

DATED

3rd October,

2024

UNILATERAL UNDERTAKING

By

READING BOROUGH COUNCIL

under

Section 106 Town & Country Planning Act 1990

constituting a Planning Obligation

relating to

Central Club, 36-42 London Street, Reading, RG1 4SQ

(Application No: 221364)

**M Graham
Assistant Director of Legal & Democratic Services
Reading Borough Council
Civic Offices Civic Centre
Reading RG1 7AE**

IKEN 024953

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THIS UNILATERAL UNDERTAKING is made the 3rd October, 2024 BY

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

FOR ENFORCEMENT BY

- (2) **READING BOROUGH COUNCIL** of Civic Offices Civic Centre aforesaid as Local
Planning Authority ("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 BK60528 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.
- (C) The Parties are satisfied that the planning obligations contained in this Deed are:
- (i) necessary to make the Development acceptable in planning terms;
 - (ii) directly related to the Development; and
 - (iii) fairly and reasonably related in scale and kind to the Development.

It is agreed as follows:

1 Definitions

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

1980 Act means the Highways Act 1980;

1990 Act means the Town and Country Planning Act 1990;

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 an amount equal to 11.4% (eleven and four-tenths percent) of the Gross Development Value of the Development as Approved by the Council to be used by the Council (if received) towards the provision of Affordable Housing within the Local Area;

Affordable Housing Mix means a tenure mix comprising a minimum of three (3) of the Affordable Housing Units as the Reading Affordable Rent Units and a minimum of two (2) of the Affordable Housing Units as First Homes;

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

Affordable Housing Units means the Reading Affordable Rent Units and the First Homes Units;

Deed means this deed containing unilateral undertakings;

Application means the application for the Planning Permission and given the reference number 220258;

Application Land means land at Central Club, 36-42 London Street, Reading, RG1 4SQ being land against which this Deed may be enforced as shown edged in red on the plan appended at Schedule 1 to this Deed;

Approval means the written approval on behalf of the Council from the Assistant Director of Planning, Transport and Public Protection Services to the Owner or such other officer of the Council who is from time to time responsible for dealing with and/or approving matters set out in this Deed such approval not to be unreasonably withheld or delayed 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;

Carbon Off-Setting Assessment means an as-built assessment prepared at the Owner's expense by an independent assessor accredited to carry out Standard Assessment Procedure Reviews showing:

- a) the improvement in regulated emissions achieved over the Target Emissions Rate in the 2013 Building Regulations for each Residential Unit;
- b) the calculation of the Zero Carbon Offset Contribution, taking into account any payment of the Zero Carbon Contribution;

Commencement means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act but (for the purposes of this Deed only) not including any works of removing any above ground materials (excluding buildings) from the Application Land, temporary landscaping, 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 Facility means the part of the Building shown shaded yellow on plan 426 03-10 D in Schedule 1;

Construction ESP means the ESP to be Approved by the Council which incorporates the Employment and Skills Measures and accords with the construction phase provisions of the Employment Skills and Training SPD;

Construction ESP Contribution means the sum of TWO THOUSAND ONE HUNDRED AND NINETY-TWO POUNDS AND SIXTY PENCE (£2,192.60) to be paid to the Council and applied by its Partner Organisation towards the Employment and Skills Measures;

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 Deed;

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

Discount Market Price means a sum which is the Market Value discounted by at least 30%;

Disposal means the grant or assignment of a leasehold interest in a First Home other than:

- (a) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner; and
- (B) an Exempt Disposal

and "Disposed" and "Disposing" shall be construed accordingly;

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

Effective Date means the date of this Deed;

Eligible Person means a person or household in Housing Need and/or unable to afford housing on the open market at prevailing open market values including those on incomes which are insufficient to enable them to afford housing on the open market and who are nominated by the Council from its housing needs register in accordance with the Council's allocation policy;

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

Employment Skills and Training SPD means the Employment Skills and Training Supplementary Planning Document as adopted by the Council on 15 April 2013;

ESP means an employment and skills plan that:

- (a) identifies and promotes in collaboration with the Partner Organisation (or any other organisation as the Council may nominate) employment opportunities generated in relation to the construction of the Development;
- (b) targets Local Labour in relation to, in the case of the Construction ESP, the construction of the Development;
- (c) identifies the means of, and the timetable, for implementing and/or seeking to achieve the identified objectives of the relevant ESP; and
- (d) establishes the reporting mechanisms on the progress in implementing and/or achieving the objectives of the relevant ESP PROVIDED THAT reports must be submitted to the Council on no less than a six (6) monthly basis;

Exempt Disposal means the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner
- (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order
- (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling;

Expert means an independent and fit person holding professional qualifications appropriate in light of the subject matter of the dispute, to be appointed (in the absence of agreement between the parties) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications;

First Homes means the two (2) Affordable Housing Units to be disposed of to a First Time Buyer at a sum which is the Discount Market Price and which on its first disposal does not exceed two hundred and fifty thousand pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State;

First Homes Owner means the person or persons having the leasehold interest in a First Home other than:

- (a) the Owner; or
- (b) another developer or other entity to which the leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home;

First Homes Units means the two (2) Affordable Housing Units to be sold as First Homes comprising:

- (a) one (1) x 1 (one) bedroom units, consisting of Unit 1 at ground floor level, as shown on the Unit Location Plans;
- (b) one (1) x 2 (two) bedroom unit, consisting of Unit 3 at first floor level, as shown on the Unit Location Plans;

First Time Buyer means a first-time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;

Gross Development Value means the mean average of two independent valuations undertaken by suitably qualified valuers (Member of Royal Institute of Chartered Surveyors or equivalent) provided to the Council (procured by the Owner at its own expense and subject to the valuers explicitly owing a duty of care to the Council) detailing the gross development value of the Development for the purposes of determining the quantum of the Affordable Housing Contribution;

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 Deed and any other sum referred to in this Deed 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;

Marketing means advertisement of and promotion of (where the context so admits):

- (a) land comprised in the Application Land; and/or
- (b) Buildings or parts of Buildings comprised in the Development in such locations and at such a price as would be appropriate and consistent with open market value and otherwise suitably exposed to the market to ensure that the potential occupiers/purchasers could be reasonably expected to be aware of the opportunity

and **Market** shall be construed accordingly;

Market Units means a Residential Unit that is not an Affordable Housing Unit;

Market Rent means the estimated amount for which under the terms of this Deed a property should lease (let) (unconditionally for cash consideration) by private treaty on the date of valuation between a willing lessor and a willing lessee in an arm's-length transaction (after proper Marketing) in which the parties had each acted knowledgeably prudently in full knowledge of this Deed and without compulsion on the following principal lease terms:

- (a) with vacant possession;
- (b) free from encumbrances;
- (c) that the state of the market level of values and other circumstances were on an earlier assumed date of exchange of contracts the same as on the date of valuation; and
- (d) that no account is taken of any additional bid by a prospective purchaser with a special interest;

Market Value means the estimated amount for which an interest in real property should be leased or sold (as the case may be) on the valuation date:

- (a) between a willing lessor/seller and a willing lessee/buyer on appropriate terms in an arm's length transaction;
- (b) after proper marketing for a reasonable period; and

- (c) where the parties had each acted knowledgeably, prudently and without compulsion;

Monitoring Fee means the sum of EIGHT HUNDRED pounds (£800.00) as a contribution towards the Monitoring Officer's costs of monitoring the provisions of this Deed;

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

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 Deed and its respective successors and those deriving title under it (and **Parties** shall be construed accordingly);

Partner Organisation means the economic development company Reading UK CIC (Co. Registration No. 5671172) mandated by the Council and the Reading 2021 Local Strategic Partnership to lead on economic development (Memorandum of Understanding dated 5 February 2008) whose registered office is at 5th Floor, Thames Tower, Station Road, Reading, Berkshire, England, RG1 1LX or any successor or similar organisation or organisations having similar objectives to Reading UK CIC and nominated by the Council in writing to the Owner (or nominated in writing by the Owner to the Council and approved in writing by the Council) from time to time as the partner organisation for the purposes of an Approved ESP;

Planning Permission means planning permission for the Development to be granted on appeal pursuant to the Application;

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

Reading Affordable Rent Units means the three (3) Affordable Housing Units to be let to an Eligible Person at Reading Affordable Rent comprising:

- (a) two (2) x 1 (one) bedroom units, consisting of Unit 4 at first floor level and Unit 8 at second floor level, as shown on the Unit Location Plan;
- (b) one (1) x 2 (two) bedroom unit, consisting of Unit 2 at ground floor level, as shown on the Unit Location Plan;

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

Reasonable Endeavours means that (subject to the other terms of this Deed) the Party under such an obligation will:

- a) 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 Party will not be required

to issue proceedings (including any appeal) in any court, public inquiry or other hearing; and

- b) keep proper records and evidence of such endeavours;

Registered Provider means an affordable housing provider as provided for in the Housing and Regeneration Act 2008;

Relevant Date means the date when the relevant Updated Viability Appraisal is submitted to the Council in accordance with this Deed;

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

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 and/or the Buildings (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);

Sustainable Design and Construction SPD means the Sustainable Design and Construction SPD as adopted by the Council in December 2019;

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

Standards means the core standards in relation to the internal environment, sustainability and external environment of the Affordable Housing Units as set out in the document entitled 'Design and Quality Standards 2007', as published by the then Homes and Communities Agency, or such other design standards that are published by Homes England and in force at the time when the relevant Building is Commenced;

Transfer means:

- (a) the completion of the transfer of the freehold interest; or
- (b) the grant of a leasehold interest (for a term of not less than one hundred and twenty-five (125) years),

and for the avoidance of doubt Transfer shall not mean the exchange of contracts (and **Transferred** shall be construed accordingly);

Transfer Date means the anticipated date of Practical Completion of the relevant Affordable Housing Unit(s);

Trigger Date means the date of Substantial Completion of the fourteenth (14th) Residential Dwelling;

Unit Location Plans means the Plans titled Ground Floor Plan Ref 426 03-10 D, First Floor Plan Ref 426 03-11 D and Second Floor Plan Ref 426 03-12 D included in Schedule 1 to this Deed;

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

Zero Carbon Contribution means a contribution towards carbon off-setting within the Borough of TWELVE THOUSAND TWO HUNDRED AND FORTY POUNDS (£12,240); and

Zero Carbon Offset Contribution means a contribution towards carbon off-setting within the Borough of ONE THOUSAND EIGHT HUNDRED POUNDS (£1,800) per remaining tonne (calculated as SIXTY (£60) / tonne over a THIRTY (30) year period), where the remaining tonnage is calculated in accordance with the formula set out in the Sustainable Design and Construction SPD as follows:

$$(\text{Target Emissions Rate}) - (35\% \text{ CO}_2/\text{m}^2/\text{yr}) = (65\% \text{ CO}_2/\text{m}^2/\text{yr})$$



2 Interpretation

- 2.1 Clause headings shall not affect the interpretation of this Deed.
- 2.2 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 A reference to a company shall include any company, corporation or other body corporate wherever and however incorporated or established.
- 2.4 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular.
- 2.5 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders.
- 2.6 A reference to any Party shall include that Party's successors in title and assigns and personal representatives.
- 2.7 References in this Deed to the Council shall include any successor to its functions as the local planning authority in relation to the Application Land and any body to which all or part of its functions may lawfully have been transferred.
- 2.8 An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done and an obligation on a person to do something includes an obligation to procure that thing to be done.
- 2.9 Where an obligation falls to be performed by more than one person the obligation can be enforced against every person so bound jointly and against each of them individually.

- 2.10 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.11 Save as specified to the contrary any reference to Act of Parliament whether general or specific shall include any modification or re-enactment thereof for the time being in force and shall also include all instruments, orders, plans, regulations, by-laws and directions for the time being made issued or given thereunder or deriving validity therefrom.
- 2.12 A reference to writing or written does not include faxes or e-mail.
- 2.13 References to Clauses, Plans, Schedules, Paragraphs and Appendices are to the Clauses, Plans, Schedules, Paragraphs and Appendices of this Deed.

3 Legal Effect

3.1 This Deed is made pursuant to:

- (a) section 106 of the 1990 Act;
- (b) section 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), 6.2 (lapse) and 6.5 (release).

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

3.3 This Deed 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 Deed, this Deed is conditional upon:

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

save for Clause 6 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 3 (Triggers), 4 (Employment Skills and Training), 5 (Zero Carbon Offset), 6 (Community Facilities) and 7 (Affordable Housing) of this Deed.

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 Deed.

6 Agreements and Declarations

6.1 Fees

6.1.1 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 Deed; and
- (b) the Monitoring Fee.

6.2 Lapse

6.2.1 The obligations in this Deed 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.

6.3 Future Development

6.3.1 Nothing in this Deed 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 Deed.

6.4 Statutory Undertakers

6.4.1 This Deed 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.

6.5 Release

6.5.1 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 Deed 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 Deed.

6.5.2 The releases provided for in this Clause 6.5 shall not apply to any prior or existing breach of this Deed as at the date of disposal.

6.6 Right of access

6.6.1 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.

6.7 No waiver

6.7.1 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 Deed 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.

6.8 No Fetter on Discretion

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

6.9 Severance

6.9.1 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.

6.10 Indexation

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

6.11 Interest on unpaid monies

6.11.1 If any Contribution and/or other sum due under this Deed is paid late the Owner shall pay to the Council interest at the rate of eight percent (8%) per annum above the base rate of the Bank of England for the time being in force on the sum of the Contribution due or (as the case may be) on any amount of that Contribution which may be outstanding from the date on which the Contribution (or the relevant part of it, as the case may be) is due to be paid in accordance with the terms of this Deed up to the date of actual payment of the Contribution (or the relevant part of it, as the case may be).

6.11.2 Any interest paid or payable pursuant to Clause 6.11.1 above shall be deemed to be part of the Contribution or sum due to which such interest relates.

6.12 Payments to the Council

6.12.1 All Contributions and other sums due to the Council under the terms of this Deed shall (unless otherwise notified in writing by the Council to the Owner) be paid to the Council 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: 106/221364/024943 or other reference quoted by the Council in the relevant S106 Demand Notice issued in respect of the obligation,

6.13 Third Party Rights

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

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

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

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

6.14 Local Land Charge

6.14.1 This Deed is and shall be registered as a local land charge by the Council.

6.15 Change of Ownership

6.16 Save for disposal of individual Residential Units and any disposal to a statutory undertaker/utility company 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 Deed 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.

6.17 Jurisdiction

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

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

Schedule 1 – Plans and Drawings

[Site Plan]

[Unit Location Plans]



Handwritten signature: ARZ.



Collaborating with:
Red Line Land
Central Club Ltd.

Job:	Drawing:	Revision:
426	02-00	-

Project:
Central Club
Reading RG1 3SQ

Drawing Name:
Site location plan

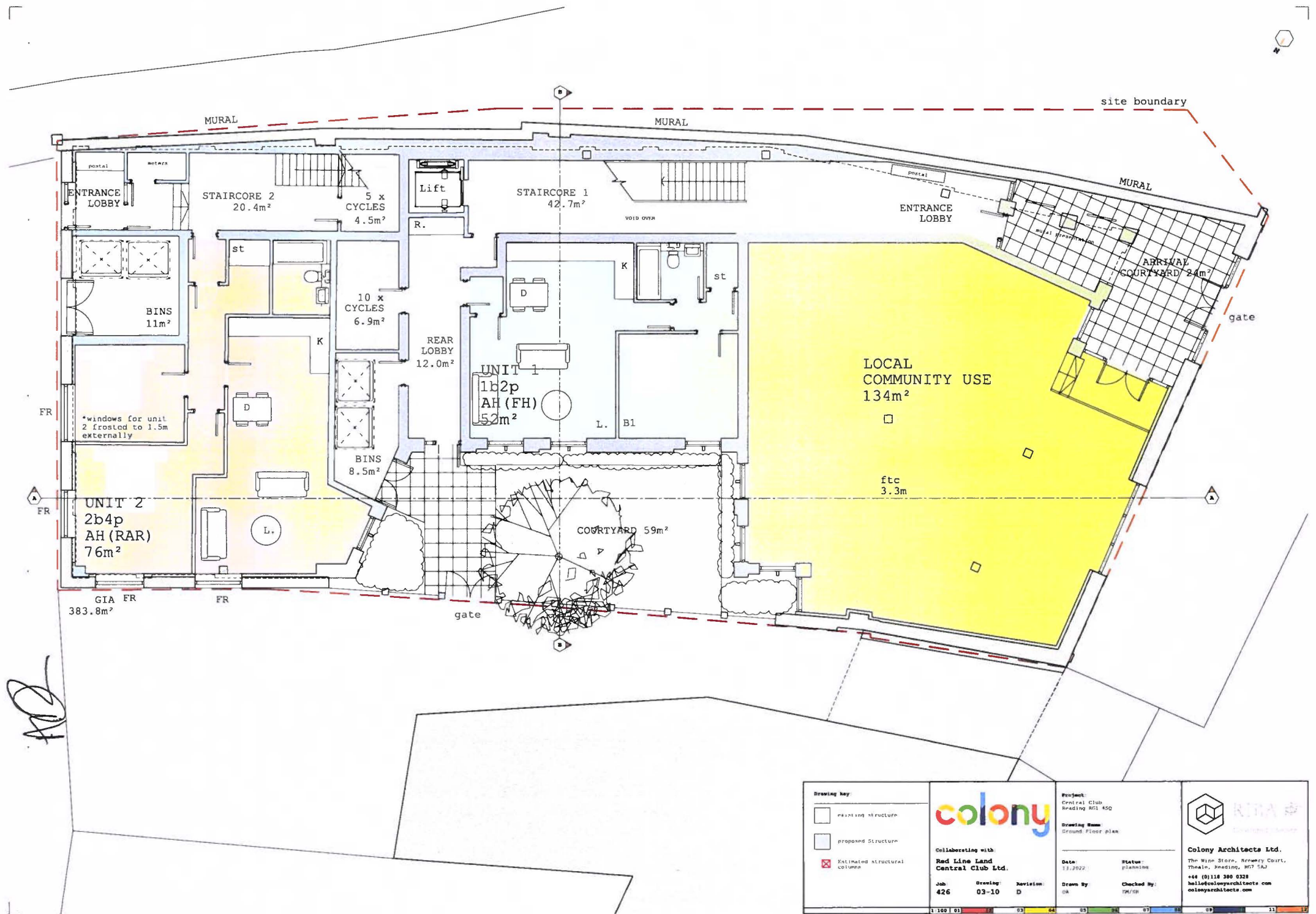
Date: 11.2019	Status: planning
Drawn By: HK	Checked By: EM:SH



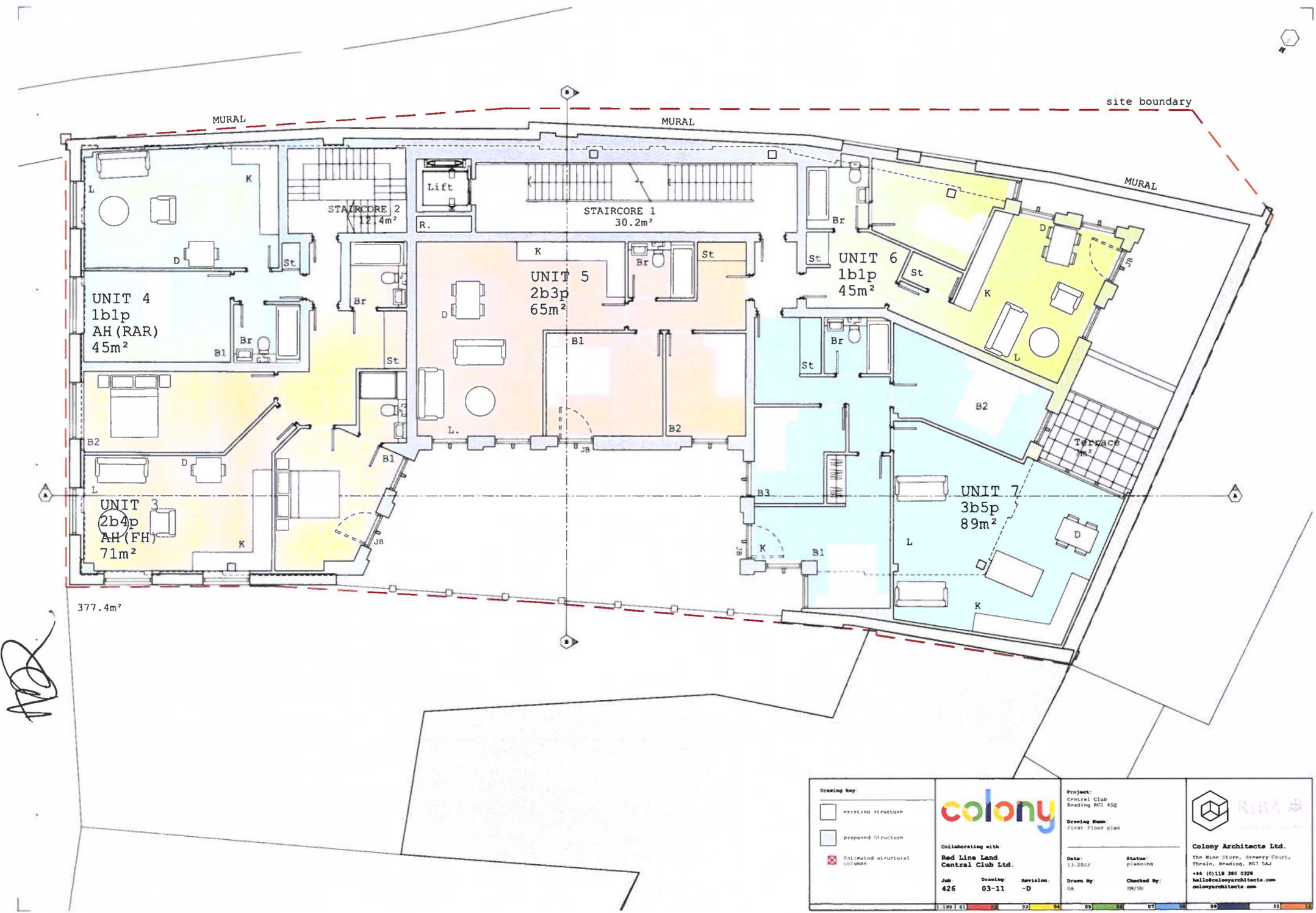
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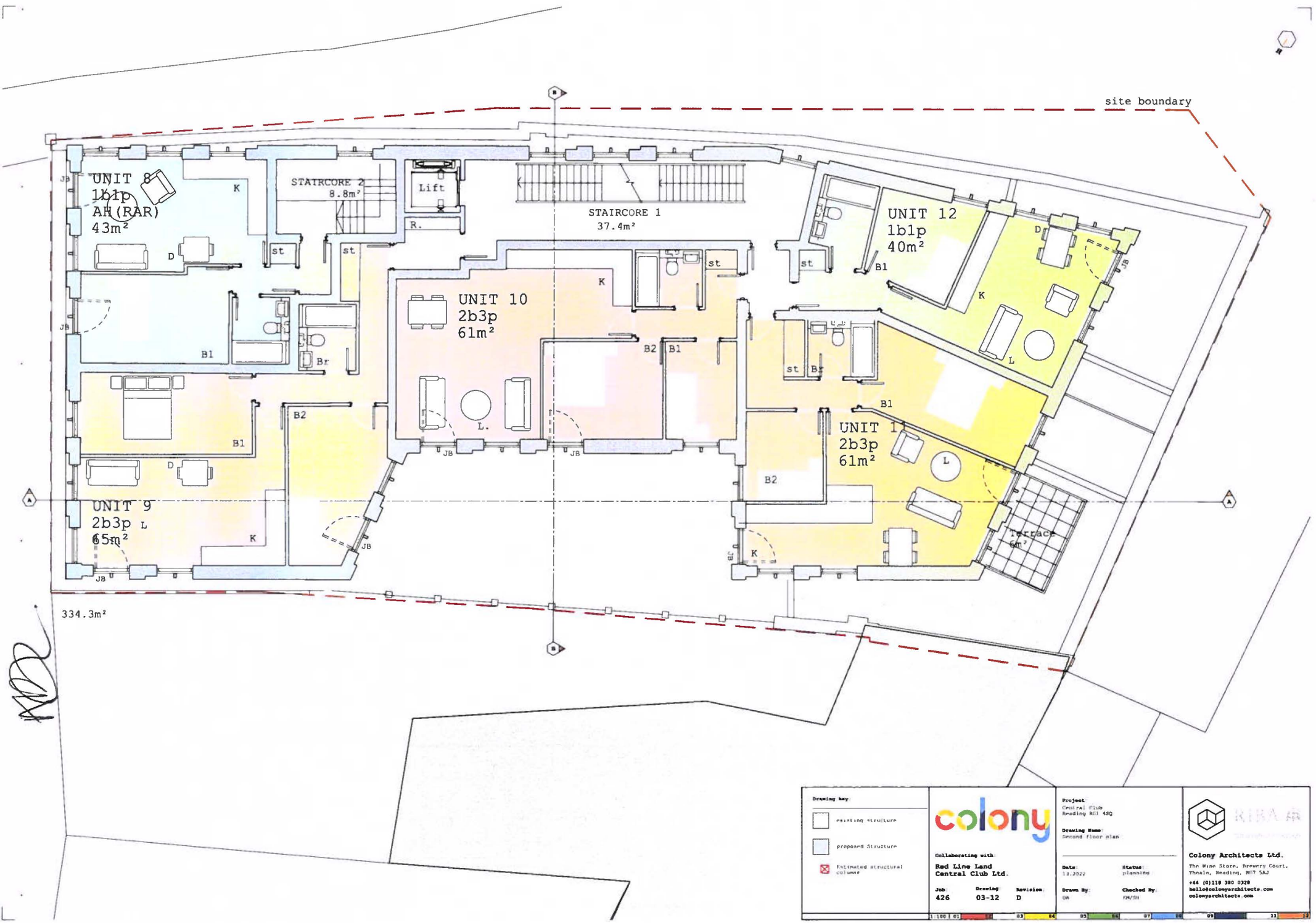




Drawing key: ☐ existing structure ☐ proposed structure ☒ Estimated structural columns	colony Collaborating with Red Line Land Central Club Ltd. Job: 426 Drawing: 03-10 Revision: D	Project: Central Club Reading RG1 4SQ Drawing Name: Ground Floor plan Date: 13.02.2022 Status: planning Drawn By: GK Checked By: GK/GB	RTA Colony Architects Ltd. The Wine Store, Brewery Court, Theale, Reading, RG7 1AJ +44 (0)114 380 0328 hello@colonyarchitects.com colonyarchitects.com
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Drawing key: - existing structure - proposed structure - Estimated structural column	colony Collaborating with Red Line Land Central Club Ltd. Job: 426 Drawing: 03-11 Revision: -D	Project: Central Club Reading RG1 4SQ Drawing Name: First floor plan Date: 13.2022 Status: planning Drawn By: DA Checked By: JN/DB	RIBA Colony Architects Ltd. The Wine Store, Brewery Court, Thrain, Reading, RG7 5AJ +44 (0)118 380 0328 hello@colonyarchitects.com colonyarchitects.com
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Drawing key: - existing structure - proposed structure - Estimated structural column	colony Collaborating with: Red Line Land Central Club Ltd. Job: 426 Drawing: 03-12 Revision: D	Project: Central Club Reading RG1 4SQ Drawing Name: Second floor plan Date: 13.2022 Status: planning Drawn By: GH Checked By: RM/SH	RIBA Registered Architect Colony Architects Ltd. The Wine Store, Brewery Court, Thames, Reading, RG1 5AJ +44 (0)118 380 0328 hello@colonyarchitects.com colonyarchitects.com
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Schedule 2 – the Development

Demolition of existing building (mural wall to be retained and restored), construction of new building to accommodate a community space (Use Class F2) and 17 no. residential flats (Use Class C3), with associated works and landscaping

Schedule 3 – Triggers

1 Triggers

- 1.1 Subject to Paragraph 1.2 below, to provide the Council with no less than ten (10) Working Days' prior written notice of the following events:
- (a) Commencement of the Development;
 - (b) first Occupation;
 - (c) the date that is three (3) months prior to any Transfer Date.
- 1.2 If any of the events listed in Paragraph 1.1 above are to occur within ten (10) Working Days of the Effective Date, to provide the Council with prior written notice of that event as soon as possible but it is agreed that such notice does not need to be given ten (10) Working Days in advance.

Schedule 4 - Employment Skills and Training

1 Construction ESP Contribution

- 1.1 Not to Commence unless and until the Construction ESP Contribution has been paid to the Council.

Schedule 5 - Zero Carbon Offset

1 Zero Carbon Offset

- 1.1 Not to Commence the Development until the Zero Carbon Contribution has been paid to the Council.
- 1.2 Not to Occupy the Development until the Carbon Off-Setting Assessment has been Approved by the Council (unless a different timescale is agreed in writing with the Council to reflect the characteristics of the development).
- 1.3 Not to Occupy the Development until the Zero Carbon Off-Setting Contribution has been paid to the Council.

Schedule 6 – Community Facility

- 1 Community Facility
 - 1.1 To Practically Complete (at its own cost and expense) the Community Facility in accordance with the Planning Permission.
 - 1.2 To lease the Community Facility on terms to be Approved by the Council, provided that the rent (including Service Charges) for any such lease shall be set at one peppercorn per annum for a minimum of twenty-five (25) years.

Schedule 7 - Affordable Housing

1 Affordable Housing

1.1 Unless otherwise Approved by the Council, to Practically Complete (at its own cost and expense) the Affordable Housing Units in accordance with:

- (a) this Schedule;
- (b) the Planning Permission;
- (c) the Standards; and
- (d) the Affordable Housing Mix.

2 Reading Affordable Rent Units

2.1 Not to Transfer or Occupy (or permit to be Occupied) more than nine (9) of the Market Units unless and until the Reading Affordable Rent Units have been:

- (a) Practically Completed and are available for Occupation; and
- (b) Transferred to a Housing Association or Registered Provider.

2.2 To use all Reasonable Endeavours to ensure that the Reading Affordable Rent Units are marketed and transferred to a Housing Association or Registered Provider, such Reasonable Endeavours to include marketing the Reading Affordable Rent Units to at least five (5) different Housing Associations and/or Registered Providers.

2.3 To provide the Council with:

- (a) no less than ten (10) Working Days' written notice of the proposed Transfer pursuant to Paragraph 2.1 above; and
- (b) written notice of the Transfer having been completed pursuant to Paragraph 2.1 above.

2.4 Not to use (or permit to be used) the Reading Affordable Rent Units except for the provision of Affordable Housing in accordance with the Planning Permission and the obligations, stipulations and other matters set out in this Deed.

2.5 Upon the date that is three (3) months prior to the Transfer Date, to notify the Council in writing if any of the Reading Affordable Rent Units have not at that time been Transferred to a Housing Association or a Registered Provider.

2.6 No later than five (5) Working Days after the Transfer Date, to notify the Council in writing if any of the Reading Affordable Rent Units have not at that time been Transferred to a Housing Association or a Registered Provider.

2.7 If any of the Reading Affordable Rent Units have not been Transferred to a Housing Association or a Registered Provider by the Transfer Date:

2.7.1 To submit to the Council evidence of the Reasonable Endeavours taken to secure the Transfer of the Reading Affordable Rent Units;

2.7.2 If the Council reasonably considers that the evidence provided is insufficient, to further market the Reading Affordable Rent Units as requested by the Council; and

- 2.7.3 the Council may at its discretion direct that the relevant Reading Affordable Rent Units be Transferred (at the Affordable Housing Price and on reasonable terms) to:
- (a) a Housing Association or Registered Provider identified by the Council; or
 - (b) the Council in its capacity as local housing authority.
- 2.8 If Paragraph 2.7 above applies and:
- (a) the Council does not give a direction to Transfer the relevant Reading Affordable Rent Units within three (3) months of the latest of:
 - (i) receipt of the notice from the Owner pursuant to Paragraph 1.7 above;
 - (ii) receipt of the evidence pursuant to Paragraph 1.8.1; or
 - (iii) conclusion of such further marketing as may be directed by the Council pursuant to Paragraph 1.8.2; or
 - (b) the Council does give a direction but the exchange of contracts for the Transfer of the relevant Reading Affordable Rent Units to the named Housing Association or Registered Provider or to the Council (as the case may be) has not taken place within four (4) months of the date that the Council provided the direction to Transfer,
- to submit the Gross Development Value for Approval by the Council.
- 2.9 If Paragraph 2.8 above applies, not to Occupy (or permit to be Occupied) more than ten (10) Market Units unless and until the Affordable Housing Contribution has been paid to the Council in full.
- 2.10 Upon payment of the Affordable Housing Contribution pursuant to Paragraph 2.9 above, the obligations in this Paragraph 2 shall absolutely determine and cease to be of any further legal effect insofar as they are binding on any Reading Affordable Rent Unit to which the Affordable Housing Contribution relates and for the avoidance of doubt any exchange of contracts shall no longer be required.
- 2.11 The restrictions contained in this Paragraph 1 shall not be binding on a chargee, mortgagee and/or receiver (including an administrative receiver, appointed by such chargee) or any other person appointed under any security documentation to enable such chargee, mortgagee and/or receiver to realise its security or any administrator (however appointed) including a housing administrator (each being a receiver) of the whole or any part of the Reading Affordable Rent Units or any persons or bodies deriving title through such chargee, mortgagee and/or receiver PROVIDED THAT:
- (a) such chargee, mortgagee or receiver shall first give written notice to the Council of its intention to dispose of the Reading Affordable Rent Units (the **RP Notice**);
 - (b) if the Council provides written notice to the chargee, mortgagee or receiver that the Transfer of the Reading Affordable Rent Units can be made to another Housing Association or Registered Provider or to the Council within three (3) calendar months of the date of the RP Notice, then the chargee, mortgagee or receiver shall use Reasonable Endeavours over that period to complete a Transfer of the Reading Affordable Rent Units to another Housing Association or Registered Provider or the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and

- (c) if such Transfer has not been completed within the said three (3) month period, then the mortgagee, chargee or receiver shall be entitled to dispose of the Reading Affordable Rent Units free from the obligations contained within this Paragraph and these provisions shall absolutely determine and cease to be of any further legal effect.

2.12 The restrictions contained in this Paragraph 2 shall not be binding upon any person acquiring a statutory right to buy or acquire or through any voluntary purchase scheme promoted by Homes England and/or any other public body or any such person's mortgagee or chargee or any successors of title or person deriving title from the same.

3 First Homes

3.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to an Eligible Person.

3.2 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a mortgagee.

3.3 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until the Council has been provided with evidence that:

3.3.1 the intended purchaser is an Eligible Person;

3.3.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price; and

3.3.3 the transfer of the First Home includes:

- (a) a definition of the "Council" which shall be "READING BOROUGH COUNCIL of Civic Offices Civic Centre aforesaid as Local Planning Authority ("the Council")"

- (b) a definition of "First Homes Provisions" in the following terms:

- (i) "means the provisions set out in Schedule 7 Paragraph 3 of the S106 Agreement a copy of which is attached hereto as the Annexure."

- (c) A definition of "S106 Agreement" in the following terms:

- (i) "means the undertaking made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] given by the Owner to the Council";

- (d) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the First Homes Provisions

- (e) a copy of the First Homes Provisions in an Annexure

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

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Reading Borough Council of Civic Offices Bridge Street Reading RG1 2LU

or their conveyancer that the provisions of Schedule 7 Paragraph 3 (the First Homes provisions) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

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

Minute	See ODN 3.10.24 AD, P+AM
Originator	DA
Seal No.	304/24 349/24
Checked	AB.


Alison Beynon .