

DATED

14th March

2024

IRONGATE (READING) LIMITED

and

READING BOROUGH COUNCIL

PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER
SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990

relating to

9 UPPER CROWN STREET READING RG1 2SS

(Planning Application Reference: 230814)

Michael Graham LLB(Hons);
MBA
Assistant Director of Legal &
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
Iken: 024818

THIS DEED is made the
BETWEEN:

14th March

2024

- (1) **IRONGATE (READING) LIMITED** (Co. Regn. No.10185900) whose registered office is at 99 London Street, Reading RG1 4QA (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 for the borough of Reading in which the Application Land is situated.
- (B) The Owner is the registered proprietor of the freehold interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.
- (C) The Owner submitted the Application to the Council on 12 June 2023 which was validated by the Council on 14 July 2023 for the development of the Application Land.
- (D) The Owner has entered into this deed to mitigate the impact of 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 deed:

1990 Act

means the Town and Country Planning Act 1990;

Access

means the provision (without payment of monetary or other consideration) of vehicular and pedestrian rights of way vehicular parking rights and access (whether on foot or otherwise) to and within the Affordable Housing Dwellings together with (without payment of monetary or other consideration) all rights and easements over the Site as are necessary to facilitate the construction and Occupation of the Affordable Housing Dwellings 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 Dwellings

means the FOURTEEN (14) Affordable Housing Units in the Development to be let to an Eligible Person at Affordable Housing level comprising:

- (i) (Nine) 9 x 1 (one) bedroom units
- (ii) (Five) 5 x 2 (two) bedroom 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 deed

Affordable Housing Units

means a total of FOURTEEN (14) units of Affordable Housing (which equates to thirty percent (30%) of the total number of Residential Units) which are to be provided as Reading Affordable Rented Units and First Homes Units

Affordable Housing Mix

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

- i. (Five) 5 x 1 (One) bedroom units of Reading Affordable Rent
- ii. (Five) 5 x 2 (Two) bedroom units of Reading Affordable Rent
- iii. (Four) 4 x 1 (One) bedroom units of First Homes

Application

means the application for planning permission submitted to the Council on 12 June 2023 and given reference number 230814

Application Land

means 9 Upper Crown Street Reading RG1 2SS registered at HM Land Registry under titles BK96737, BK316441, BK319800 and BK478021 being land against which this deed may be

enforced by the Council as shown edged in red on the Plan, a copy of which is appended at the Fourth Schedule to this deed

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 deed and **Approved** and **Approve** shall be construed accordingly

Approved Construction ESP

means the Construction ESP Approved by the Council via its Partner Organisation pursuant to Paragraph 2 of Third Schedule hereto

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

Carbon Offset

means the offsetting of the total carbon emissions from the Development by providing for an emission reduction on-site by way of a payment of a Carbon Offset Contribution

Carbon Offset Contribution

means the sum of TWO THOUSAND NINE HUNDRED AND FORTY NINE POUNDS AND SEVENTY TWO PENCE (£2,949.72) to be paid to the Council in accordance with the First Schedule and applied by the Council towards Carbon Offset measures

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 deed only) not including any works of removing any above ground materials (excluding buildings) from the Application Land, temporary landscaping, temporary access construction works, ground investigation, site survey works, construction of boundary fencing or hoarding, decontamination, soil investigation and archaeological testing and **Commence** and **Commenced** shall be construed accordingly

Commencement Notice

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

Construction ESP

means the Employment and Skills Plan to be Approved by the Council which incorporates the Employment and Skills Measures and Provision and which follow the provision of the Employment Skills and Training Supplementary Planning Document adopted by the Council on 15th April 2013 and attached at the Fifth Schedule (the "**Employment Skills and Training SPD**")

Construction ESP Contribution

means the sum of EIGHT THOUSAND EIGHT HUNDRED AND TWENTY POUNDS AND SEVENTY FIVE PENCE (£8,820.75) to be paid to the Council and applied by its Partner Organisation towards the Construction Employment and Skills Measures and Provisions

Construction Employment and Skills Measures and Provisions

means a reasonable 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 in accordance with 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 (£25.00) per Training Output and to be agreed with the Council's Skills for Business Coordinator ("SfBC")

Contributions

mean the Construction ESP Contribution, the Carbon Offset Contribution and the Default Affordable Housing Contribution that are payable by the Owner to the Council in accordance with this deed and **Contribution** shall be construed accordingly

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 Local Area where the Affordable Housing Units cannot be provided under Part 1 of the Second Schedule

Development

means the demolition of existing buildings and structures, associated re-use of frame with basement level used for car parking and servicing, erection of 3 no. residential blocks containing 46 no. dwellings above, associated parking (including replacement), access works

and landscaping, relocation of substations and associated works to rear of Indigo apartments to facilitate pedestrian access.

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 deed

Effective Date

means the date of the Planning Permission

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

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

First Homes

has the meaning given in Part 3 of the Second Schedule

Gross Development Valuations

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

Gross Development Value

means the actual long leasehold or freehold capital receipt and independently confirmed estimated capital receipt of the disposal of a Residential Unit together with 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 deed in respect of any disposal (or in any other case the Open Market Value of the Residential Unit) including in each case (but not limiting the generality of the foregoing) any income or receipt generated by the Owner from:-

1. 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
2. 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
3. in respect of a Residential Unit subject to a short residential lease all rents received up to the disposal of any Residential Unit; and
 4. all rents licence fees and other sums received by the Owner from any licensee or occupier or any proposed licensee or occupier; and
 5. any non-repayable sums secured from or through third parties in relation to the Development including government relief grants incentives or tax opportunities; and
 6. the value of any overage or other performance related payment attributable to any disposal; and
 7. 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 their behalf for whatsoever purpose in respect of the Development; and
 8. the actual or independently estimated capitalised rental value of any ground rent on a long leasehold disposal
 9. 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

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 the Carbon Offset Contribution and the Construction ESP Contribution payable under this deed shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the relevant Due Date

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 Local Area to that of the Affordable Housing Dwellings 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 deed

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 deed

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 and in case of the Mortgagee, given in accordance with Part 1 Paragraph 7 of the Second Schedule

Occupation

means (as the context permits) beneficial occupation for the purposes permitted by the Appeal 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 marketing shall not constitute Occupation and **Occupy**, **Occupied** and **Occupier** shall be construed accordingly)

Open Market Units

means the 32 Residential Units excluding the Affordable Housing Units and the expression **Open Market Unit** shall be construed accordingly

Open Market Value

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

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

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

Planning Permission

means the planning permission to be granted by the Council in respect of the Planning Application

Practical Completion

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

Reading Affordable Rent

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

Reading Affordable Rented Units

means the TEN (10) Affordable Housing Units to be let to an Eligible Person at Reading Affordable Rent comprising:

- a) (Five) 5 x 1 (One) bedroom units of Reading Affordable Rent
- b) (Five) 5 x 2 (Two) bedroom units of Reading Affordable Rent

Reasonable Endeavours

means that (subject to the other terms of this deed) 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 and **Residential Units** shall be construed accordingly

Secretary of State

means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and any successor in function

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 Dwellings

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

Standards

means the core standards in relation to the internal environment, sustainability and external environment of the Affordable Housing Dwellings 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 listed in Appendix 1 to the Council's Employment Skills and Training SPD (adopted April 15th 2013)

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 and paragraph headings shall not affect the interpretation of this deed.
- 2.2 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality).

- 2.3 A reference to a company shall include any company, corporation or other body corporate wherever and however incorporated or established.
- 2.4 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular.
- 2.5 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders.
- 2.6 A reference to any Owner shall include that Owner's successors in title and assigns and personal representatives.
- 2.7 References in this deed 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 deed 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 deed.

3 Legal Effect

3.1 This deed is made pursuant to:

- (a) section 106 of the 1990 Act;

(b) section 111 of the Local Government Act 1972; and

(c) 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 (Owner's Obligations), 7 (Lapse) and 9 (Release).

3.2 This deed constitutes 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).

4 Conditionality

4.1 Subject to Clause 4.2 below this deed shall have immediate effect.

4.2 The covenants on the part of the Owner in Clause 5 (Owner's Obligations) are conditional upon:

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

5 Owner's Obligations

5.1 The Owner covenants with the Council to comply with the restrictions, covenants and requirements set out in the First Schedule, the Second Schedule and the Third Schedule to this deed.

5.2 The Owner covenants with the Council not to Commence the Development unless and until it has served a Commencement Notice.

6 Fees

The Owner shall pay to the Council on the date of this deed the following costs and fees:

6.1 the Council's reasonable legal costs in the sum of £750.00 (SEVEN HUNDRED AND FIFTY POUNDS) and expenses incurred in the preparation, negotiation and completion of this deed; and

6.2 the Monitoring Fee.

7 Lapse

In the event that the Planning Permission:

- 7.1 expires before Commencement of the Development; or
 - 7.2 is quashed following a successful legal challenge; or
 - 7.3 is (without the consent of the Owner) revoked or modified by any statutory enactment
- then in such event this deed shall cease to be enforceable and shall determine absolutely.

8 Liability

Without prejudice to Paragraph 1 of Part 3 of the Second Schedule which shall apply as set out therein, this deed shall not be enforceable against any statutory undertakers or other service provider (including their successors in title) that shall acquire an interest in the Application Land for the purpose of providing infrastructure or services to or for the Development or neighbouring developments.

9 Release

The Owner shall upon parting:

- 9.1 with its interest in any part of the Application Land be released from all obligations and duties under the terms of this deed insofar as they relate to, or are binding on, that part of the Application Land; and
- 9.2 with the entirety of its interest in the Application Land be released from all liabilities whatsoever under the terms of this deed.

The releases provided for in this Clause 9 shall not apply to any prior or existing breach of this deed as at the date of disposal.

10 Right of access

- 10.1 Without prejudice to the Council's statutory rights of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Application Land (so far as the Owner has the right to provide such access) at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.
- 10.2 In exercising any rights of entry to the Application Land, the Council must:
 - (a) except in case of emergency, give reasonable prior written notice of its intention to exercise that right to the Owner;
 - (b) where reasonably required by the Owner, exercise that right only if accompanied by a representative of the Owner;

- (c) cause as little damage as possible to the Application Land and to any property belonging to or used by the Owner;
- (d) promptly make good any physical damage caused to the Application Land by reason of the Council exercising that right.

11 No Fetter on Discretion

Nothing in this deed 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.

12 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.

13 Index

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

14 Indexation

The amount of Carbon Offset Contribution and the Construction ESP Contribution payable under this deed shall be Index Linked.

15 Interest on unpaid monies

If any Contribution due under this deed is paid after the Due Date 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 deed up to the date of actual payment of the Contribution (or the relevant part of it, as the case may be).

16 Payments to the Council

All Contributions (save for the legal costs and Monitoring fees) and other sums due to the Council under the terms of this deed 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 deed (or part of it) shall be paid to the Council earlier than eight (8) weeks before the Due Date.

17 Notice

17.1 Any notice or other written communication to be served by one party upon another pursuant to the terms of this deed 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.

17.2 The Owner shall ensure that any notice or other written communication that is required to be served on the Partner Organisation pursuant to this deed shall be copied to the Council at the same time.

18 Consents and Approvals

In this deed 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.

19 Dispute Resolution

19.1 In the event of any dispute arising in respect of this deed the Owner may subject to the prior Approval of the Council submit the dispute to an independent expert (the

Expert) to resolve the dispute in accordance with the provisions of this Clause 20 and as follows:

- (a) in the case of a dispute regarding the interpretation or meaning of any provision in this deed 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 deed 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.

19.2 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.

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

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

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

19.6 The costs of the dispute shall be payable by the Parties in such proportion as may be determined by the Expert and failing such determination to be borne in equal shares by the Parties.

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

19.8 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practical timescales allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of his appointment to act.

19.9 Nothing in Clauses 19.1-19.8 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this deed.

20 **Third Party Rights**

20.1 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 deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

20.2 This deed 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.

21 **Local Land Charge**

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

22 **Jurisdiction**

This deed is governed by and interpreted in accordance with the law of England.

IN WITNESS whereof the Owner has executed this deed as a deed the day and year first above written.

FIRST SCHEDULE

(“Sustainability”)

Carbon Offset Contribution

The Owner covenants with the Council as follows:

1. to pay to the Council the Carbon Offset Contribution prior to Practical Completion of the Development; and
2. not to Practically Complete the Development until the Carbon Offset Contribution has been paid to the Council in full.

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 Part 1 of the Second Schedule the Owner shall at its own cost and expense provide the Fourteen (14) 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 Part 1 of the Second Schedule no more than 70% of the Open Market Units shall be Occupied until the Owner has transferred the Affordable Housing Units in accordance with Paragraph 6 of this Part 1 of the Second Schedule to a Housing Association or Registered Provider for the Affordable Housing Price and the Council has been given notice thereof in accordance with this deed.

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 Part 1 of the 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 notice to the Council by way of the Notice of Intention to Dispose prior to seeking further to dispose of any of the Affordable Housing Units in accordance with this deed
- (b) On service of the Notice of Intention to Dispose referred to in Paragraph 3(a) of this Part 1 of the Second Schedule the Council is hereby given the option to direct that the Affordable Housing Units be offered for disposal by the Owner 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 Part 1 of the Second Schedule (the Council acting reasonably in relation to such terms) to either:
 - (i) a named Housing Association or Registered Provider nominated by the Council;
or
 - (ii) the Council as the Local Housing Authority

PROVIDED THAT such option shall be exercised by the Council by service of notice on the Owner referring to this Paragraph 3(b) of this Part 1 of the Second Schedule within the period of three months from the date of service of the Notice of Intention to Dispose.

4. Default Affordable Housing Contribution

The Default Affordable Housing Contribution procedures set out in Part 2 of this Second Schedule shall apply where:

- (a) the Council does not exercise the option in Paragraph 3(b) of this Part 1 of the Second Schedule within the period of three months from the date of service of the Notice of Intention to Dispose; or
- (b) the Council exercises the option in Paragraph 3(b) of this Part 1 of the Second Schedule within the period of three months from the date of service of the Notice of Intention to Dispose but the Affordable Housing Units are not then transferred to:
 - (i) the named Housing Association or Registered Provider (as the case may be); or
 - (ii) the Council as the Local Housing Authority

in each case in accordance with the provisions of Paragraph 3(b) of this Part 1 of the Second Schedule for any reason whatsoever within the period of three months from the date that the Council exercised its option

5. Use

Without prejudice to Paragraph 5 of Part 3 of this Second Schedule which shall apply as set out therein and subject to the provisions of Paragraph 4 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 deed

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 one hundred and twenty five 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 Part 1 of the 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 Reading Affordable Rented 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 by way of the Notice of Intention to Dispose of its intention to dispose of the Reading Affordable Rented Units and (b) shall have used Reasonable Endeavours over a period of three months from the date of the Notice of Intention to Dispose (or is deemed to have received it) to complete a disposal of the Reading Affordable Rented 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 Reading Affordable Rented Units free from the Affordable Housing obligations in this deed which provisions shall determine absolutely

8. Disposal by Housing Association or Registered Provider

The liability of a Housing Association or Registered Provider under this Part 1 of the 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

(Part 2)

("the Default Affordable Housing Contribution")

The provisions of this Part 2 of the Second Schedule shall apply in the circumstances set out in Paragraph 4 of Part 1 of the Second Schedule and not otherwise.

The Owner covenants with the Council as follows:

1. As soon as reasonably practicable after the coming into operation of this Part 2 of the Second Schedule 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% of GDV (Affordable Housing Policy required percentage)

C = Default Affordable Housing Contribution

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. To pay to the Council the Default Affordable Housing Contribution within fifteen (15) Working Days of the Default Affordable Housing Contribution being agreed by the Council in writing or determined by the Expert under Clause 19 (as the case may be).
5. Not to Occupy or permit the Occupation of more than 70% of the 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 and Part 3 of this Second Schedule and Part 1 and Part 3 of this Second Schedule shall determine and cease to apply.

(Part 3)

(First Homes)

INTERPRETATION

In this Part 3 of the Second Schedule the following words and expressions below shall mean as follows:-

"Additional First Homes Contribution"	means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 4.8, 4.9 or 6 of this Part 3 of the Second Schedule, the lower of the following two amounts: (a) 30% of the proceeds of sale; and (b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service
"Development Standard"	means a standard to fully comply with the following:-

	(a) Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015 (b) all national construction standards and planning policy relating to design which may be published by the Secretary of State or by the Council from time to time (c) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings)
"Compliance Certificate"	means the certificate issued by the Council confirming that a Residential Unit is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 6.2 applies the Eligibility Criteria (Local).
"Discount Market Price"	means a sum which is the Market Value discounted by at least 30%
"Disposal"	means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than: (a) a letting or sub-letting in accordance with paragraph 7 (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner (c) an Exempt Disposal and "Disposed" and "Disposing" shall be construed accordingly
"Eligibility Criteria (National)"	means criteria which are met in respect of a purchase of a First Home if: (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).
"Eligibility Criteria (Local)"	means criteria (if any) published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if: (a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross

	income) does not exceed the Income Cap (Local) (if any); and (b) any or all of criteria (i) (ii) and (iii) below are met: (i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member; and/or (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker it being acknowledged that at the date of this deed the Council has not prescribed any Eligibility Criteria (Local) in respect of the disposal of a First Home.
"Exempt Disposal"	means the Disposal of a First Home in one of the following circumstances: (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Residential Unit (and for the avoidance of doubt paragraph 8 shall apply to such sale) Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 7
"First Home"	means a Residential Unit which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap
"First Homes Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

	(a) the Developer; or (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or (c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 7
"First Time Buyer"	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
"Income Cap (Local)"	means such local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home it being acknowledged that at the date of this deed the Council has not set an Income Cap (Local)]
"Income Cap (National)"	means: (a) in the case of a First Home situated within the administrative area of any London Borough Council (including the City of London), ninety thousand pounds (£90,000); and (b) in the case of any other First Home, eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home
"Key Worker"	A public sector worker who provides an essential service to the community or such other categories of employment as may be published by the Council from time to time as the "First Homes Key Worker criteria" and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Key Worker" criteria which shall apply to that disposal.
"Local Connection Criteria"	means either (a) or (b) below: (a) criteria which are met by a person who satisfies one or more of (i) and (ii) below: (i) is ordinarily resident within the Local Area and has been for a continuous period of not less than 6 consecutive months prior to exchange of contracts for the relevant First Home; and/or

	(ii) who has a close family association with the Local Area by reason of a parent or child who is ordinarily resident within Local Area. (b) such other local connection criteria as may be published by the Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal.
"Market Value"	means the open market value as assessed by a Valuer of Residential Unit as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation.
"Mortgagee"	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home
"Practical Completion"	means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied ¹
"Price Cap"	means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity

1 OBLIGATIONS

Unless otherwise agreed in writing by the Council, the Owner for and on behalf of itself and its successors in title to the Application Land with the intention that the following provisions shall bind the Application Land and every part of it into whosoever's hands it may come covenants with the Council as below save that:

1.1 paragraphs 2 and 3 shall not apply to a First Homes Owner;

- 1.2 paragraphs 4 and 5 apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and
- 1.3 paragraph 6 applies as set out therein.

2. DEVELOPMENT STANDARDS

All First Homes shall be constructed to:-

- 2.1 the Development Standard current at the time of the relevant reserved matters approval/the date of this deed; and
- 2.2 no less than the standard applied to the Market Dwellings.

2. QUANTUM OF FIRST HOMES

The total number of the Residential Units provided within the Application Land which shall be identified reserved and set aside as First Homes shall be in accordance with the Affordable Housing Mix and shall be provided and retained as First Homes in perpetuity subject to the terms of this Part 3 of the Second Schedule.

3 TYPE AND DISTRIBUTION

The mix of First Homes provided within the Application Land shall be in accordance with the Affordable Housing Mix.

4 DELIVERY MECHANISM

- 4.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:
 - 4.1.1 the Eligibility Criteria (National); and
 - 4.1.2 the Eligibility Criteria (Local) (if any).
- 4.2 If after a First Home has been actively marketed for at least 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 4.1.2 shall cease to apply.
- 4.3 Subject to paragraphs 4.6 to 4.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee
- 4.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:
 - 4.4.1 The Council has been provided with evidence that:

- 4.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 4.2 applies meets the Eligibility Criteria (Local) (if any)
- 4.4.1.2 the Residential Unit(s) is being Disposed of as a First Home at the Discount Market Price and
- 4.4.1.3 the transfer of the First Home includes:
- a) a definition of the "Council" which shall be Reading Borough Council¹
 - b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in Part 3 of the Second Schedule of the Deed of Unilateral Undertaking a copy of which is attached hereto as the Annexure."¹
 - c) A definition of "Deed of Unilateral Undertaking" means the deed of unilateral undertaking made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [14th March 2024] made between (1) the Council and (2) Irongate (Reading) Limited
 - d) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the First Homes Provisions
 - e) a copy of the First Homes Provisions in an Annexure

4.4.2 The Council has issued the Compliance Certificate,

- 4.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Reading Borough Council of Civic Offices, Bridge Street, Reading RG1 2LU or their conveyancer that the provisions of clause "XX" (the First Homes provision) of the Transfer dated [DATE] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

- 4.6 The owner of a First Home (which for the purposes of this paragraph shall include the Owner and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

4.6.1 the Residential Unit has been actively marketed as a First Home for six (6) months in accordance with paragraphs 4.1 and 4.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Residential Unit as a First Home but it has not been possible to Dispose of that Residential Unit as a First Home in accordance with paragraphs 4.3 and 4.4.1; or

4.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 4.6.1 before being able to Dispose of the Residential Unit(s) other than as a First Home would be likely to cause the First Homes Owner undue hardship

4.7 Upon receipt of an application served in accordance with paragraph 4.6 the Council shall have the right (but shall not be required) to direct that the relevant Residential Unit is disposed of to it at the Discount Market Price

4.8 If the Council is satisfied that either of the grounds in paragraph 4.6 above have been made out and confirms in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 4.6 that the relevant Residential Unit may be Disposed of:

4.8.1 to the Council at the Discount Market Price; or

4.8.2 (if the Council confirms that it does not wish to acquire the relevant Residential Unit) other than as a First Home

then on the issue of that written confirmation the obligations in this deed which apply to First Homes shall cease to bind and shall no longer affect that Residential Unit apart from paragraph 4.10 which shall cease to apply on receipt of payment by the Council where the relevant Residential Unit is disposed of other than as a First Home

4.9 If the Council does not wish to acquire the relevant Residential Unit itself and is not satisfied that either of the grounds in paragraph 4.6 above have been made out then it may within twenty eight (28) days of receipt of the written request made in accordance with paragraph 4.6 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Residential Unit as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Residential Unit as a First Home he may serve notice on the Council in accordance with paragraph 4.6 following which the Council may within 28 days issue confirmation in writing that the Residential Unit may be Disposed of other than as a First Home

4.10 Where a Residential Unit is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 4.8 or 4.9 above the owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

- 4.12 Any person who purchases a First Home free of the restrictions in this Part 3 of the Second Schedule of this deed pursuant to the provisions in paragraphs 4.9 and 4.10 shall not be liable to pay the Additional First Homes Contribution to the Council.

5. USE

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 5.1 – 5.4 below.

- 5.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

- 5.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

- a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
- c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

- 5.3 A letting or sub-letting permitted pursuant to paragraph 5.1 or 5.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

- 5.4 Nothing in this paragraph 5 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping

accommodation provided that the First Home remains at all times the First Home Owner's main residence.

6. MORTGAGEE EXCLUSION

The obligations in paragraphs 1-5 of this deed in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or Receiver PROVIDED THAT:

- 6.1 such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and
- 6.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 6.3
- 6.3 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.
- 6.4 following receipt of notification of the Disposal of the relevant First Home the Council shall:
 - 6.4.1 forthwith issue a completed application to the purchaser of that Residential Unit to enable the removal of the restriction on the title set out in paragraph 6.5; and
 - 6.4.2 apply all such monies received towards the provision of Affordable Housing

THIRD SCHEDULE

(The Construction Employment and Skills Obligations)

1. Definitions

In this Schedule the **Construction Employment and Skills Measures and Provisions** means the requirements of the Construction ESP such that it:-

- a) Identifies and promotes 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) Targets Local Labour (although not to the exclusion of people from outside the Local Area) in relation to the construction of the Development;
- c) Sets the means of and timetable for implementing and/or seeking to achieve the identified objectives of the Approved Construction ESP;
- d) Sets out when the payment of the Construction ESP Monitoring Fees are to be paid; and
- e) Provides 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 Contribution

- a) The Owner shall be entitled at any time prior to the Commencement of the Development to give written notice to the Council that they wish to pay the Construction ESP Contribution in lieu of their obligation to prepare the Construction ESP contained in Paragraph 3 of this Schedule and if the Owner gives such written notice they shall pay the Construction ESP Contribution to the Council at least twenty (20) Working Days prior to the Commencement of the Development and shall not Commence the Development until the Construction ESP Contribution has been paid in full including any interest due under the terms of this deed.
- b) On payment of the Construction ESP Contribution in accordance with Paragraph 2.a) above the provisions of Paragraph 3 of this Schedule shall determine and cease to apply.

3. Construction ESP Obligations

The Owner covenants and agrees with the Council as follows:-

- a) 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 the Construction ESP until Approved)

- b) The Owner shall not Commence the Development until the Construction ESP submitted by the Owner has been Approved pursuant to Paragraph 3.a) of this Third Schedule
- c) In the event that the Construction ESP submitted by the Owner is Approved by the Council under Paragraph 3.b) 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
- d) In carrying out its obligations under Paragraph 3.a)-c) of this Third Schedule the Owner shall co-operate with the Council and its Partner Organisation in the preparation of the Construction ESP and compliance by the Owner of the Approved Construction ESP
- e) Where the requirements of the Approved Construction ESP are not being met by the Owner the Council may:
 - i. Promptly notify the Owner in writing of its concerns with regards to any under performance of the Approved Construction ESP such notice to set out exactly what, in the Council's view, constitutes the under performance of the Approved Construction ESP and set out the steps the Council requires to be taken, or what activities are required to make 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 i. above have elapsed and the Owner has failed to ensure the Construction of the Development remains 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.
- f) On payment of the Construction ESP Contribution in accordance with Paragraph 3.e) of this Schedule the provisions of this Paragraph 3 of this Schedule shall determine and cease to apply.

FOURTH SCHEDULE

(Plan)




BRIAN NORDAN

FIFTH SCHEDULE

(The Employment Skills and Training Supplementary Planning Document)

Employment, Skills and Training

SUPPLEMENTARY PLANNING DOCUMENT

Final Adopted April 15th 2013

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

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www.reading.gov.uk



Reading
Borough Council
Working better with you

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 15th 2013

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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’¹ 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’². 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)³ 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...”*⁴.
- 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.

3.0 Policy Background

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

¹ 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

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

³ Centre for Cities Outlook 2012

⁴ 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)⁵, summarises the key issues emerging from the Local Economic Assessment (2010)⁶, 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

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

⁶ <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)⁷ within 20 percent of the most deprived in England compared with 11 in 2008 and 8 in 2004⁸, 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.

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

⁸ 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)⁹ 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.

⁹ 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-ordination¹⁰ where appropriate.

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

¹⁰ 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 elsewhere¹¹;
- Sector specific apprenticeship places;
- Contribution to Skills for Business Co-ordination¹².

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

¹¹ 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

¹² 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: -Commercial and other uses of gross internal floor area of 1000m ² / 1ha or more; -Residential - 10 units/ 0.5ha or more	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. 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. 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: $\text{£2,500}^{13} \times \text{Gross internal floor area of scheme (m}^2\text{) } / \text{ 1000m}^2$ 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. 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.

¹³ Average cost of construction training

End User	All commercial/ employment generating uses	Gross ¹⁴ internal floor area of 1000m ² or more	<i>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.</i> 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; • Number of apprenticeships generated • Employment/training for unemployed • Training and work experience for younger people • Maximising local labour - minimum 50% 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. <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> <i>Gross internal floor area of development (m²) / average employee density for development type¹⁵ x target percentage of jobs filled by Reading residents (50%) x percentage without level 2 skills (30%) x £1500¹⁶</i> 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). All training will lead to accredited qualifications.
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¹⁴ 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

¹⁵ Using HCA Employment Density figure – See Appendix 3

¹⁶ 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) Employment Initiatives 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: • work experience placements (where appropriate) • appropriate site safety 'licences' where applicable (i.e.CSCS/PTS), • Pre Employment Training (PET)/Sector Based Work Academies (SWBAs) • PET's and SWBAs require guaranteed interview for successful completion. and be created to suit the needs of the developer as appropriate.
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: • work experience placements (where appropriate); • appropriate site safety 'licences' where applicable (i.e.CSCS/PTS); • Pre-Employment Training (PET)/Sector Based Work Academies (SWBAs) • PETs and SBWAs require guaranteed interview for successful completion.

	and be created to suit the needs of the developer as appropriate.
(B) Employment Initiatives (ctd) Progression into employment - young people aged 18 - 24	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). SBWA required for each 50 FTE's jobs on site.
(C) Training initiatives - new entrants 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	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. For development generating 50 jobs (FTEs) or more the developer agrees to attend local Job Fairs as appropriate. All jobs created to be advertised through Reading Jobcentre Plus to maximise local recruitment opportunities.

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	The number of people who have entered into sector specific 'end user/occupier' training, work experience and skills programmes. This could include; • work experience placements (where appropriate) • appropriate site safety 'licences' where applicable (i.e.CSCS/PTS), • Pre-Employment Training (PET)/Sector Based Work Academies (SWBAs) • PETs and SWBAs require guaranteed interview for successful completion. and be created to help the end user deliver 50% local employment
Maximising local employment	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). Employment uses generating 50 jobs (FTEs) or more the end occupier (where known) agrees to attend local Job Fairs as appropriate. All jobs created to be advertised through Reading Jobcentre Plus to maximise local recruitment opportunities.

APPENDIX 3: EMPLOYMENT DENSITY

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

Source: HCA Employment Densities Guide 2010 (2nd edition)

¹⁷ 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

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Portuguese

ਜੇ ਤੁਹਾਨੂੰ ਇਸ ਯੋਜਨਾਪੱਤਰ ਨੂੰ ਸਮਝਣ ਜਾਂ ਯੋਜਨਾਬੰਦੀ ਦੀ ਅਰਜ਼ੀ ਭਰਣ ਲਈ ਸਹਾਇਤਾ ਦੀ ਲੋੜ ਹੈ, ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ 0118 955 3717 ਤੇ ਫੋਨ 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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