

DATED 14th of October 2025

UNILATERAL UNDERTAKING
by
READING BOROUGH COUNCIL

Under Section 106 Town & Country Planning Act 1990

constituting a Planning Obligation relating to
THE WILLOWS 2 HEXHAM ROAD READING RG2 7UG

(Planning Application No. PL/24/1589)

Michael Graham LLB(Hons);
MBA
Assistant Director of Legal &
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
Iken: 030730

THIS UNILATERAL UNDERTAKING is made on 14th of October 2025
BY THE FOLLOWING PARTIES

(1) **READING BOROUGH COUNCIL** of Civic Offices Bridge Street Reading RG1 2LU
("the Owner")

FOR ENFORCEMENT BY

(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 numbers BK428626 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.
- (C) On 27 November 2024, planning application PL/24/1589 was validated by the Council.
- (D) On 30 April 2025, the Council's Planning Applications Committee (having regard to the development plan and to all other material considerations) resolved to grant the Planning Permission subject to the Owner entering into planning obligations in the form of this Unilateral Undertaking.
- (E) The agreement dated 16 September 2024 applies to the original planning application 23/0279.
- (F) On 14 January 2025, the Owner made payment for the ESP contribution under the original planning application 23/0279.
- (G) This is a section 73 application to vary conditions 2, 13, 14, 21 & 22 of planning permission 23/0279 which creates a new planning application and a new section 106.
- (H) The Owner have agreed to enter into this Unilateral Undertaking pursuant to the resolution referred to at Recital (D) above.
- (I) The Owner satisfied that the planning obligations contained in this Unilateral Undertaking 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.
- (J) This Unilateral Undertaking is given by the Owner to bind the Owner and any person deriving title from it for the purpose of ensuring that all the residential units to be constructed will be occupied as Affordable Housing Units at Social Target Rent.

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 Unilateral Undertaking:

1980 Act

means the Highways Act 1980;

1990 Act

means the Town and Country Planning Act 1990;

Affordable Housing

means the Affordable Housing Units 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 in the Borough of Reading and let by the Council a Housing Association or Registered Provider at a Social Target Rent to Eligible Persons;

Affordable Housing Units

means a total of FOURTEEN (14) units of Affordable Housing to be let to an Eligible Person at Social Rent constructed to space Standards in accordance with the Affordable Housing Mix;

Affordable Housing Mix

means the (Fourteen) 14 x 1 (One) bedroom units which are to be provided as Social Target Rent;

Application

means the application for the Planning Permission and given the reference number PL/24/1589;

Application Land

means the land and buildings at The Willows 2 Hexham Road Reading RG2 7UG being land against which this Unilateral Undertaking may be enforced as shown edged in red on the Plan which is appended at Schedule 3 to this Unilateral Undertaking;

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 Unilateral Undertaking 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;

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

Commencement Notice

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

Community Infrastructure Levy

means community infrastructure levy as defined in the CIL Regulations;

Council's Area

means the administrative area of the Council;

Development

means the erection of a building containing a day centre providing social care services (Use Class E(f)) and 42 residential units including specialist housing (Use Class C3) with landscaping, car parking and 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 Unilateral Undertaking;

Effective Date

means the date of this Unilateral Undertaking;

Eligible Person

means a person or households and are 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 Unilateral Undertaking between the parties) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications;

Highways Agreement

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

- a. the securing of a bond (or provision of alternative security) to ensure that third party funds are available to complete the Highway Works to the reasonable satisfaction of the Council;
- b. the payment of the Council's reasonable and proper works inspection fees, maintenance fees, special orders fees, supervision fees and any other such fees as the Council shall reasonably require to the extent the same relate to the Highway Works;

- c. the payment of any commuted sums reasonably required in respect of the cost to the Council of maintaining the Highway Works;
- d. payment of the Council's reasonable and proper legal and other fees associated with the drafting negotiating and completion of the Highway Agreement;
- e. the preparation and advance approval of works drawings and traffic management measures in respect of the Highway Works;
- f. the certification and maintenance of the Highway Works;
- g. the regulating of the issue of the appropriate works and access licence to enable the Highway Works to be carried out by or on behalf of the Owner;
- h. the securing of a bond (or provision of alternative security including for the avoidance of doubt an indemnity) relating to claims under the Land Compensation Act 1973 and Noise Insulation Regulations 1975 (as amended by the Noise Insulation (Amendment) Regulations 1988 (S11988/2000)) in respect of the Highway Works and any other indemnity and bonds for liability issues related to the Highway Works as the Council shall reasonably require;
- i. clauses dealing with (if relevant) dedication as highway of any land the subject of the Highway Works which is not already highway and the adoption of the highway by the Council; and
- j. the standards, procedures and timings for carrying out the Highway Works;

Highway Works

means the works in relation to the reconfiguration of the vehicular access on to Hexham Road, including closures of existing vehicular access points as may be required as shown on drawing number E05076-HCC-ZZ-RL-DR-A-1502 at Schedule 3;

Homechoice for Reading

means a choice based scheme developed and operated in partnership between Reading Council and local Registered Providers;

Homes England

means Homes England (including any successor organisation);

Housing Association

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

Housing Need

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

Index

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

Index Linked

means that the amount of each Contribution payable under this Unilateral Undertaking and any other sum referred to in this Unilateral Undertaking 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;

Local Labour

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

Local Housing Allowance

means the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Works and Pensions or such similar framework that may replace it;

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 Unilateral Undertaking;

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 Unilateral Undertaking;

Occupation

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

Planning Permission

means planning permission for the Development to be granted in the form of the draft decision notice under planning application PL/24/1589;

Practical Completion

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

Reasonable Endeavours

means that (subject to the other terms of this Unilateral Undertaking) 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;

Services

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

Service Charge

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

Service Media

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

Social Rented Units

means all of the Affordable Housing units to be constructed as part of the Development and let by a Registered Provider of social housing to households who are eligible for social rented housing, constructed to space Standards and let at a Social Target Rent;

Social Target Rent

means a rent which does not exceed the guideline target rents as determined through the national rent regime from time to time and in any event should not exceed the published Local Housing Allowance for the relevant property type and in the relevant rental market area allowing for any modifications to a level of allowance as published from time to time by the Government;

Standards

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

Unilateral Undertaking

means this deed of Unilateral Undertaking;

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 Unilateral Undertaking.
- 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 Unilateral Undertaking 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 Unilateral Undertaking 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 Unilateral Undertaking.

3 Legal Effect

3.1 This Unilateral Undertaking is made pursuant to:

- (a) section 106 of the 1990 Act;
- (b) section 1 of the Localism Act 2011;
- (c) section 278 of the 1980 Act;
- (d) section 111 of the Local Government Act 1972; and
- (e) all other enabling powers,

with an intent to bind the Owner's interest in the Application Land (and each and every part of it) subject to the provisions of Clauses 4 (conditionality), 5 (the Owner's obligations), 8 (lapse) and 10 (release).

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

3.3 This Unilateral Undertaking 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 Unilateral Undertaking, this Unilateral Undertaking is conditional upon:

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

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

5 Owner's Obligations

5.1 The Owner covenants with the Council, so as to bind the entirety of its interest in the Application Land, to comply with the restrictions, covenants and requirements set out in Schedules 1 and 2 of this Unilateral Undertaking.

5.2 The Owner covenants with the Council:

- a) not to Commence the Development unless and until it has served the 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 Unilateral Undertaking.

6 Fees

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

- (a) the Council's reasonable legal costs in the sum of £800.00 (EIGHT HUNDRED P) and expenses incurred in the preparation, negotiation and completion of this Unilateral Undertaking; and
- (b) the Monitoring Fee.

7 Lapse

The obligations in this Unilateral Undertaking 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.

8 Future Development

Nothing in this Unilateral Undertaking 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 after the date of this Unilateral Undertaking.

9 Statutory Undertakers

This Unilateral Undertaking 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.

10 Release

The Owner shall upon parting:

- (a) with its interest in any part of the Application Land be released from all obligations and duties under the terms of this Unilateral Undertaking 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 Unilateral Undertaking.

The releases provided for in this Clause 10 shall not apply to any prior or existing breach of this Unilateral Undertaking as at the date of disposal.

11 Right of access

Without prejudice to the Council's statutory rights of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Application Land at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

12 No waiver

No waiver (whether express or implied) by the Council of any breach of or default by the Owner in performing or observing any of the terms of or covenants, obligations or restrictions in this Unilateral Undertaking 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.

13 No Fetter on Discretion

Nothing in this Unilateral Undertaking 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.

14 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 Unilateral Undertaking.

15 Indexation

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

16 Interest on unpaid monies

If any Contribution due under this Unilateral Undertaking is paid late the Owner shall pay to the Council interest at the rate of four percent (4%) per annum above the base rate of the Bank of England for the time being in force on the sum of the Contribution due or (as the case may be) on any amount of that Contribution which may be outstanding from the date on which the Contribution (or the relevant part of it, as the case may be) is due to be paid in accordance with the terms of this Unilateral Undertaking up to the date of actual payment of the Contribution (or the relevant part of it, as the case may be).

17 Payments to the Council

All Contributions and other sums due to the Council under the terms of this Unilateral Undertaking 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/ 025058/ 230279 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 Unilateral Undertaking (or part of it) shall be paid to the Council earlier than eight (8) weeks before the Due Date.

18 Notice

- i. Any notice or other written communication to be served by one party upon another pursuant to the terms of this Unilateral Undertaking 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.

19 **Consents and Approvals**

In this Unilateral Undertaking 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.

20 **Dispute Resolution**

20.1 In the event of any dispute arising in respect of this Unilateral Undertaking the parties may at any time require by notice in writing to the other an independent expert (the **Expert**) to resolve the dispute in accordance with the provisions of this Clause 20 and as follows:

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

20.2 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.

- 20.3 The Expert shall be appointed within one (1) month of an application being made by one of the parties.
- 20.4 The Expert shall be entitled to invite written representations from each of the parties.
- 20.5 The Expert shall act as an expert and not as an arbitrator.
- 20.6 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.
- 20.7 The decision of the Expert shall be final and binding on the parties save in the case of manifest and material error.
- 20.8 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.
- 20.9 Nothing in Clauses 20.1 – 20.8 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Unilateral Undertaking.

21 Third Party Rights

- 21.1 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 Unilateral Undertaking pursuant to the Contracts (Rights of Third Parties) Act 1999.

- 21.2 This Unilateral Undertaking 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.

22 Local Land Charge

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

23 Jurisdiction

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

In witness whereof the parties have executed this Unilateral Undertaking as a deed the day and year first above written.

SCHEDULE 1

(The Affordable Housing Obligations)

1. Provision of Affordable Housing Units

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. Use

- 2.1 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 Unilateral Undertaking;
- 2.2 Not to permit or otherwise allow any of the Social Rented Units to be let other than to an Eligible Person who has been accepted onto Homechoice for Reading;
- at a sum not exceeding a Social Target Rent; and
 - to persons selected in accordance with the principles of Homechoice for Reading policy as amended from time to time or any other policy and agreement that may replace these.

3. Disposal

Subject to the statutory right to buy the Owner shall not dispose of at any time the Affordable Housing Units to any person or corporate body.

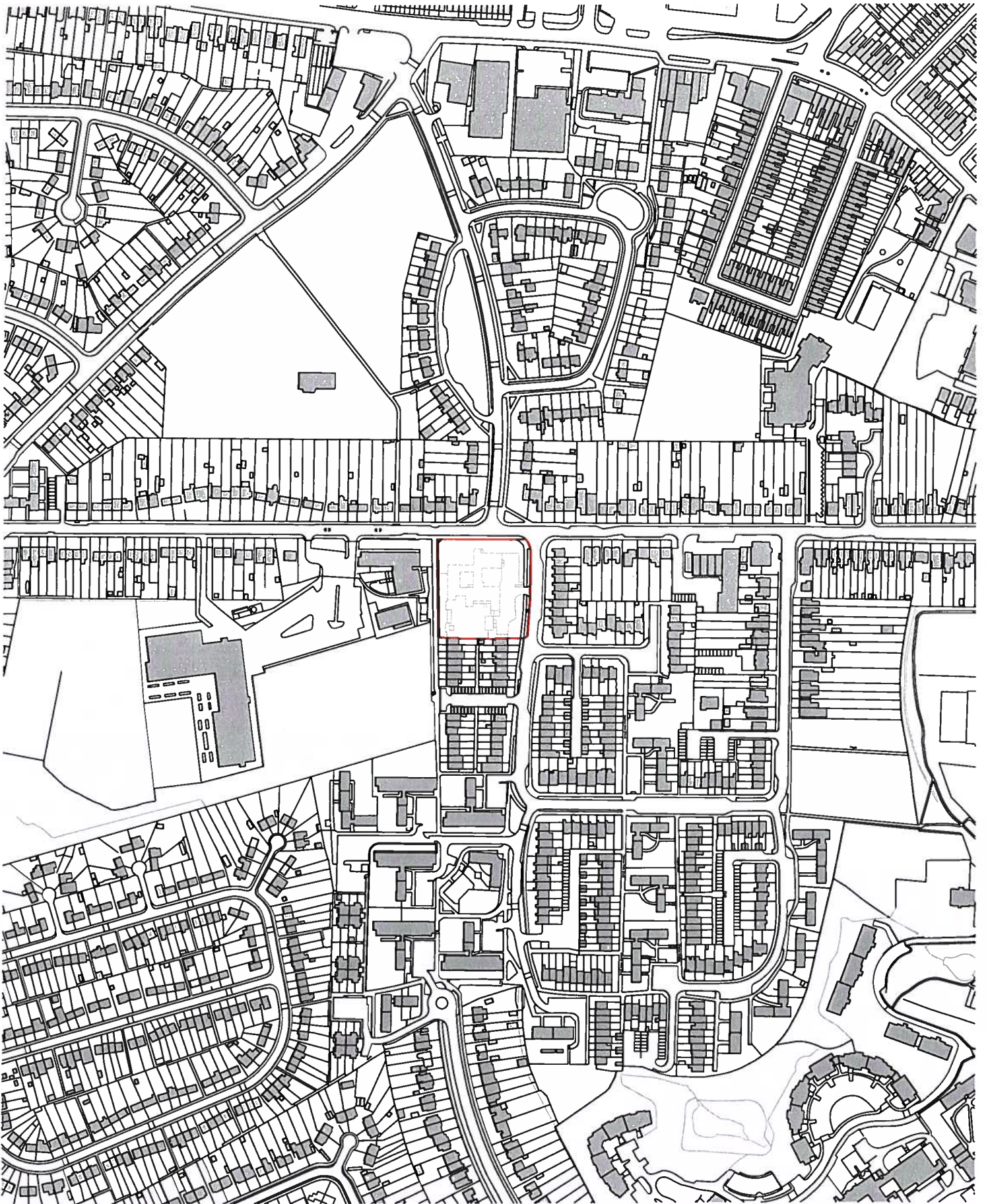
SCHEDULE 2
HIGHWAYS WORKS

The Owner covenants as follows:

1. To enter into the Highways Agreement prior to Occupation of the Development; and
2. Not to Occupy or permit the Occupation of the Development until the Highways Agreement has been entered into with the Council; and
3. To Practically Complete the Highway Works in accordance with the Highway Agreement entered into pursuant to Paragraph 1 above PROVIDED THAT in any event the Development shall not be Occupied unless and until the Highway Works have been Practically Completed.

SCHEDULE 3

(Plan and drawing number E05076-HCC-ZZ-RL-DR-A-1502)



Approved for Planning and Licensing by Reading Council on 14/02/2023

Hexham Road
PAID Day Service, Sheltered and
General Needs Accommodation

Location Plan

Legend

Application Boundary

[Handwritten signature]



1:1250 @ A1 1:2500 @ A3
EIS076-HCCP-S-01-DR-A-1000
February 2023

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

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



Authorised Signatory

Dee Anderson

Minute	See ODN
Originator	JS
Seal No.	585125
Checked	DA