)<br>B1(a)<br>B1(a)<br>B1(a)<br><br>B1(a)                | General Office<br>Call Centres<br>IT/ Data Centres<br>Business Park<br><br>Serviced Office                                                                                   | 12<br>8<br>47<br>10<br><br>10                                                                                                            | NIA<br>NIA<br>NIA<br>NIA<br><br>NIA          | Includes HQ, Admin and 'Client Facing' office types<br><br>A blended rate of the above B1(a) uses where they are found in out of town business park locations .<br>Densities within separately let units are c.7 m <sup>2</sup> per workstation but 30% of a facility's total NIA for shared services reduces the overall density. |
| Retail                                                       |                                                                                                                                                                              |                                                                                                                                          |                                              |                                                                                                                                                                                                                                                                                                                                    |
| A1<br>A1<br>A1<br><br>A2<br>A3                               | High Street<br>Food Superstores<br>Other Superstores/ Retail Warehouses<br><br>Financial & Professional Services<br>Restaurants & Cafes                                      | 19<br>17<br>90<br><br>16<br>18                                                                                                           | NIA<br>NIA<br>NIA<br><br>NIA<br>NIA          | Town/ City Centre<br><br>Includes the back office function area as well as the customer facing areas.<br>Range of 10 - 30 m <sup>2</sup>                                                                                                                                                                                           |
| Leisure & Visitor Attractions                                |                                                                                                                                                                              |                                                                                                                                          |                                              |                                                                                                                                                                                                                                                                                                                                    |
| C1<br>C1<br>C1<br>D1<br><br>D2<br>D2 <sup>17</sup><br><br>D2 | Budget Hotels<br>General Hotels (3 star)<br>4/ 5 Star Hotels<br>Cultural Attractions<br><br>Cinemas<br>Amusement & Entertainment Centres<br>Sports centres and Private Clubs | 1 employee per 3 bedrooms plus casual staff<br>1 employee per 2 bedrooms<br>1 employee per 1.25 bedrooms<br>36<br><br>90<br>70<br><br>65 | <br><br><br>GIA<br><br>GIA<br>GIA<br><br>GIA | Very wide range exists, so use with Caution. Excludes external areas<br>Range of 90 - 120 m <sup>2</sup><br>Range of 40 - 100 m <sup>2</sup> - excludes external areas.<br>Range of 30 - 100 m <sup>2</sup>                                                                                                                        |

Source: HCA Employment Densities Guide 2010 (2<sup>nd</sup> edition)

<sup>17</sup> Some Sui Generis use classes are applicable – includes launderettes, taxi businesses, car hire businesses, filling station, scrap yards, shops selling or displaying motor vehicles for sale, retail warehouse clubs, hostels, theatres, amusement arcades and centres, fun fairs, night clubs, casinos.

**If you need help to fill in or understand this planning document or planning application form, please call 0118 955 3717 or visit Customer Services on the Ground Floor of the Civic Centre.**

Osoby, które nie rozumieją treści dokumentu lub potrzebują pomocy w wypełnieniu formularza wniosku o pozwolenie na budowę (planning application) proszone są o kontakt telefoniczny pod numerem 0118 955 3717 lub zgłoszenie się do recepcji (Customer Services) na parterze budynku administracji rady miejskiej (Civic Centre).

*Polish*

Se você precisar de ajuda para preencher ou entender este documento de planejamento ou formulário de alvará de construção, por favor telefone para 0118 955 3717 ou visite o Serviço de Atendimento ao Cliente no andar térreo do Centro Cívico (Civic Centre).

*Portuguese*

ਜੇ ਤੁਹਾਨੂੰ ਇਸ ਯੋਜਨਾਪੱਤਰ ਨੂੰ ਸਮਝਣ ਜਾਂ ਯੋਜਨਾਬੰਦੀ ਦੀ ਅਰਜ਼ੀ ਭਰਣ ਲਈ ਸਹਾਇਤਾ ਦੀ ਲੋੜ ਹੈ, ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ 0118 955 3717 ਤੇ ਫ਼ੋਨ ਕਰੋ ਜਾਂ ਸਿਵਿਕ ਸੈਂਟਰ ਵਿਚ ਹੇਠਲੀ ਮੰਜ਼ਿਲ ਤੇ ਗ੍ਰਾਹਕ ਸੇਵਾ ਨੂੰ ਮਿਲੋ।

*Punjabi*

اگر آپ کو پلاننگ کی اس دستاویز یا پلاننگ کیلئے درخواست کے فارم پُر کرنے یا سمجھنے کیلئے مدد درکار ہو تو براہ مہربانی 0118 955 3717 پر ٹیلیفون کریں یا سوک سنٹر کے گراؤنڈ فلور پر واقع کسٹمر سروسز پر تشریف لائیں۔

*Urdu*

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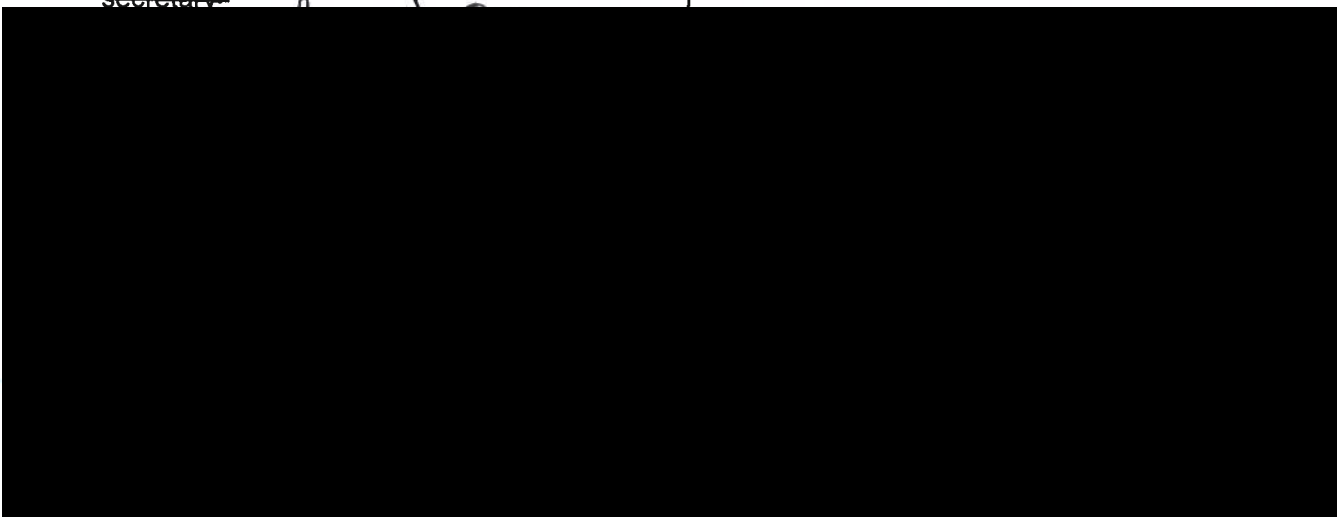
IN WITNESS whereof the parties have executed this Agreement as a deed the day and year first above written.

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

  
Authorised Signatory

|            |                        |
|------------|------------------------|
| Minute     | PAC 01.02.2023 Item 90 |
| Originator | PT                     |
| Seal No.   | 259/23                 |
| Checked    | ls                     |

EXECUTED AS A DEED by **CARTER** )  
**AND SON (THATCHAM)** acting by two )  
~~directors or a single director and company~~ )  
~~secretary-~~  )



**DATED** 5 September **2023**

**CARTER AND SON (THATCHAM) LIMITED**

**and**

**READING BOROUGH COUNCIL**

**AGREEMENT**

constituting a Planning Obligation relating to  
**97A-117 CAVERSHAM ROAD READING RG1 8AN**

(Planning Application No. 221324)

Michael Graham LLB(Hons);  
MBA  
Assistant Director of Legal &  
Democratic Services  
Reading Borough Council  
Civic Offices Bridge Street  
Reading RG1 2LU  
Iken: 021934