

Berkeley Homes (Western) Limited

and

Reading Borough Council

Agreement

in respect of Huntley Wharf, Kenavon Drive, Reading, RG1 3DH

pursuant to Section 106 of the Town and Country Planning Act 1990
(and all other enabling powers)

Planning application reference number PL/25/0310
IKEN Reference: 030861

Contents

1	Definitions	1
2	Interpretation	3
3	Legal Effect	4
4	Conditionality	4
5	Owner's Obligations	5
6	Council's Obligations	5
7	Agreements and Declarations	5
	Schedule 1 - Plans and Drawings	11
	Schedule 2 – The Development	12
	Schedule 3 – Draft Planning Permission	13
	Schedule 4 – Affordable Housing	14
	Schedule 5 – Council's obligations	15
	Execution Page	16

Agreement

Dated 27th June

2025

Between:

- (1) **Berkeley Homes (Western) Limited** (company registration number 05383571) whose registered office is at Berkeley House, 19 Portsmouth Road, Cobham, Surrey, KT11 1JG (the **Owner**); and
- (2) **Reading Borough Council** whose address is at Civic Offices, Bridge Street, Reading RG1 2LU (the **Council**)

Background

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the borough of Reading in which the Application Land is situated.
- (B) The Owner is the registered proprietor of the freehold interest in the Application Land under HM Land Registry title number BK367554 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.
- (C) The Parties have agreed to enter into this Agreement in order to facilitate the Development.
- (D) The Parties are satisfied that the planning obligations contained in this Agreement are:
 - (i) necessary to make the Development acceptable in planning terms;
 - (ii) directly related to the Development; and
 - (iii) fairly and reasonably related in scale and kind to the Development.
- (E) The Parties acknowledge the Commencement of the Development prior to the execution of the Agreement and agree that this Agreement shall apply retrospectively to govern the Development from the date of its Commencement.

It is agreed as follows:

1 Definitions

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

1990 Act means the Town and Country Planning Act 1990;

Agreement means this deed of agreement;

Application means the application for the Planning Permission and given the reference number PL/25/0310;

Application Land means the double height ground floor level space at the southern end of the mid-block at Huntley Wharf together with part of Carraway Street, being land against which this Agreement may be enforced as shown edged in red on the

drawing 2001 Site Location Plan Rev A, a copy of which is appended at Schedule 1 to this Agreement;

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

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

Building means (as the context permits) any building that comprises part of the Development and **Buildings** shall be construed accordingly;

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

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

Community Infrastructure Levy means community infrastructure levy as defined in the CIL Regulations;

Contribution means each and every financial contribution (excluding the Council's legal fees and the Monitoring Fee) that is payable by the Owner to the Council in accordance with this Agreement;

Council's Area means the administrative area of the Council;

Development means the development as set out in Schedule 2 to this Agreement;

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

Effective Date means the date of this Agreement;

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;

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

Index Linked means that the amount of each Contribution payable under this Agreement and any other sum referred to in this Agreement shall be increased by

an amount equivalent to the increase in the Index from the Effective Date until the Due Date;

Local Area means the Council's administrative area;

Monitoring Fee means the sum of FOUR HUNDRED POUNDS (£400.00) as a contribution towards the Monitoring Officer's costs of monitoring the provisions of this Agreement;

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

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

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

Planning Permission means planning permission for the Development pursuant to the Application substantially in the form of the draft set out in Schedule 3 to this Agreement.

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

2 Interpretation

- 2.1 Clause headings shall not affect the interpretation of this Agreement.
- 2.2 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 A reference to a company shall include any company, corporation or other body corporate wherever and however incorporated or established.
- 2.4 Unless the context requires otherwise, words in the singular shall include the plural and words in the plural shall include the singular.
- 2.5 Unless the context requires otherwise, a reference to one gender shall include a reference to the other genders.
- 2.6 A reference to any Party shall include that Party's successors in title and assigns and personal representatives.
- 2.7 References in this Agreement to the Council shall include any successor to its functions as the local planning authority in relation to the Application Land and any body to which all or part of its functions may lawfully have been transferred.

- 2.8 An obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and an obligation on a person to do something includes an obligation to procure that thing to be done.
- 2.9 Where an obligation falls to be performed by more than one person the obligation can be enforced against every person so bound jointly and against each of them individually.
- 2.10 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.11 Save as specified to the contrary any reference to Act of Parliament whether general or specific shall include any modification or re-enactment thereof for the time being in force and shall also include all instruments, orders, plans, regulations, by-laws and directions for the time being made issued or given thereunder or deriving validity therefrom.
- 2.12 A reference to writing or written does not include faxes or e-mail.
- 2.13 References to Clauses, Plans, Schedules, Paragraphs and Appendices are to the Clauses, Plans, Schedules, Paragraphs and Appendices of this Agreement.

3 Legal Effect

- 3.1 This Agreement is made pursuant to:

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

with an intent to bind the Owner's interest in the Application Land (and each and every part of it) subject to the provisions of Clauses 4 (conditionality), 5 (the Owner's obligations), 7.2 (lapse) and 7.5 (release).

- 3.2 This Agreement is a planning obligation within the meaning of section 106 of the 1990 Act and the obligations contained within it shall, subject to the provisions of the Agreement, be enforceable by the Council against the Owner (including its successors in title and those deriving title from the Owner).
- 3.3 This Agreement is without prejudice to and shall not be construed as derogating from any of the rights, powers and duties of the Council pursuant to any of its statutory functions nor in any other capacity.

4 Conditionality

- 4.1 Unless otherwise required in order to give legal effect to any provision in this Agreement, this Agreement is conditional upon:
- (a) the grant of the Planning Permission; and
 - (b) the Commencement of the Development,

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

5 Owner's Obligations

5.1 The Owner covenants with the Council, so as to bind the entirety of its interest in the Application Land, to comply with the restrictions, covenants and requirements set out in Schedule 4 of this Agreement.

5.2 The Owner covenants with the Council:

- (a) not to Commence unless and until it has served a Commencement Notice; and
- (b) not to encumber nor deal with the Application Land (or any part of it) in any manner pursuant to which the Owner may be prevented from carrying out its covenants and obligations contained in this Agreement.

6 Council's Obligations

6.1 The Council covenants with the Owner to observe and perform the obligations on its part contained in Schedule 5 to this Agreement.

7 Agreements and Declarations

7.1 Fees

7.1.1 The Owner covenants with the Council to pay on or before the Effective Date:

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

7.2 Lapse

7.2.1 The obligations in this Agreement shall cease to have effect (insofar only as they have not already been complied with) if the Planning Permission is quashed, revoked or modified (without the consent of the Owner) or is withdrawn or expires prior to Commencement of the Development.

7.3 Future Development

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

7.4 Statutory Undertakers

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

7.5 Release

7.5.1 The Owner shall upon parting:

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

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

7.6 Right of access

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

7.7 No waiver

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

7.8 No Fetter on Discretion

7.8.1 Nothing in this Agreement shall fetter or prejudice the Council's statutory rights, powers, discretions and responsibilities under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

7.9 Severance

7.9.1 Each clause, sub-clause, schedule or paragraph shall be separate, distinct and several from each other to the extent only that if any clause, sub-clause, schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause, schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, sub-clause, schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause, schedule or paragraph contained in this Deed.

7.10 Indexation

7.10.1 The amount of each Contribution and any other sum payable under this Agreement shall be Index Linked.

7.11 Interest on unpaid monies

7.11.1 If any Contribution or other sum due under this Agreement is paid after its 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:

- (a) the sum of the Contribution due; or
- (b) on any amount of that Contribution due.

7.11.2 Any interest payable pursuant to Clause 7.11.1 shall:

- (a) be calculated from the Due Date of the Contribution up to the date of actual payment of the Contribution (or the relevant part of it); and
- (b) be deemed to be part of the Contribution or sum due to which such interest relates.

7.12 **Payments to the Council**

7.12.1 All Contributions and other sums due to the Council under the terms of this Agreement shall (unless otherwise notified in writing by the Council to the Owner) be paid to the Council by means of telegraphic transfer to the Council as follows:

Reading Borough Council

Sort Code: 30-91-31

Account Number: 00271502

Lloyds Bank plc 24 Broad Street Reading RG1 2BT

Account: Reading Borough Council quoting reference: S106/250310/030861 or other reference quoted by the Council in the relevant S106 Demand Notice issued in respect of the obligation,

and the Council will not alter the account details without giving formal notice to such effect in accordance with Clause 7.12.

7.13 **Notice**

7.13.1 Any notice or other written communication to be served by one Party upon another under the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered or recorded delivery post to the Party to be served at its address in accordance with this Clause.

7.13.2 Any 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.

7.13.3 The address for any notice or other written communication is the address given for that Party in its definition in this Agreement, or such other address as has been notified in writing to the other Parties in accordance with this Clause.

7.14 **Consents and Approvals**

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

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

7.15 Dispute Resolution

7.15.1 In the event of any dispute arising between the Parties (which cannot be resolved by the Parties) in respect of this Agreement either Party may at any time require by notice in writing to the other Party an independent expert (the **Expert**) to resolve the dispute in accordance with the provisions of this Clause 7.15 and as follows:

- (a) in the case of a dispute regarding the interpretation or meaning of any provision in this Agreement to leading planning counsel to be agreed between the Parties, or failing agreement, to be appointed by the President for the time being of the Law Society;
- (b) in the case of a dispute regarding physical works or other technical matters referred to in the Schedules to a member of the Institution of Civil Engineers to be agreed between the Parties, or failing agreement, to be appointed by the President for the time being of such Institution; or
- (c) in the case of any other dispute regarding this Agreement to a member of the Royal Institution of Chartered Surveyors to be agreed between the Parties, or failing agreement, to be appointed by the President for the time being of such Institution.

7.15.2 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.

7.15.3 The Expert shall be appointed within one (1) month of an application being made by one of the Parties pursuant to Clause 7.15.1.

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

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

7.15.6 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.

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

7.15.8 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.

7.15.9 Nothing in Clauses 7.15.1 – 7.15.8 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Agreement.

7.16 Future Section 73 and Section 73B Permission(s)

7.16.1 In the event that any new planning permission(s) in respect of the Development is or are granted by the Council pursuant to section 73 (or 73B once in force) of the 1990 Act (**Specified Future Permissions**) and unless otherwise agreed between the

parties with effect from the date that the new planning permission is granted pursuant to sections 73 or 73B of the 1990 Act:

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

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

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

7.17 **Third Party Rights**

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

- (a) any successor bodies of the Council; and
- (b) any successors in title of and those deriving title under the Owner,

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

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

7.18 **Local Land Charge**

7.18.1 This Agreement is and shall be registered as a local land charge by the Council.

7.19 **Change of Ownership**

7.20 Save for any disposal:

- 7.20.1 to a statutory undertaker; or
- 7.20.2 of an individual residential unit constructed pursuant to the Planning Permission

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

7.21 Jurisdiction

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

7.23 Warranty

7.23.1 The Owner warrants that:

- (a) it has full power to enter into this Agreement;
- (b) no person other than the Owner has any legal or equitable interest in the Application Land; and
- (c) no consent is necessary to make this Agreement binding on the Application Land and any estates and interests therein.

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

Schedule 1 - Plans and Drawings

Drawing number 2001 Site Location Plan Rev A (Application Land)



Site Location Plan
1:1250



CDM REGULATIONS 2015. All current drawings and specifications for the project must be used in conjunction with the Designer's Hazard and Environment Assessment Report. All Intellectual Property rights reserved.



Designed with reference to the survey, information and reports listed below. The Designer does not accept any liability for the accuracy or completeness of the information provided by third parties.

Rev	Date	Description
A	21/05/25	Blue site boundary added

Drawn	Checked	YV
CS	CS	CS
Date	Date	Date
Scale @ A1	1:1250	1:1250

Kenavon Drive
Site Location Plan

Project	Origin	Function	Space	Form	Discipline	Number
KD - PRP	PRP	MID - ZZ	DG - A	2001		
Revision			Status			
P00 - Preliminary				84 - Stage Approved		

PRP

Schedule 2 – The Development

Conversion of the double height ground floor level space at the southern end of the mid-block to provide 4 residential units (Class C3) at newly created first floor level, flexible Class E(b) or Sui Generis uses at remodelled ground floor level and various associated alterations (part retrospective) (amended description).

Schedule 3 – Draft Planning Permission

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

Application for Full planning permission

Applicant: Mr Alex Burrows

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

Proposal: Conversion of the double height ground floor level space at the southern end of the mid-block to provide 4 residential units (Class C3) at newly created first floor level, flexible Class E(b) or Sui Generis uses at remodelled ground floor level and various associated alterations (part retrospective) (amended description)

At: Huntley Wharf, Kenavon Drive, Reading, RG1 3DH

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

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

Application At: Huntley Wharf, Kenavon Drive, Reading, RG1 3DH

Application No: PL/25/0310

Application type: Full planning permission



CONDITIONS & REASONS

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

- KD-PRP-MID-ZZ-DG-A-2201 - Middle Block Proposed South and North Elevations
- KD-PRP-MID-ZZ-DG-A-2202 - Middle Block Proposed East Elevation
- KD-PRP-MID-ZZ-DG-A-2203 - Middle Block Proposed West Elevation
- KD-PRP-MID-ZZ-DG-A-2301 - Middle Block Proposed Section D-D
- KD-PRP-MID-ZZ-DG-A-2401 - Middle Block Proposed Bay Study 4
- KD-PRP-MID-ZZ-DG-A-2900 - Middle Block GIA Schedule and Area Proof

As received 26/02/2025

- KD-PRP-MID-01-DG-A-2100 Rev B - Middle Block Proposed Block Plan - Ground Floor
- KD-PRP-MIS-01-DG-A-2101 Rev A - Middle Block Proposed Block Plan - First Floor
- KD-PRP-MID-01-DG-A-2111 Rev A - Middle Block Proposed GA Plan – First Floor
- 0446-INT-XX-XX-SC-L-810-001 Kenavon Drive Mid Block Podium Planters

As received 16/05/2025

Reason: For the avoidance of doubt and to ensure that the development is carried out and adhered to in accordance with the application form and associated details hereby approved.

2. The materials to be used in the construction of the external surfaces of this development shall be as specified on the plans and/or application forms.

Reason: In the interests of visual amenity and ensuring the new development responds positively to the local context and character in accordance with Policies CC7, CR2 of the Reading Borough Local Plan 2019.

3. No change to the unit mix (4 x 2-bedroom units) shall be made to the development hereby permitted without written approval from the Local Planning Authority.

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

4. Within six months of the date of this planning permission a copy of an Interim BREEAM Certificate in accordance with the BREEAM Sustainability Standard demonstrating compliance with a minimum standard of BREEAM Very Good rating in relation to the four residential units hereby approved has been submitted to and approved in writing by the Local Planning Authority.

Reason: These details are required due to insufficient information being contained within this submission and in order to ensure that the development is carried out in accordance with

sustainable building standards in accordance with Policy CC2 of the Reading Borough Local Plan 2019.

5. Prior to first occupation of any of the 4 residential units hereby approved, a copy of a Final BREEAM Certificate in accordance with the BREEAM Sustainability Standard following a post-construction stage review carried out by a licensed assessor has been submitted to and approved in writing by the Local Planning Authority, demonstrating that the development has attained as a minimum the standard set out in the Interim BREEAM Certificate referred to in condition 4.

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

6. Prior to first occupation of the reconfigured ground floor unit hereby approved, a copy of a Final BREEAM Certificate in accordance with the BREEAM Sustainability Standard following a post-construction stage review carried out by a licensed assessor shall be submitted to and approved in writing by the Local Planning Authority, demonstrating that the ground floor unit has attained as a minimum the 'Very Good' standard set out in the Final Design Stage BREEAM Assessment Reference BREEAM-0088-7927, as received 27/07/2022, as approved under approval of details application 221111 on 22/08/2022 (as per condition 51 i) c) of planning permission 170509 on 10/10/2018 at the wider development site).

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

7. The measures within the approved Construction Method Statement, reference Construction Environmental Management Plan Commercial Space to apartments, Reading Kenavon Drive, Reading, dated 10/08/20, as received 21/05/2025, shall be adhered to throughout the whole of the construction period.

Reason: In the interests of protecting the amenity of local land uses or neighbouring residents, the character of the area and highway safety in accordance with Policies CC8, EN15, EN16 and TR3 of the Reading Borough Local Plan 2019.

8. No dwelling hereby permitted shall be occupied until the bicycle parking facilities have been provided in accordance with the details hereby approved on plan KD-PRP-MID-01-DG-A-2100 Rev B - Middle Block Proposed Block Plan - Ground Floor, as received 16/05/2025. The facilities shall be kept available for bicycle parking at all times thereafter.

Reason: To encourage travel by sustainable alternatives to driving a motorcar in accordance with Policies TR1 and TR5 of the Reading Borough Local Plan 2019.

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

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

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

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

11. No dwelling hereby permitted shall be occupied until the bin (refuse and recycling) storage facilities have been provided in accordance with the details hereby approved on plan KD-PRP-MID-01-DG-A-2100 Rev B - Middle Block Proposed Block Plan - Ground Floor, as received 16/05/2025. The facility shall be kept available for bin storage at all times thereafter.

Reason: In the interests of the visual amenity of the area and to ensure that bins can be easily accessed when required in accordance with Policies CC5, CC7, CC8 and CR2 of the Reading Borough Local Plan 2019.

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

Reason: In the interests of retaining a vibrant and attractive streetscene and improving active surveillance, in line with Policies CC7, CR7, RL1 and OU5 of the Reading Borough Local Plan 2019.

13. Notwithstanding the provisions of Schedule 2, Part 3 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking or re-enacting that Order with or without modification), the ground floor of the building shall only be used for:

- Class E (b) - Sale of food and drink for consumption (mostly) on the premises, or
- Sui Generis – public houses, wine bars, or drinking establishments, or
- Sui Generis - drinking establishments with expanded food provision

and for no other purpose (including any other purpose in the same Use Class of the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020, or in any provision equivalent to that Class in any statutory instrument revoking or re-enacting that Order with or without modification.

Reason: As this is the basis on which the proposals have solely been assessed and other alternative uses of the premises which may otherwise be permitted by virtue of the above Orders could be harmful in term of transport and/or amenity impacts and to the vitality and viability of the regional centre, in accordance with Policies CC8, RL1, TR3, CR6 and CR13 of the Reading Borough Local Plan 2019.

14. No part of the ground floor use hereby permitted shall be used by members of the public outside the hours of 06:00 hours to 23:00 hours on Mondays to Thursdays, 06:00 hours to 00:00 hours on Fridays and Saturdays and 08:00 hours to 22:00 hours on Sundays, Bank Holidays and other statutory holidays.

Reason: In order to protect local residents and users of the area in general from unreasonable disturbance arising from the use(s) in accordance with Policies CC7, CC8, EN16 and CR6 of the Reading Borough Local Plan 2019.

15. No external area associated with the ground floor use hereby permitted shall be used by members of the public between the hours of 22:00 hours and 08:00 hours daily.

Reason: In order to protect local residents and users of the area in general from unreasonable disturbance arising from the use(s) in accordance with Policies CC7, CC8, EN16 and CR6 of the Reading Borough Local Plan 2019.

16. The floor construction, glazing, ventilation and any other mitigation specified including measures to protect occupants from noise from the ground floor shall be installed in accordance with the specifications within the Noise Assessment submitted with the application [Noise Impact Assessment by SRL Ref 82462-SRL-RP-YA-01-S2-P1 RevP2, dated 19/02/2025, as received 26/02/2025] prior to the first occupation of any residential unit. The glazing, ventilation and noise mitigation measures shall be retained as approved at all times thereafter.

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

17. No mechanical plant shall be installed until a noise assessment of the proposed mechanical plant has been submitted and approved by the Local Planning Authority. The assessment shall be carried out for in accordance with BS4142:2014+A1:2019 methodology. The predicted specific sound level (LAeq,TR) (with reference to BS:4142) as measured at a point 1 metre external to the nearest noise-sensitive facade shall be at least 10dB below the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The predicted rating level, LAr,Tr (specific sound level plus any adjustment for the characteristic features of the sound) as measured at a point 1 metre external to the nearest noise-sensitive façade (habitable window of a dwelling) shall not exceed the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The plant shall thereafter only be installed in accordance with the assessment and shall thereafter be maintained so that it operates to the same standard.

Reason: To safeguard the amenities of the adjoining premises and the area generally, in accordance with Policies CC8, EN17 and CR6 of the Reading Borough Local Plan 2019.

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

Reason: These details are required due to insufficient information being contained within this submission and to safeguard the amenity of adjoining properties and to protect the general



environment in accordance with Policies CC8, EN16 and CR6 of the Reading Borough Local Plan 2019.

19. Prior to the first occupation of the reconfigured ground floor unit hereby approved, details of how refuse and recycling collections, servicing and deliveries for the ground floor unit shall be submitted to (as part of a waste collection, servicing and delivery management plan) and approved in writing by the Local Planning Authority. Thereafter, refuse collection, servicing and deliveries for the ground floor unit will be carried out fully in accordance with the approved details.

Reason: In the interests of general amenity, to ensure convenience of arrangements for refuse and recycling storage and collection, servicing and deliveries and to ensure that no obstruction is caused to any nearby highway, in the interest of highway safety and in accordance with Policies CC8, TR3 and CR6 of the Reading Borough Local Plan 2019.

20. No construction, demolition or associated deliveries shall take place outside the hours of 0800hrs to 1800hrs Mondays to Fridays, and 0800hrs to 1300hrs on Saturdays, and not at any time on Sundays and Bank or Statutory Holidays.

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

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

Reason: In the interests of air quality, the amenity of neighbours, and to promote more sustainable approaches to waste management in accordance with Policies CC8, EN15 and CC6 of the Reading Borough Local Plan 2019.

22. The hard and soft landscaping of the development hereby permitted shall be carried out in accordance with the approved landscaping plans and documents. The remainder of the soft landscaping works shall take place no later than during the first planting season following the date when the development hereby permitted is ready for occupation.

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

Reason: In order to ensure the satisfactory implementation of the landscaping hereby approved in accordance with Policies CC7, EN12, EN14 and CR2 of the Reading Borough Local Plan 2019.

INFORMATIVES

1. The Local Planning Authority has worked positively and proactively with the applicant to resolve relevant matters to allow permission to be granted within the agreed extended timescale for the decision to be issued.



Reading

Borough Council

Working better with you

2.
 - i) The attention of the applicant is drawn to Section 59 of the Highways Act 1980, which enables the Highway Authority to recover expenses due to damage caused by extraordinary traffic.
 - ii) Any works affecting the Highway shall be in accordance with Reading Borough's Council's document "Guidance Notes for Activities on the Public Highway within the Borough of Reading". The applicant should note that compliance with this document is mandatory and licences to work on the Highway will only be issued if the requirements contained within it are met. A copy can be obtained from the Council's website.
3. A section 106 Agreement has been completed for this development. A copy of the S106 Legal Agreement is available on the Council's Public Register of Planning.
4. Your attention is drawn to the terms and conditions of this permission. Any development which is carried out but which differs materially from the approved plans and details, or does not comply with any condition(s) or planning obligation(s) attached to the permission may result in the Council taking action to remedy the breach of planning control. If you are in any doubt please contact the Council.
5. Your attention is drawn to the requirement for submission of a Building Regulations application for the proposed development. Please contact RBC Building Control on Building.control@reading.gov.uk OR telephone 0118 9372449 9.00am to 1.00pm Monday to Friday.
6. Complaints are commonly received about noise and dust caused by construction and demolition works, particularly working outside reasonable hours and smoke from bonfires associated with the burning of waste on site. The developer is reminded that construction and demolition associated with the approved development will be subject to environmental health law.
7. During the course of construction, the developer should take care to ensure that no part of this development (foundations, eaves, guttering, etc.) would encroach on, under or across the boundary line with the adjoining property, as the requisite Notice has not been served on the owner of that property. This permission does not confer any right of access onto land that is not under the developer's control. The developer should also be mindful of the obligations and requirements of the Party Wall Act (1996) details of which can be found at: www.communities.gov.uk/publications/planningandbuilding/partywall
8. To minimise the disturbance by noise of future residential occupiers of the flats and its effect on neighbouring residents, residential accommodation must be designed and constructed or converted so as to achieve the insulation requirements set out in Building Regulations Approved Document E.
9. The Council introduced the Community Infrastructure Levy (CIL) on 1st April 2015. CIL is a way of securing financial contributions towards infrastructure from new development, and partially replaces the Section 106 planning obligation regime. It is a set charge per sq m of floorspace for different uses, and, unlike Section 106, it is non-negotiable. It applies to developments which result in at least one dwelling; where the space has not been in lawful use for 6 months within the last 3 years or 100 sq m of new floorspace. If chargeable you will be sent a CIL Liability Notice with the calculated amount soon. CIL becomes payable on commencement of the development or by instalments.

10. The occupiers of the residential unit(s) will not be automatically entitled to an on-street car parking permit. Current and new occupiers should be informed of this and be advised to find out more about parking permits on the Council's website. There is already a high level of on street car parking in the area and the site is located close to local facilities, with frequent public transport services on nearby roads.
11. Any failures to the landscaping at the wider site (as witnessed within the mid block courtyard space during the officer site visit on 28/04/2025) should be dealt with in accordance with the Landscape Management Plan approved under discharge of condition application 210284 (condition 41) on 20/07/2022, linking back to the original permission at the wider site (ref 170509 on 10/10/2018).
12. At the time of the officer site visit on 28/04/2025 it was witnessed that a series of the proposed works had already been carried out by the applicant, summarised as:
- mezzanine floor level had already been largely constructed, although access within the unit between the ground and first floors was not possible, with no staircases having been built (open spaces at the eastern and western ends of the unit).
 - the courtyard terrace area already included some hedging and planting which deviated from the approved position, a privacy screen was already in place and doors leading to the future first floor space were also installed.
 - On the south elevation at first floor level, windows have already been added to the glazing (which were approved as larger single panes of glass).

Such works are detailed when comparing the 'as existing / as approved as per 170509' plans with the "as built" plans received subsequent to the officer site visit:

As Existing (or more accurately, as approved as part of original permission 170509)

- AA5990-2140 Rev D - Middle Block Ground Floor
- AA5990-2141 Rev E - Middle Block First Floor
- AA5990-2222 Rev B - Middle Block South & North Elevations
- AA5990-2223 - Middle Block East Elevation
- AA5990-2225 - Middle Block West Elevation
- AA5990-2321 Rev C - Middle Block Sections
- AA5990-2520 - Bay Study 4 Block M1

As received 26/02/2025

- AA5990-2320 Rev B - Middle Block Sections Rev B

As received 13/03/2025

As built (in reality at the site, following the officer site visit on 28/04/2025)

- AA5990-2140 Rev E - Middle Block Ground Floor As Built
- AA5990-2141 Rev F - Middle Block First Floor As Built
- AA5990-2222 Rev D - Middle Block South & North Elevations As Built
- AA5990-2223 Rev B - Middle Block East Elevation As Built
- AA5990-2225 Rev E - Middle Block West Elevation As Built
- AA5990-2320 Rev C - Middle Block Sections As Built
- AA5990-2520 Rev A - Bay Study 4 Block M1 As Built

As received 16/05/2025

NOTES

APPEALS TO THE SECRETARY OF STATE

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

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

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

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

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

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by him.

Appeals must be made via the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN, tel. 0303 444 5000, or online at <https://acp.planninginspectorate.gov.uk/>

Purchase Notices

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

Street Naming & Numbering

You must contact Reading Borough Council to:

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

More information can be found online: <https://www.reading.gov.uk/planning-and-building-control/street-naming-numbering/>

Schedule 4 – Affordable Housing

1 Definitions

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

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 Contribution means the sum of ONE HUNDRED THOUSAND TWO HUNDRED AND NINETY-FIVE POUNDS (£100,295.00) to be used by the Council (if received) towards the provision of Affordable Housing within the Local Area.

Occupation Notice means a notice to be served by the Owner upon the Monitoring Officer confirming the date upon which the Development will be Occupied;

2 Affordable Housing Contribution

- 2.1 To serve an Occupation Notice no less than five (5) Working Days prior to Occupation of the Development.
- 2.2 Not to Occupy the Development unless and until the Occupation Notice has been served upon the Council.
- 2.3 Not to Occupy the Development unless and until the Affordable Housing Contribution has been paid to the Council in full.

Schedule 5 – Council's obligations

1 Definitions

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

Prescribed Period means the period commencing on the later of:

- (a) the Due Date; and
- (b) where payment of a Contribution is received by the Council after the Due Date, the date of actual receipt of the relevant payment,

and expiring at the end of ten (10) full financial years (ending 31 March) immediately following the end of either the financial year in which the Due Date falls in the case of (a) above or the financial year in which the actual payment is received by the in the case of (b) above.

2 Contributions

- 2.1 Not to use the Contributions (or any part of any of them) otherwise than for the purposes specified in this Agreement and for no other purposes unless otherwise agreed in writing by the Owner.

- 2.2 Following receipt of a written request from the person who paid the relevant Contribution, to re-pay to that person such Contribution (or part of that Contribution) which has not upon the expiration of the Prescribed Period been expended, committed, allocated and/or contracted to be expended together with interest on any balance then remaining unspent of the relevant Contribution (or part of that Contribution) at the Bank of England base rate for the time being in force such payment to be made within twenty-eight (28) days of receipt by the Council of the written request PROVIDED THAT:

- (a) any such written request for repayment must be made within six (6) months of the expiration of the Prescribed Period; and
- (b) the Council shall not be required to return any part of the Contribution if it does not receive such a request within six (6) months of expiration of the Prescribed Period.

- 2.3 If a written request for repayment of any Contribution is not received as specified in paragraph 2.2 above, any remaining Contribution (or part of the Contribution) including any interest on any balance then held by the Council shall be used by the Council for any other purpose identified for any other Contribution in this Agreement or for the benefit of the Local Area in the vicinity of the Development.

Execution Page

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

Authorised Signatory

A. Tully
A. TULLY

Minute	See ODN
Originator	ND
Seal No.	269/25
Checked	AT.

EXECUTED as a DEED by
BERKELEY HOMES (WESTERN)
LIMITED acting by two directors

Paul Moore
Director PAUL MOORE SBT

Director

Benjamin Hugh Ivey
BENJAMIN HUGH IVEY
SBT