

DATED 27th of November 2025

BRETT PROPERTY INVESTMENTS LTD
(the First Owner) (1)

and

PHILLIP ROBERT BRETT
(the Second Owner) (2)

and

LLOYDS BANK PLC
(the Mortgagee) (3)

and

READING BOROUGH COUNCIL
(the Council) (4)

AGREEMENT

constituting Planning Obligations relating to
LAND AT AND REAR OF 19 NEWCASTLE ROAD READING RG2 7TN
(Appl. No. 230974)

Michael Graham LLB (Hons);
MBA
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 026040

THIS AGREEMENT is made the 27th day of November 2025

BETWEEN:

- (1) **BRETT PROPERTY INVESTMENTS LTD** (Co. Regn. No.09894837) of Unit 14 Ash Industrial Estate, Kembrey Park, Swindon, United Kingdom, SN2 8UN (hereinafter referred to as "**the First Owner**"); and
- (2) **PHILLIP ROBERT BRETT** of Monterey, Lower Common, Eversley, Hook RG27 0QU. BK26182 ("**the Second Owner**"); and
- (3) **LLOYDS BANK PLC** (Co. Regn. No. 2065) Dept 3282 of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ ("**the Mortgagee**"); and
- (4) **READING BOROUGH COUNCIL** of Civic Offices Bridge Street Reading RG1 2LU ("**the Council**")

RECITALS

A. Planning Obligation

This Agreement constitutes a planning obligation within the meaning of Section 106 of the 1990 Act.

B. The Land

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.

C. Land Ownership

The First Owner is the registered proprietors of the freehold interest in the Application Land under HM Land Registry title number BK178567, BK133037, BK157925, BK118086 and BK64146 has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

The Second Owner is the registered proprietors of the freehold interest in the Application Land under HM Land Registry title number BK26182 has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

The Mortgagee has the benefit of a legal charge dated 19 January 2018 which is registered at HM Land Registry under title numbers BK26182 and BK157925 and dated 23 March 2018 which is registered at HM Land Registry under title number BK178567 and dated 15 November

2019 which is registered at HM Land Registry under title number BK133037 and dated 23 April 2021 which is registered at HM Land Registry under title number BK64146 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

D. Planning Application

An application (given reference 230974 by the Council) has been submitted to the Council for the development of the Application Land.

E. Planning Permission

The Council and the Owner having regard to the Council's statutory development plan and to all other material considerations consider that Planning Permission should be granted for the Development pursuant to the Planning Application subject to the prior completion of this Agreement

F. Community Infrastructure Regulations 2010 (as amended)

The Parties are satisfied that the planning obligations contained in this Agreement are:

- (i) necessary to make the Development acceptable in planning terms;
- (ii) directly related to the Development; and
- (iii) fairly and reasonably related in scale and kind to the Development.

It is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

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 as amended;

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 (being such persons nominated by the Council from its housing needs register in accordance with its allocation policy);

Affordable Housing Contribution means the sum of TWO HUNDRED AND SIXTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY POUNDS (£267,250.00) (Index Linked) to be used by the Council towards the provision of Affordable Housing in the Borough;

Agreement means this planning obligation by agreement pursuant to Section 106 of the 1990 Act;

Application means the application for planning permission submitted to the Council and given reference number 230974;

Application Land means the land described in the First Schedule;

Biodiversity Metric means the statutory biodiversity Metric 4.0 approved by DEFRA to quantify impacts on biodiversity that allows a biodiversity loss and/or a Biodiversity Net Gain affecting different habitats to be compared and ensures the biodiversity offsetting proposed is sufficient to compensate for any residual losses of biodiversity or provide the required biodiversity net gain for any development scheme;

Biodiversity Net Gain means a positive score when compared to the Biodiversity Unit Baseline;

Biodiversity Unit(s) means the product of the size of an area, and the distinctiveness and condition of the habitat it comprises to provide a measure of ecological value;

Biodiversity Unit Baseline means the Biodiversity Unit value of the Land;

BNG Calculation means the pre approved calculation approved under planning application reference 230974 of the projected impact of the Development on the Biodiversity Unit Baseline position and based on the contents of the Scheme of Off-site Habitat Enhancements and the Biodiversity Metric;

DEFRA means the HM Government's Department for Environment Food and Rural Affairs or any successor Government Department from time to time;

Development means the proposed demolition of no. 19 Newcastle Road and erection of 9 new dwellings with associated landscaping and parking on land to rear of no.s 17-29 Newcastle Road to be permitted by the Planning Permission;

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

Effective Date means the date of this Agreement;

Habitat Area Unit means a Biodiversity Unit measured in the area which includes various types of units including Scrubs and Heathland (and **Habitat Area Units** shall be construed accordingly);

Implementation means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act;

Index means the All Items Index of Retail Prices issued by the Office for National Statistics;

Index Linked means that the amount of each contribution or sum 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;

Monitoring Officer means the Council's Infrastructure and Monitoring Officer (within the Council's Directorate of Economic Growth and Neighbourhood Services) 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 Residential Unit 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** and **Occupied** shall be construed accordingly);

Occupation Notice means the notice to be served by the Owner upon the Council's Monitoring Officer confirming the date upon which the Residential Units will be brought into use and Occupied;

Owner means the First Owner and the Second Owner;

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 granted by the Council pursuant to the Application substantially in the form of the draft set out in Appendix 2 to this Agreement;

Residential Unit means any residential dwelling in the Development (and **Residential Units** shall be construed accordingly).

Scheme of Off-site Habitat Enhancements means a detailed scheme of off-site habitat enhancements to deliver the remaining habitat area unit of medium distinctiveness of the same broad habitat (heathland and scrub), within the Borough of Reading as measured using the statutory Biodiversity Metric where these are not provided on site under the terms of this agreement and includes:

- i. BNG Calculations in respect of the proposed planting;

- ii. Planting plans, specifications (including cultivation and other operations associated with tree establishment), tree pit specifications, schedules of plants, noting species, planting sizes and proposed planting numbers;
- iii. A timetable for implementation;
- iv. A 30 year maintenance programme from date of planting detailing all operations to be carried out to allow successful establishment of any Habitat Area Units planted;
- v. A 30 year monitoring scheme for all Habitat Area Units planted including annual reporting.

Interpretation

- 1.1 Clause headings shall not affect the interpretation of this Agreement.
- 1.2 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a company shall include any company, corporation or other body corporate wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any Party shall include that Party's successors in title and assigns and personal representatives.
- 1.7 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.
- 1.8 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.
- 1.9 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.

- 1.10 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.
- 1.11 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.
- 1.12 A reference to writing or written does not include faxes or e-mail.
- 1.13 References to Clauses, Plans, Schedules, Paragraphs and Appendices are to the Clauses, Plans, Schedules, Paragraphs and Appendices of this Agreement.

2. CONDITIONALITY

- 2.1. Subject to Clause 2.2 below this Agreement shall have immediate effect.
- 2.2. The covenants by the Owner in the Second Schedule and the Third Schedule are conditional upon the granting of the Planning Permission and Implementation of the Development.

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 (jointly and severally) the Owners' interest in the Application Land (and each and every part of it) subject to the provisions of Clause 2 (conditionality), 4 (the Owners' obligations), 5 (release) and 9 (lapse).

- 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. THE OWNERS' OBLIGATIONS

- 4.1. 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 Second and Third Schedules of this Agreement.
- 4.2. The Owner covenants with the Council 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.

5. RELEASE

- 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.
- 5.2. The releases provided for in this Clause 5 shall not apply to any prior or existing breach of this Agreement as at the date of disposal.

6. NO WAIVER

- 6.1. 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 thereof by the Owner.

7. RIGHTS OF THIRD PARTIES

- 7.1. It is not intended that any of the provisions of this Agreement be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than the Parties to this Agreement.

8. LOCAL LAND CHARGE

- 8.1. This Agreement is and shall be registered as a Local Land Charge by the Council.

9. LAPSE

- 9.1. 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 Implementation of the Development.

10. INDEXATION

- 10.1. The Affordable Housing Contribution payable under this Agreement shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the date on which the Affordable Housing Contribution is paid.

11. INTEREST ON UNPAID MONIES

- 11.1. If the Affordable Housing Contribution due under this Agreement is paid late then 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 Affordable Housing Contribution or sum due or (as the case may be) on any amount of that contribution or sum which may be outstanding from the date on which the Affordable Housing Contribution or sum (or the relevant part of it, as the case may be) is due to be paid in accordance with the terms of this Agreement up to the date of actual payment of the Affordable Housing Contribution or sum (or the relevant part of it, as the case may be).
- 11.2. Any interest paid or payable pursuant to Clause 11.1 above shall be deemed to be part of the Affordable Housing Contribution or sum due to which such interest relates.

12. LEGAL FEES

- 12.1. The Owner shall pay the Council's legal costs and expenses incurred in the preparation, negotiation and completion of this Agreement in the sum of **£2500.00** such sum to be paid to the Council prior to the Effective Date.

13. MONITORING FEE

- 13.1. The Owner agrees to pay the Council's costs and expenses incurred or to be to be incurred by the Council in the administration and monitoring of the provisions of his

Agreement in the sum of **£4450.00** such sum to be paid to the Council prior to the Effective Date

14. PAYMENTS TO THE COUNCIL

- 14.1. Any payments due to the Council under the terms of this Agreement shall 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

quoting reference: **(S106/026040/230974)** or such other reference quoted in relevant S106 Demand Notice issued in respect of the obligation.

- 14.2. No Affordable Housing Contribution or other sum required under this Agreement (or part of it) shall be paid to the Council earlier than eight (8) weeks before the date that contribution or sum falls due.

15. MORTGAGEE'S CONSENT

- 15.1. The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the security of its charge over the Application Land shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall have no liability under this Agreement unless it takes possession of the Application Land in which case it shall be deemed to be a successor in title to the Owner.

16. FUTURE SECTION 73 PERMISSION

- 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 of the 1990 Act (**Future S73 Permissions**) and unless otherwise agreed between the parties with effect from the date that the new planning permission is granted pursuant to section 73 of the 1990 Act:

16.1.1.1. the obligations in this Agreement shall (in addition to continuing to bind the Application Land in respect of the Planning Permission) relate to and bind the Application Land in respect of development pursuant to that Future S73 Permission(s); and

16.1.1.2. the definitions of Application, Development and Planning Permission shall be construed to include reference to any application for that Future S73 Permission(s), the Future S73 Permission(s) granted pursuant to that

application and the development permitted by that Future S73 Permission(s); and

- 16.1.1.3. this Agreement shall be endorsed with the following words in respect of that Future S73 Permission(s) (with the blank spaces completed with the reference number and date of issue of the relevant Future S73 Permission(s)):

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

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

17. RIGHT OF ACCESS

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

18. NO FETTER ON DISCRETION

- 18.1. 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.

19. SEVERANCE

- 19.1 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 Agreement.

20. Jurisdiction

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

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

THE FIRST SCHEDULE

(The Land)

All that land at 19 Newcastle Road Reading RG2 7TN the subject of the Application and which comprises the land registered at the Land Registry under Title Number BK178567, BK133037, BK157925, BK118086, BK64146 and BK26182 and shown edged red on the Plan at Appendix 1 to this Agreement.

THE SECOND SCHEDULE

The Owner covenants as follows:

1 Affordable Housing Contribution

- 1.1 To serve the Occupation Notice no less than 5 Working Days prior to Occupation of any Residential Units.
- 1.2 Not to Occupy or permit the Occupation of any Residential Units unless and until the Occupation Notice has been served upon the Council.
- 1.3 To pay to the Council the Affordable Housing Contribution prior to Occupation of any Residential Unit.
- 1.4 Not to Occupy or permit to be Occupied any Residential Unit unless and until the Affordable Housing Contribution has been paid to the Council in full.

THE THIRD SCHEDULE

Scheme of Off-site Habitat Enhancements

The Owner covenants as follows:

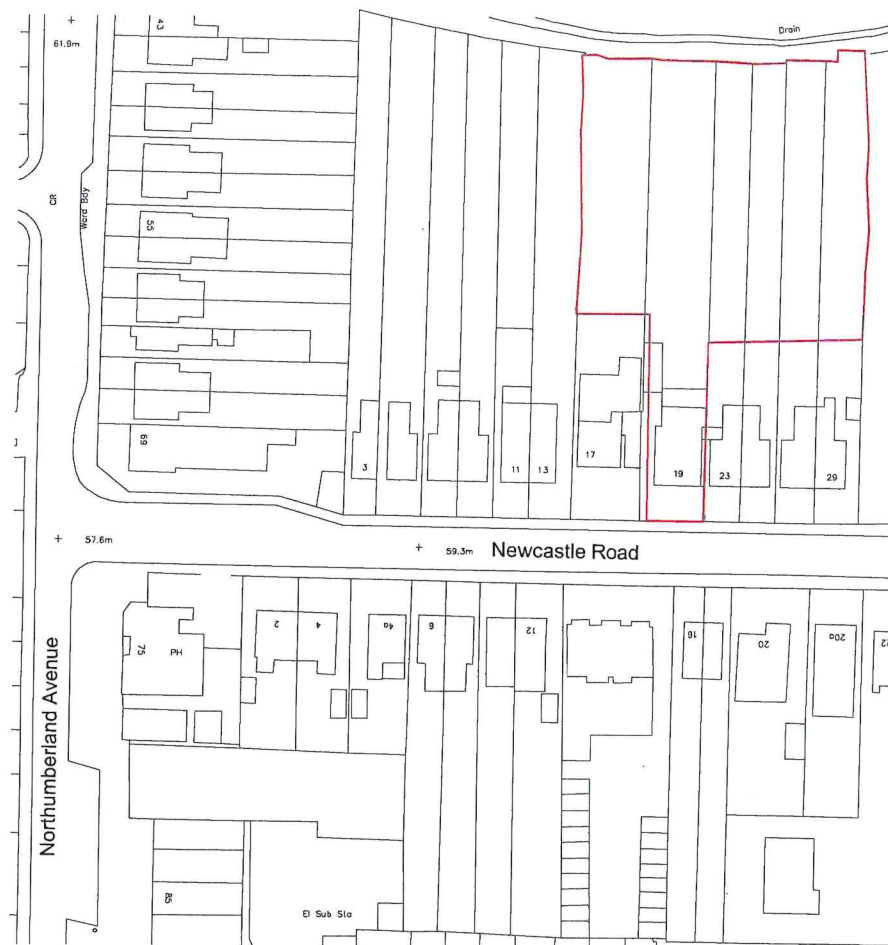
1. Prior to commencing any works above ground floor slab level to submit a detailed Scheme of Off-site Habitat Enhancements to the Council for approval.
2. Not to commence or permit commencement of the works above ground floor slab level until the Scheme of Off-site Habitat Enhancements has been approved by the Council ("Approved Scheme of Off-site Habitat Enhancements").
3. To replace any Habitat Area Unit(s) which within a period of 30 years from the date of planting, has died, removed, or become seriously damaged or diseased and any replacement to be in the first available planting season with others of similar size and species and to be agreed in writing by the Council.
4. To fully implement the Approved Scheme of Off-site Habitat Enhancements (or any variations to such agreement in writing between the Owner and the Council from time to time) at its own expense in accordance with the timetable and thereafter to maintain, monitor and replace in accordance with the approved details.

Appendix 1

(the Plan)

0 10 20 30 40

Scale Bar - 1:1250



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KEY:

— Denotes Boundary of site.

Ordnance Survey (c) Crown Copyright 2022.
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Location Plan

Scale 1:1250

AKC, All ds

Client:
Brett Property Developments Ltd

Site Address: Land to rear of 17 - 27 Newcastle Road Reading GU14 9RD	Description: Location Plan
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Drawing Number: PSD-NEWCASTLE-P-001

Date: Sept 2022 Scale: 1:1250 @ A4

Status: **PLANNING**

AutoCAD Reference:

PSD Architectural
Services

189 Lynchford Road, Farnborough,
Hampshire, GU14 9HD
Tel / Fax 01252 372 100
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Appendix 2

(The Draft Planning Permission)





Reading
Borough Council
Working better with you

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

Application for Full planning permission

To: Mr Paul Sehmi
PSD Architectural Services Ltd
189 Lynchford Road
Farnborough
GU146HD

Application No: PL/23/0974
Application type: Full planning permission

Applicant: Brett Property Investments Ltd

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: Proposed demolition of no. 19 Newcastle Road and erection of 9 new dwellings with associated landscaping and parking on land to rear of nos 17-29 Newcastle Road

At: 19 Newcastle Road, Reading, RG2 7TN

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: 19 Newcastle Road, Reading, RG2 7TN
Application No: PL/23/0974

Date: DRAFT - SUBJECT TO S106

SDV

**Acting Assistant Director, Planning,
Transport & Public Protection**

Application type: Full planning permission

CONDITIONS & REASONS

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

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

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

PSD-NEWCASTLERD-P-001 – Location Plan, dated September 2022, received 13 November 2023

22-NEWCASTLERD-002 Rev.1 – Site Plan, dated January 2023, received 13 November 2023

P210317 Rev P01 – Existing Plan, dated 8 April 2021, received 12 July 2023

TR22-4038_RUR_CEL_v1 – Existing Sections, dated 2 August 2022, received 12 July 2023

22-NEWCASTLERD-004 Rev.1 – Elevations Plots 1-9, dated January 2023, received 12 July 2023

22-NEWCASTLERD-006B – CGI Streetscenes, dated July 2023, received 12 July 2023

22-NEWCASTLERD-003 Rev.1 – Floor Plans Plots 1-9, dated January 2023, received 12 July 2023

1529-C-6000-P6 – Below Ground Drainage, dated 15 July 2022, received 12 July 2023

Written Scheme of Investigation for Archaeological Evaluation [ECUS Ltd], dated September 2022, received 12 July 2023

Preliminary Bat Roost Assessment and Nocturnal Surveys [ECUS Ltd], dated September 2022, received 15 September 2023

Preliminary Ecological Appraisal and Baseline Biodiversity Assessment V4.4 [ECUS Ltd], dated 1 November 2023, received 1 November 2023

Date: DRAFT - SUBJECT TO S106



SDV

**Acting Assistant Director, Planning,
Transport & Public Protection**

BNG Metric 4.0 Calculations, received 1 November 2023

PEA Site Photographs [ECUS Ltd], received 15 September 2023

Reptile Survey [Chase Ecological Consultancy], dated 14 June 2023, received 12 July 2023

Daylight and Sunlight Assessment Issue No.4 [T16 Design], dated 2 August 2023, received 4 August 2023

Technical Recommendation 11 RUR-CEL [Geosynthetics], dated 2 August 2022, received 12 July 2023

1529-HYDM-220808 P1 - Hydraulic Model [Spillways], dated 8 August 2022, received 12 July 2023

Phase I & II Geo-Environmental Assessment Issue 4 [EPS], dated 11 October 2022, received 12 July 2023

Planning Statement Rev. 4 [Union 4 Planning], dated July 2023, received 12 July 2023

Transport Statement Rev.C [RGP Consulting Engineers Ltd], dated 11 July 2023, received 12 July 2023

27743.NIA.01 Rev A Noise Impact Assessment Report [KP Acoustics], dated 8 January 2024, received 9 January 2024

Cover System Calculations, received 22 January 2024

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

3. **No development shall commence above foundation level** until a schedule of the materials to be used in the construction of the external surfaces of the development hereby permitted have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out and thereafter maintained in accordance with the details approved at all times.

REASON: These details are required due to insufficient information being contained within this submission and in the interests of visual amenity and ensuring the new development responds positively to the local context and character in accordance with Policy CC7 of the Reading Borough Local Plan 2019.

Date: DRAFT - SUBJECT TO S106



SDV

**Acting Assistant Director, Planning,
Transport & Public Protection**

4. **No development shall commence on site, including any works of demolition**, until a site-specific Construction Method Statement has been submitted to and been approved in writing by the Local Planning Authority. The Statement shall provide:
- a) Space on site where vehicles of site operatives and visitors can be parked with details of how site operatives and visitors will be required to make use of the parking area provided;
 - b) Location on site for storage of plant and materials used in constructing the development;
 - c) The erection and maintenance (including removal of any graffiti or fly posters) of security hoarding around the site;
 - d) Identification of any footpath closures or road closures needed during construction;
 - e) Required wheel washing facilities on site;
 - f) A scheme for recycling waste resulting from the construction works.
 - g) Measures for controlling the use of site lighting whether required for safe working or for security purposes;
 - h) Required measures to control the emission of dust, dirt and other airborne pollutants during demolition and construction;
 - i) Provisions to be made for the control of noise coming from the site during demolition and construction;
 - j) Full details of pest control measures following any demolition required. Where necessary, capping of drains/sewers and baiting arrangements.

The measures within the approved Statement shall be adhered to throughout the demolition and construction period unless otherwise agreed in writing by the Local Planning Authority.

REASON: These details are required due to insufficient information being contained within this submission and in the interests of protecting the amenity of local land uses or neighbouring residents, the character of the area and highway safety in accordance with Policy CC8 and TR3 of the Reading Borough Local Plan 2019.



SDV

5. The dwellings hereby permitted shall not be occupied until all vehicle parking spaces have been provided in accordance with the plans hereby approved. The spaces shall be kept available for parking at all times thereafter.

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

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

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

7. No dwelling hereby permitted shall be occupied until the bicycle parking facility for that dwelling has been provided in accordance with the plans hereby approved. The facility shall be kept available for bicycle parking at all times thereafter.

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

8. Prior to first occupation of the development hereby approved, the refuse and recycling storage facility shall be implemented fully in accordance with those details shown on the approved plans and thereafter retained for use by occupiers of the dwellings at all times.

REASON: In the interests of the visual amenity of the area and to ensure that bins can be easily accessed when required in accordance with Policy CC7 of the Reading Local Plan 2019.

9. No dwelling hereby approved shall be occupied until the roads serving it have been provided in accordance with the approved drawings to the satisfaction of the Local Planning Authority.

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

10. No dwelling within a plot shall be first occupied until details of an electric vehicle (EV) charging Scheme comprising a layout plan and detailed specification for a minimum nine charging points as shown on 22-NEWCASTLERD-002 Rev.1 – Site Plan, dated January 2023, received 13 November 2023 with cabling and other supporting infrastructure reasonably required to enable EV charging points to be fitted, has been submitted to and approved in writing by the Local Planning Authority.

Date: DRAFT - SUBJECT TO S106



SDV

**Acting Assistant Director, Planning,
Transport & Public Protection**

No dwelling within a plot shall be first occupied until the Scheme for that Plot has been fully provided in accordance with the approved details. The charging points shall be retained and maintained in accordance with the approved Scheme at all times thereafter.

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

11. **No development shall commence on site** until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that the dwellings hereby permitted have achieved a minimum of a 19% improvement in the dwelling emission rate over the target emission rate as defined in The Building Regulations for England Approved Document L1a: Conservation of Fuel and Power in New Dwellings (2013 edition), and built to the higher water efficiency standard under Regulation 36(3). Such evidence shall be in the form of a 'design stage' Standard Assessment Procedure (SAP), produced by an accredited energy assessor.

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

12. The development hereby permitted shall not be first occupied until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that the dwellings hereby permitted have each achieved a minimum of a 19% improvement in the dwelling emission rate over the target emission rate as defined in The Building Regulations for England Approved Document L1a: Conservation of Fuel and Power in New Dwellings (2013 edition), and built to the higher water efficiency standard under Regulation 36(3). Such evidence shall be in the form of an 'As Built' Standard Assessment Procedure (SAP), produced by an accredited energy assessor.

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

13. **No development shall commence on site (including demolition or preparatory works)** until an updated Arboricultural Method Statement and Tree Protection Plan in accordance with the relevant recommendations of appropriate British Standards or other recognised Codes of Good Practice, including BS5837:2012, for all existing trees that are not shown as being removed on the approved drawings, both within and adjacent to the site, has been submitted to and been approved in writing by the Local Planning Authority. The development shall not be carried out other than in accordance with the approved Arboricultural Method Statement and Tree Protection Plan.

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REASON: In order to ensure that appropriate protection is given to trees of amenity value within and adjacent to the site in accordance with Policy EN14 of the Reading Borough Local Plan 2019.

14. **No development shall commence on site** until a comprehensive scheme of hard and soft landscaping has been submitted to and approved in writing by the Local Planning Authority. These details shall include:
- a. Proposed finished ground and floor levels or contours, means of enclosure (including mammal gaps where appropriate), car parking layouts, other vehicle and pedestrian access and circulation areas;
 - b. Hard surfacing materials and minor artefacts and other ancillary structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting, external services, etc);
 - c. Soft landscaping details shall include planting plan, specification (including cultivation and other operations associated with plant and grass establishment), tree pit specifications, schedules of plants, noting species, planting sizes and proposed numbers/densities where appropriate, and implementation timetable;
 - d. A maintenance programme detailing all operations to be carried out in order to allow successful establishment of planting;
 - e. Routes and details of proposed and existing functional services above and below ground including foul and surface water drainage, soakaways and SUDs details, power, communications cables and water and gas supply pipelines, including access points.

The approved hard and soft landscaping scheme shall be carried out in accordance with the approved details prior to the occupation of any part of the development or in accordance with a timetable approved in writing by the Local Planning Authority prior to first 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: These details are required prior to commencement of development because of insufficient information contained within this submission and in the interest of ensuring

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that the landscaping of the development enhances the visual local environment and in accordance with Policy CC7 of the Reading Borough Local Plan 2019.

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

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

16. Notwithstanding the provisions of Part 1, Schedule 2, Article 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), no development within Class A (enlargement, improvement or other alteration) or Class E (building or enclosure, swimming or other pool required for a purpose incidental to the enjoyment of the dwellinghouse) shall be carried out within the curtilage of plots 1-7 without express planning permission from the Local Planning Authority.

REASON: Due to the constrained nature of the site and as unrestricted development could harm the root protection areas of nearby trees protected by Tree Preservation Order and need to be controlled in accordance with Policy EN14 of the Reading Borough Local Plan 2019.

17. **No development shall commence on site (including demolition or preparatory works)** until details of a habitat enhancement scheme are submitted to and approved in writing by the Local Planning Authority. The scheme is to include a programme for implementation and ongoing maintenance. The habitat enhancement scheme shall thereafter be implemented and adhered to in accordance with agreed programme.

REASON: Details are required prior to commencement as insufficient information was submitted with the application and in order to avoid harm to habitats and species whilst securing biodiversity enhancement in the long term. This accords with Paragraph 175 of the NPPF (2019), Policy EN12 of the Reading Borough Local Plan 2019, the Wildlife and Countryside Act 1981 (as amended) and The Conservation of Habitats and Species Regulations 2017.

18. **No development shall commence on site** until a detailed acoustic fencing modelling scheme, informed by the submitted 27743.NIA.01 Rev A Noise Impact Assessment Report [KP Acoustics], dated 8 January 2024, received 9 January 2024, of the current

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noise environment, for protecting the external amenity areas from the external noise environment of the area has been submitted to and approved, in writing, by the Local Planning Authority.

Thereafter, the development shall not be carried out other than in accordance with the approved scheme which shall be completed before any part of the accommodation hereby approved is occupied, unless the Local Planning Authority otherwise agrees in writing.

REASON: These details are required due to insufficient information being contained within this submission and in order to safeguard the amenity of occupants in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

19. The approved contaminated land remediation scheme (comprising all documents relating to land contamination) under Condition 2 shall be implemented in accordance with the approved timetable of works. A validation report (that demonstrates the effectiveness of the remediation carried out) shall be submitted to and approved by the Local Planning Authority before construction above foundation level.

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

20. In the event that contamination is found at any time when carrying out the approved development not previously identified, development shall be halted on that part of the site the contamination reported in writing to the Local Planning Authority.

An assessment of the nature and extent of contamination shall be undertaken and where remediation is necessary a remediation scheme, together with a timetable for its implementation, shall be submitted in writing to the Local Planning Authority for its written approval.

The measures in the approved remediation scheme shall be implemented in accordance with the approved timetable. Halted works shall not be re-commenced until the measures identified in the approved remediation scheme have been completed and a validation report has been submitted to and been approved in writing by the Local Planning Authority.

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

21. 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

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at any time on Sundays and Bank or Statutory Holidays without prior written approval from the Local Planning Authority.

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

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

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

23. The development shall take place in accordance with the Written Scheme of Investigation for Archaeological Evaluation [ECUS Ltd], dated September 2022, received 12 July 2023, approved under Condition 2. The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the WSI and the provision made for analysis, publication and dissemination of results and archive deposition has been secured.

REASON: The site lies in an area of archaeological potential, particularly for, but not limited to, Prehistoric Roman remains. The potential impacts of the development can be mitigated through a programme of archaeological work. This is in accordance with Policy EN2 of the Reading Local Plan 2019.

INFORMATIVES

1. 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.
2. In accordance with Article 35 (DMPO 2015) some conditions have been highlighted to make clear that they require approval from the Local Planning Authority before any development begins. This is because the details need to be designed or works implemented before any other works start on the site or are of a nature that it would be impractical to consider after work has started.

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3. A Building Regulations application may be required for the proposed development. Please go to our website for more advice.

<https://www.reading.gov.uk/planning-and-building-control/building-control/apply-for-building-control/>

You can also find advice and submit an application using the Planning Portal.

4. 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.
5. 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
6. 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
7. The Council introduced the Community Infrastructure Levy (CIL) on 1st April 2015. CIL is a way of securing financial contributions towards infrastructure from new development and partially replaces the Section 106 planning obligation regime. It is a set charge per sq. m of floorspace for different uses, and, unlike Section 106, it is non-negotiable. It applies to developments which result in at least one dwelling; where the space has not been in lawful use for 6 months within the last 3 years or 100 sq. m of new floorspace. For this approved development the CIL status is CHARGEABLE. 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.

For more information go to:

https://images.reading.gov.uk/2019/12/CIL_Advice_to_Applicants.pdf

8. You are advised that only tree works included within the approved Tree Survey/Arboricultural Method Statement are approved by virtue of this consent. Any other works to trees subject to a Tree Preservation Order or to Conservation Area

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status will require submission of a tree works application or Section 211 Notice respectively.

9. You are advised that a record of adherence to the approved method statement and other required records are essential to allow the discharge of the condition at the end of the development. Failure to provide periodic photographic evidence may prevent the discharge of the condition.
10. The Council's Highways section should be contacted at 19 Bennet Road, Reading, RG2 0QX, telephone: 0118 937 2138, to agree the access construction details and to grant a licence before any work is carried out within the highway. A formal application should be made allowing at least 4 weeks' notice to obtain details of underground services on the applicants' behalf.
11. You are advised that installation of underground services should follow the guidance within National Joint Utilities Group Volume 4: Guidelines for the planning, installation and maintenance of utility apparatus in proximity to trees. Issue 2 (NJUG 4) in order to avoid root damage to adjacent trees during installation.
12.
 - 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.
13. The Local Planning Authority has worked positively and proactively with the applicant to resolve relevant matters to allow permission to be granted within the prescribed target or agreed extended timescale for the decision to be issued.

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NOTES

APPEALS TO THE SECRETARY OF STATE

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

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

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

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

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

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.

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Reading
Borough Council

Working better with you

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/>

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**Acting Assistant Director, Planning,
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Executed as a Deed by)
BRETT PROPERTY INVESTMENTS)
LTD acting by Phillip Robert Brett a)
director:

sign here:

[Signature]

Director

print name: PHILLIP BRETT

In the presence of:

Witness signature:

Witness sign here: *[Signature]*

Witness name:

print name: DANIEL BRADBURY

Witness address:

7 GREENA GARDENS

RICHMOND

TW9 1XP

Witness occupation:

Executed as a Deed by)
PHILLIP ROBERT BRETT)
)

sign here:

[Signature]

print name: PHILLIP BRETT

In the presence of:

Witness signature:

Witness sign here: *[Signature]*

Witness name:

print name: DANIEL BRADBURY

Witness address:

7 GREENA GARDENS

RICHMOND

TW9 1XP

Witness occupation:

Executed as a Deed by)
LLOYDS BANK PLC acting by an)
attorney:)

sign here:

EXECUTED AS A DEED

BY SENIOR CASE HANDLER
as authorised signatory for
Lloyds Bank plc
in the presence of (signature of witness)

[Signature]
JENNIFER MASON
Wobaston Rd, Wolverhampton WV9 5LZ

Per Pro
Lloyds Bank plc

[Signature]
DEBBIE REED

Senior Case
Handler

In the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

Attorney

print name:

Witness sign here:

print name:

EXECUTED (BUT NOT DELIVERED)

UNTIL THE DATE HEREOF by)

the affixing of THE COMMON)

SEAL of READING BOROUGH)

COUNCIL in the presence of: -)

Authorised Signatory

Minute	PAC(4)(a) 24 May 2023
Originator	PT
Seal No.	647/25
Checked	D.A.


Dee Anderson

DATED 27th of November 2025

BRETT PROPERTY INVESTMENTS LTD
(the First Owner) (1)

and

PHILLIP ROBERT BRETT
(the Second Owner) (2)

and

LLOYDS BANK PLC
(the Mortgagee) (3)

and

READING BOROUGH COUNCIL
(the Council) (4)

AGREEMENT

constituting Planning Obligations relating to
LAND AT AND REAR OF 19 NEWCASTLE ROAD READING RG2 7TN
(Appl. No. 230974)

Michael Graham LLB (Hons);
MBA
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 026040