

DATED 25 March **2020**

JONATHAN PAUL DAVID FURNEAUX and KAREN ANNE LONGLEY of (1)

("the First Owners") And

ADRIAN JOHN FLETCHER and ELIZABETH ANN FLETCHER (2)

("the Second Owners") And

HUW LESLEY THOMAS and DEBORAH ELLEN MARY THOMAS (3)

("the Third Owners") And

PATRICIA ANNE BLISS (4) ("the Fourth Owners") And

PATRICIA ELIZABETH TAYLOR (5)

("the Fifth Owners") And

IAN RICHARD TURNER (6)

("the Sixth Owners") And

READING BOROUGH COUNCIL (7)

("the Council") and

HENLEYROAD LIMITED (8)

("the Developer")

AGREEMENT

constituting a Planning Obligation relating to land at
209-219 Henley Road, Reading, RG4 6LJ (Planning Application No. 190887)

Michael Graham LLB(Hons);
MBA
Assistant Director of Legal &
Democratic Services
Reading Borough Council
DX 40124 Reading (Castle Street)
IKEN 13227

THIS AGREEMENT is made the

25 March

2020

BETWEEN:

- (1) **JONATHAN PAUL DAVID FURNEAUX and KAREN ANNE LONGLEY** both of 209 Henley Road Caversham Reading RG4 6LJ (the "First Owners") and
- (2) **ADRIAN JOHN FLETCHER and ELIZABETH ANN FLETCHER** both of 211 Henley Road Caversham Reading RG4 6LJ (the "Second Owners") and
- (3) **HUW LESLEY THOMAS and DEBORAH ELLEN MARY THOMAS** both of 213 Henley Road Caversham Reading RG4 6LJ (the "Third Owners") and
- (4) **PATRICIA ANNE BLISS** of 215 Henley Road Caversham Reading RG4 6LJ (the "Fourth Owners") and
- (5) **PATRICIA ELIZABETH TAYLOR** of 217 Henley Road Caversham Reading RG4 6LJ (the "Fifth Owners") and
- (6) **IAN RICHARD TURNER** of 219 Henley Road Caversham Reading RG4 6LJ (the "Sixth Owners")
- (7) **READING BOROUGH COUNCIL** of Civic Offices Bridge Street Reading RG1 2LU ("the Council") and
- (8) **HENLEYROAD LIMITED** (Company registration number) whose registered office is at Suite 1 105 Olympia Mews Queensway, Bayswater, London, England, W2 3SA ("the Developer")

RECITALS

A. Planning Obligation

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

B. Application Land

The Council is the Local Planning Authority for the purposes of the 1990 Act and the Highway Authority for the purposes of the 1980 Act for the Borough of Reading in which the Application Land is situated

C. Land Ownership

- (1) The First Owners are the freehold owners of that part of the Application Land as identified in Part 1 of the First Schedule hereto and have an interest in the Application Land within the meaning of the term in Section 106(9) (b) of the 1990 Act
- (2) The Second Owners are the freehold owners of that part of the Application Land as identified in Part 2 of the First Schedule hereto and have an interest in the Application Land within the meaning of the term in Section 106(9)(b) of the 1990 Act
- (3) The Third Owners are the freehold owners of that part of the Application Land as identified in Part 3 of the First Schedule hereto and have an interest in the Application Land within the meaning of the term in Section 106(9) (b) of the 1990 Act
- (4) The Fourth Owners are the freehold owners of that part of the Application Land as identified in Part 4 the First Schedule hereto and have an interest in the Application Land within the meaning of the term in Section 106(9)(b) of the 1990 Act
- (5) The Fifth Owners are the freehold owners of that part of the Application Land as identified in Part 5 the First Schedule hereto and have an interest in the Application Land within the meaning of the term in Section 106(9)(b) of the 1990 Act
- (6) The Sixth Owners are the freehold owners of that part of the Application Land as identified in Part 6 the First Schedule hereto and have an interest in the Application Land within the meaning of the term in Section 106(9)(b) of the 1990 Act
- (7) The First Owners the Second Owners the Third Owners the Fourth Owners the Fifth Owners and Sixth Owners are collectively referred to in this Agreement as the Owners

D. Planning Application

Henleyroad Limited which has options to purchase the Development from the Owners submitted the Application (190887) to the Council for Planning Permission to carry out the Development which was validated on 19 June 2019.

E. Planning Permission

The Council having regard to the Development Plan and to all other material considerations resolved that Planning Permission should be granted for the Development pursuant to the Application subject to the prior completion of this Agreement

IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:-

1. DEFINITIONS

The following expressions shall have the under mentioned meanings

1.1 "the 1980 Act"

means the Highways Act 1980

1.2 "the 1990 Act"

means the Town and Country Planning Act 1990 (as amended)

1.3 "Affordable Housing"

means social rented housing affordable rented housing and intermediate housing as defined in Annex 2 of the National Planning Policy Framework published on February 2019 or any subsequent definition in any revision amendment or re-enactment thereof published by the UK Government and for the avoidance of doubt includes the Social Rented Units and Affordable Rented Units

1.4 "Affordable Housing Contribution"

means the sum of FIFTY THOUSAND POUNDS (£50,000.00) as a contribution towards the provision by the Council of Affordable Housing in the Borough which is not being provided by the Owners on the Application Land

1.5 “this Agreement”

means this planning obligation by agreement and any modification thereof approved by the Council pursuant to the powers in Section 106 of the 1990 Act

1.6 “Application”

means the Application seeking Planning Permission to carry out the Development submitted by the Developer to the Council and registered by the Council under reference number 190887

1.7 “Application Land”

means the land described in the First Schedule hereto and that part of the land within the Application Land (forming part of the land tinted yellow on Plan 1 at Annexure 1) being the new road to serve the Development as contained within a section 106 agreement dated 19 December 2019 made between Abdul Halim Khan and Zahid Sardar Khan (1) Janet Frieda Seaward and David Seaward (2) Henleyroad Limited (3) Reading Borough Council (4) and Chestnut Property Limited (5) (2019 Section 106) and shown edged red on Plan 1 at Annexure 1

1.8 “Deferred Affordable Housing contribution”

means the contribution as defined in the Second Schedule and calculated accordingly

1.9 “Development”

means the erection of 9 dwellings to the rear of 209-219 Henley Road with access road and associated landscaping.

1.10 “Dispose”

means the transfer of the freehold interest or the grant of a leasehold estate or interest in a Residential Unit which is not a Sham Transaction and for the

avoidance of doubt Disposal shall not mean the exchange of contracts and "dispose" and "disposed of" shall be construed accordingly

1.11 "Effective Date"

means the date of this Agreement

1.12 "Financial contributions"

Means any financial payment made by the Developer and/or Owner to the Council pursuant to this Agreement

1.13 "First Occupation"

Means first Occupancy of any new Residential Unit within the Development or relevant part thereof

1.14 "Highway Works"

means

(a) the provision of a 2.4m x 90m visibility splay in both directions for the new access to the Application Land

(b) the extension to the new access of the existing foot/cycleways

(c) amendments to the carriageway markings

(d) relocation of the bus shelter and other works as shown for indicative purposes only on Plan 4. Proposed site access of the Peter Evans Partnership Transport Statement (April 2019) and provision of the New Residential Road in accordance with Plan 2 which shall include any necessary alterations to and reinstatements of the existing highways and statutory undertakers equipment the provision of or alteration to street lighting road signs drainage structures traffic signals related accommodation and any other works normally associated with the construction of a highway or reasonably required as a result of the Council's inspections

1.15 "the Highway Works Agreement"

means an agreement between the Owners and the Council as Highways Authority made under Section 278 of the 1980 Act and all other enabling powers to regulate the carrying out of the Highway Works executed substantially in the form annexed at Annexure 2

1.16 "Implementation"

means the carrying out of a "material operation" as defined in Section 56(4) of the 1990 Act save that this definition shall not include any works of demolition site clearance ground investigation site survey works construction of boundary fencing or hauling decontamination soil investigation and archaeological testing and "Implement" and "Implemented" shall be construed accordingly

1.17 "Implementation Notice"

means the notice to be served by the Owners upon the Council stating the proposed date of Implementation of the Development

1.18 "Landscape and Ecological Management Plan"

means a landscape and ecological management plan to be submitted and approved by the Council prior to First Occupation of the Development detailing the landscaping and management of the private buffer strip along the southern boundary of the application land shown edged purple and coloured pink on Plan 3 at Annexure 1

1.19 "Monitoring Contribution"

means the sum of FOUR HUNDRED POUNDS (£400.00) to be paid to the Council for the Monitoring Officer for the purpose of monitoring the Obligations set out in this Agreement

1.20 "Monitoring Officer"

means the Council's Monitoring Officer (within the Council's Directorate of Environment and Neighbourhood Services) as designated by the Council to monitor the Obligations set out in this Agreement

1.21 "New Residential Road"

means the new estate road as shown tinted pink on Plan 2 at Annexure 1 known as Drawing Number 2829.13A (Drawing) or in another location which will give access and egress to the Occupiers of the Development off the road in another's ownership as shown tinted yellow on the Drawing

1.22 "Obligations"

means the covenants on behalf of the Owners set out at Clause 5.1 to this Agreement

1.23 "Occupation"

means beneficial occupation of any part of the Development PROVIDED THAT (and it is agreed between the parties hereto that) for the avoidance of doubt occupation for the purposes of construction completion and fitting out shall not constitute Occupation and "Occupy" and "Occupied" shall be construed accordingly

1.24 "Occupation Notice"

means the notice to be served by the Owners upon the Council that the Development has been brought into use and Occupied

1.25 "Open Market Value"

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

- a willing seller and a willing buyer;
- that the sale is an arm's-length transaction;
- that prior to the date of valuation there had been a reasonable period (having regard to the nature of the Residential Unit and the state of the market) for the proper marketing of the interest for the agreement of the price and terms and for the completion of the sale;
- that the state of the market level of values and other circumstances were on an earlier assumed date of exchange of contracts the same as on the date of valuation;

- that no account is taken of any additional bid by a prospective purchaser with a special interest; and
that both parties to the transaction had acted knowledgeably prudently and without compulsion

1.26 “the Owners”

means the First Owners the Second Owners the Third Owners the Fourth Owners the Fifth Owners and Sixth Owners

1.27 “Plan 1” means the plan marked “Plan 1” illustrating the Application Land edged red annexed hereto

“Plan 2” means the plan marked “Plan 2” illustrating the New Residential Road tinted pink annexed hereto

“Plan 3” means the plan marked “Plan 3” illustrating the buffer strip edged purple and coloured pink annexed hereto

“Plan 4” means the plan marked “Plan 4” illustrating the Highway Works annexed hereto

1.28 “Planning Permission”

means the planning permission to be granted by the Council pursuant to the Application substantially in the form of the draft at Annexure 3

1.29 “Practical Completion”

means either (a) the issue of a certificate of practical completion pursuant to a building contract at the time when all buildings permitted under the Planning Permission are completed or (b) where the said buildings are capable of beneficial use and occupation (whichever is the earlier)

1.30 “Prescribed Period”

means the period commencing on the date of receipt by the Council of the relevant payment pursuant to and in accordance with this Agreement and expiring at the end of five (5) full financial years (ending 31 March) following the financial year in which the payment is received by the Council

1.31 "Ransom Strip"

means a small strip of land that adjoins other land and which is retained by the Owners to prevent access and egress to adjoining land unless rights of access are granted or the strip itself is purchased for valuable consideration by the adjoining landowner

1.32 "Residential Unit"

means any residential dwelling unit permitted by the Planning Permission and "Residential Units" shall be construed accordingly

1.33 "Sales Value"

means a schedule setting out the actual capital receipt achieved in respect of each Residential Unit that has been sold for Open Market Value or the independently estimated Open Market Value of any Residential Unit not sold or to be sold and clearly identifying the value of discounts incentives or allowances allowed by the Owner in respect of each such Residential Unit

1.34 "Section 38 Agreement"

means an agreement between the Owners and the Council as Highway Authority under Section 38 of the 1980 Act for the laying out maintenance and subsequent adoption of the New Residential Road on the Development

1.35 "Sham Transaction"

means

(a) a transaction the effect of which is to reduce the sale proceeds capital payments receipts and any other income associated with the calculation of the Sales Values or

(b) a disposal of a Residential Unit that is not an arms- length third party bona fide transaction which may (inter alia) include transactions between the Owner and subsidiary companies of the Owner or transactions between the Owner and their employees or transactions involving loans from the Owner or

other forms of deferred consideration or transactions involving other property not comprised in the Development

1.36 "Working Days"

means days (other than Saturdays Sundays of public holidays in England) when banks in London are open for business

2. INTERPRETATION

- 2.1 Clause headings shall not affect the interpretation of this Agreement
- 2.2 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality)
- 2.3 A reference to a company shall include any company corporation or other body corporate wherever and however incorporated or established
- 2.4 Unless the context 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 personal representatives successors or permitted assigns and in the case of the Council the successors to its respective statutory functions
- 2.7 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
- 2.8 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
- 2.9 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
- 2.10 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

- 2.11 A reference to writing or written does not include faxes or e-mail
- 2.12 A reference to "this Agreement" or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other document or deed as varied or novated (in each case other than in breach of the provisions of this Agreement) from time to time
- 2.13 References to clauses plans schedules paragraphs and annexures are to the clauses plans schedules paragraphs and annexures of this Agreement

3. LEGAL EFFECT

- 3.1 This Agreement is made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and all other enabling powers to the intent that it shall bind the Owners in respect of their respective interests in the Application Land and their successors in title to each and every part of their respective interests in the Application Land and their assigns and the parties agree that in the event the Developer becomes a successor in title to the Owners then the Developer shall perform the Obligations insofar as they apply to the Developer's interest in the Application Land and until such time the Developer shall not become liable for the Obligations in this Agreement save as to Clause 5.2
- 3.2 This Agreement shall be enforceable by the Council
- 3.3 If the Planning Permission expires within the meaning of Sections 91 92 93 of the 1990 Act or is revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owners this Agreement shall cease to have effect (but not so as to avoid any Obligation in this Agreement on the part of the Owners having already been implemented or performed)
- 3.4 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission) granted by the Council or by

the Secretary of State on appeal or by reference to him after the date of this Agreement

- 3.5 If any provision of this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired
- 3.6 The Developer and the Owners shall in parting with their respective interests in the Application Land or part thereof be released from all liability under the terms of this Agreement (insofar as it is binding on that part of the Application Land to which the breach relates) unless they hold an interest in the Application Land or part of the Application Land in respect of which such breach occurs or held such an interest at the date of the breach
- 3.7 The Developer hereby covenants with the Owners that from and including the date the Developer acquires the freehold of the Application Land the Developer shall discharge the Obligations pursuant to Clause 5.1 and furthermore covenants with the Owners to keep each and every one of the Owners fully indemnified against all liabilities proceedings costs claims demands and expenses incurred or arising as a result of this Agreement and/or any breach or non-observance of them
- 3.8 This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory functions nor in any other capacity

4. CONDITIONALITY

Unless the context otherwise requires the Obligations in this Agreement shall come into force on the grant of the Planning Permission and the Implementation of the Development

5. THE OWNER'S OBLIGATIONS

- 5.1 The Owners jointly and severally covenant with the Council
- (a) not to Implement the Development before the Owners have served the Implementation Notice

- (b) to serve an Occupation Notice within five (5) Working Days after any part of the Development has been first Occupied
 - (c) to observe and perform the obligations on their part contained in the Second Schedule (Affordable Housing Obligations), the Third Schedule (New Residential Road) and detailed in the Landscape and Ecological Management Plan approved by the Council
- 5.2 The Developer further covenants with the Council to pay on the Effective Date the:-
- (a) Council's reasonable legal costs and expenses incurred in the preparation and completion of this Agreement in the sum of two thousand five hundred pounds (£2,500.00)
 - (b) Monitoring Contribution

6. COUNCIL'S OBLIGATIONS

The Council covenants with the Owners to observe and perform the obligations on its part contained in the Second Schedule (Affordable Housing Obligations), the Third Schedule (New Residential Road) and the Fourth Schedule (Council's Obligations)

7. INTEREST ON UNPAID MONIES

If any monies (save for the Monitoring Contribution) due under this Agreement are paid late the Owners shall pay the Council interest at the rate of 4% per annum above the base rate of the Lloyds Bank PLC for the time being in force on the sum of the monies due or (as the case may be) on any amount thereof which may be outstanding from the date on which under the terms of this Agreement the monies are due up to the date of payment of the relevant monies

8. PAYMENTS TO THE COUNCIL

Any contributions due to the Council under the terms of this Agreement (SAVING AND EXCEPTING for the sums payable to the Council under Clause 5.2) 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 190887 or other reference quoted in relevant S106 Demand Notice issued in respect of the obligation

9. **NOTICES**

Any notice or other written communication to be served by one party upon another pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for the purpose by notice in writing and any such notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by a duly authorised signatory

10. **ADDRESSES FOR SERVICE**

The address for any notice or other written communication is for the Council at Civic Offices Bridge Street Reading RG1 2LU and for the respective Owners and the Developer as specified in the Agreement or any other address notified in writing to the Council

11. **ARBITRATION**

11.1 In the event of any dispute arising between the parties in respect of this Agreement the dispute shall be referred:-

- (a) in the case of a dispute regarding the interpretation or meaning of any provision in this Agreement to leading planning counsel to be agreed between the parties or failing agreement to be appointed by the President for the time being of the Law Society or
- (b) in the case of a dispute regarding the works or other technical matters referred to in the schedules to a member of the Institution of Civil Engineers to be agreed between the parties or failing agreement to be appointed by the President for the time being of such institution or

- (c) in the case of any other dispute regarding this Agreement to a member of the Royal Institution of Chartered Surveyors to be agreed between the parties or failing agreement to be appointed by the President for the time being of such Institution

11.2 Any referral pursuant to Clause 11.1 may be made on the joint application of the parties or on the application of any party and any such referral shall be construed as a submission to arbitration within the meaning of the Arbitration Act 1996.

11.3 The decision of any expert appointed pursuant to Clause 11.1 (the "Expert") shall be final and binding on the parties and whose costs shall be in his award

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

12. THIRD PARTY RIGHTS

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

13. NO WAIVER

No waiver (whether express or implied) by the Council of any breach of or default by any of the Owners and the Developer 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 any of the Owners and the Developer

14. LOCAL LAND CHARGE

This Agreement is and shall be registered as a Local Land Charge by the Council and following performance and satisfaction of all the Obligations contained in

this Agreement or in the event that the Planning Permission expires without first being Implemented the Council shall forthwith effect the cancellation of all entries in the Local Land Charges Register at no cost to the parties

15. MORTGAGEE'S CONSENT

15.1 The Mortgagee consents to the completion of this section 106 agreement and declares that its interest in the Land shall be bound by the terms of this agreement as if it had been executed and registered as a local land charge prior to the creation of the Mortgagee's interest in the Land

15.2 The Mortgagee shall not be personally liable for any breach of the obligations in this undertaking unless committed or continuing at a time when the Mortgagee is in possession of all or part of the Land

16. JURISDICTION

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

EXECUTED as a deed by the parties hereto and delivered on the date written at the start of this deed

THE FIRST SCHEDULE

(“the Application Land”)

Part 1

All that freehold land known as 209 Henley Road Caversham Reading RG4 6LJ registered at the Land Registry under Title Number ON40153 as shown within the Development on Plan 1 at Annexure 1

Part 2

All that freehold land known as (a) 211 Henley Road Caversham Reading RG4 6LJ registered at the Land Registry under Title Number BK134182 as shown within the Development on Plan 1 at Annexure 1

Part 3

All that freehold land known as 213 Henley Road Caversham Reading RG4 6LJ registered at the Land Registry under Title Number BK179734 as shown within the Development on Plan 1 at Annexure 1

Part 4

All that freehold land known as 215 Henley Road Caversham Reading RG4 6LJ registered at the Land Registry under Title Number BK186420 within the Development on Plan 1 at Annexure 1

Part 5

All that freehold land known as 217 Henley Road Caversham Reading RG4 6LJ registered at the Land Registry under Title Number BK169905 as shown within the Development on Plan 1 at Annexure 1

Part 6

All that freehold land known as 219 Henley Road Caversham Reading RG4 6LJ registered at the Land Registry under Title Number BK386206 within the Development on Plan 1 at Annexure 1

THE SECOND SCHEDULE

("the Affordable Housing Obligations")

The Owners jointly and severally covenant and agree with the Council as follows:-

1. To pay to the Council the Affordable Housing Contribution prior to the Disposal or Occupation (whichever is the earlier) of the third (3rd) Residential Unit within the Development
2. Not to use or Occupy or Dispose of or permit or allow the use or Occupation of fourth (4th) Residential Unit within the Development until the Affordable Housing Contribution has been paid.
3. To pay a deferred housing contribution based on actual recorded or in default assumed Open Market Value based on Sales Values whereby any additional value created in excess of the sum of £5,180,000 (Gross Development Value) being the current estimated Open Market Value of the Residential Units will be divided equally on a 50/50 basis with the Council such sum to be capped at £518,000 less the Affordable Housing Contribution but in any event to be no less than the Affordable Housing Contribution. By way of a working example for illustration purposes only:

Sales: £5,500,000

Uplift: £320,000 (£5,500,000 less £5,180,000)

50% of uplift: £160,000

Less Affordable Housing Contribution (£50,000)

Balance to pay to the Council in this illustration would be
£110,000

4. The Deferred Affordable Housing contribution shall be paid upon exchange of contracts for sale let lease or disposal of the eighth unit

5. Any additional Gross Development Value generated for the Development will be paid to the Council in full capped at £518,000 and less the Deferred Affordable Housing contribution

THE THIRD SCHEDULE

("the Highway Obligations")

The Owners jointly and severally covenant and agree with the Council as follows:-

1. Highway Works

The obligations within this clause shall only apply where the Highway Works (which are the subject of the planning obligation set down within the 2019 Section 106) not being carried out due to the planning permission under reference 190835 not being implemented:

- (a) To enter into the Highway Works Agreement with the Council within six (6) months from the Implementation of the Development.
- (b) Not to permit First Occupation of any part of the Development until the Highway Works have been carried out in accordance with the Highway Works Agreement and to the reasonable satisfaction of the Council

2. New Residential Road

The Owners jointly and severally covenant and agree with the Council as follows:-

Section 38 Agreement

- (a) To enter into the Section 38 Agreement for the New Residential Road with the Council within six (6) months from the Implementation of the Development.
- (b) Not to permit First Occupation of any part of the Development until the Section 38 Agreement works have been completed to the reasonable satisfaction of the Council
- (c) Not to create or retain any Ransom Strip along the entire length of that part of the eastern boundary of the Development which forms part of the New Residential Road and for the avoidance of doubt the New Residential Road (including the road footpaths cycleways and amenity land) will be constructed

by the Owners up to the boundary with 221 Henley Road and adopted by the Council under the terms of the Section 38 Agreement

THE FOURTH SCHEDULE
("the Council's Obligations")

1. Within five (5) Working Days of the Effective Date the Council will issue the Planning Permission
2. In this Agreement where the agreement approval consent or any other expression of satisfaction is required from the Council that agreement approval consent or any other expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed
3. Not to use any part of the Affordable Housing Contribution other than towards the provision of Affordable Housing
4. If any element of the Contributions remains unspent or uncommitted in part or in whole at the expiry of the Prescribed Period the Council covenants to return the Contributions or such part thereof as appropriate to the person who made the payment together with such interest at the Bank of England base rate for the time being in force such payment to be made within twenty (20) Working Days of written demand following the expiry of the Prescribed Period

ANNEXURE 1

("the Plans")

"Plan 1" - the Application Land

"Plan 2" - the New Residential Road - Drawing No 2829.13A

"Plan 3" - buffer strip

"Plan 4" - Highway Works - Drawing No. 3141.04

ANNEXURE 2
("Highways Agreement")

ANNEXURE 3

(“the draft Planning Permission”)

SENT DIRECTLY
TO RBC FROM BPP
ATTORNEYS
CONTACT: SARAH POTTER

SIGNED AS A DEED (but not delivered)
until the date hereof) by the said) _____
JONATHAN PAUL DAVID FURNEAUX) *sign here*

in the presence of

W

I Name: _____

T

N Address: _____

E

S

S

Signature: _____

SIGNED AS A DEED (but not delivered)
until the date hereof) by the said) _____
KAREN ANNE LONGLEY in the) *sign here*

presence of

W

I Name: _____

T

N Address: _____

E

S

S

Signature: _____

Classification: OFFICIAL

SIGNED AS A DEED (but not)
delivered until the date hereof) by)
the said JONATHAN PAUL DAVID) *sign here*

FURNEAUX in the presence of

W

I Name: TERESA LINDERLAND

T

N Address: 307 SOUTHCOTE LANE

E READING

S RG30 3BJ

S

Signature: 

SIGNED AS A DEED (but not)
delivered until the date hereof) by)
the said KAREN ANNE LONGLEY in) *sign here*
the presence of

W

I Name: TERESA LINDERLAND

T

N Address: 307 SOUTHCOTE LANE

E READING

S RG30 3BJ

S

Signature: 

Classification: OFFICIAL

SIGNED AS A DEED (but not delivered) 
until the date hereof) by the said)
ADRIAN JOHN FLETCHER in the) *sign here*
presence of

W

I Name: L. Anthony

T

N Address: 450 BROOK DRIVE

E GREEN PARK ROADING

S RG2 6UU

S Signature: 

SIGNED AS A DEED (but not delivered) 
until the date hereof) by the said)
ELIZABETH ANN FLETCHER in the) *sign here*
presence of

W

I Name: L. Anthony

T

N Address: 450 BROOK DRIVE

E GREEN PARK ROADING

S RG2 6UU

S Signature: 

SIGNED AS A DEED (but not delivered)
until the date hereof) by the said) 
HUW LESLEY THOMAS in the) *sign here*
presence of:-

W

I Name: L. Antony

T

N Address: 450 BROOK DRIVE
GREEN PARK ROADING
RG2 6UU

E

S

S

Signature: 

SIGNED AS A DEED (but not delivered)
until the date hereof) by the said) 
DEBORAH ELLEN MARY THOMAS in) *sign here*
the presence of:-

W

I Name: L. Antony

T

N Address: 450. BROOK DRIVE
GREEN PARK ROADING
RG2 6UU

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Signature: 

SIGNED AS A DEED (but not delivered)
until the date hereof) by the said)
PATRICIA ANNE BLISS in the presence)
of:-



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I Name: L. Anthony

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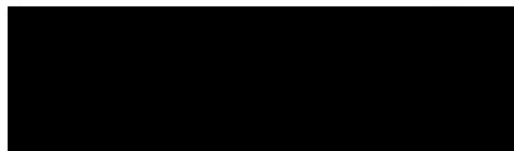
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Address: 450 BROOK DRIVE
GREEN PARK READING.
R42 6UU

Signature:



SIGNED AS A DEED (but not delivered)
until the date hereof) by the said)
PATRICIA ELIZABETH TAYLOR in the)
presence of:-



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I Name: L. Anthony

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Address: 450. BROOK DRIVE
GREEN PARK READING
R42 6UU

Signature:



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until the date hereof) by the said IAN)
RICHARD TURNER in the presence)
of:-



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I Name: L. Antony

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N Address: 478 Brook Drive Green Park
Reading - Berkshire
RG2 6UU

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Signature:



EXECUTED (BUT NOT DELIVERED)

UNTIL THE DATE HEREOF) by)

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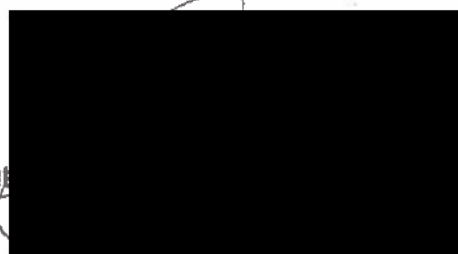
SEAL of READING BOROUGH)

COUNCIL in the presence of:-

WRS Delegation

MINUTE	231514 min 12
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CHECKED	on

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EXECUTED AS A DEED BY)
HENLEYROAD LIMITED)
acting by:)

Director _____

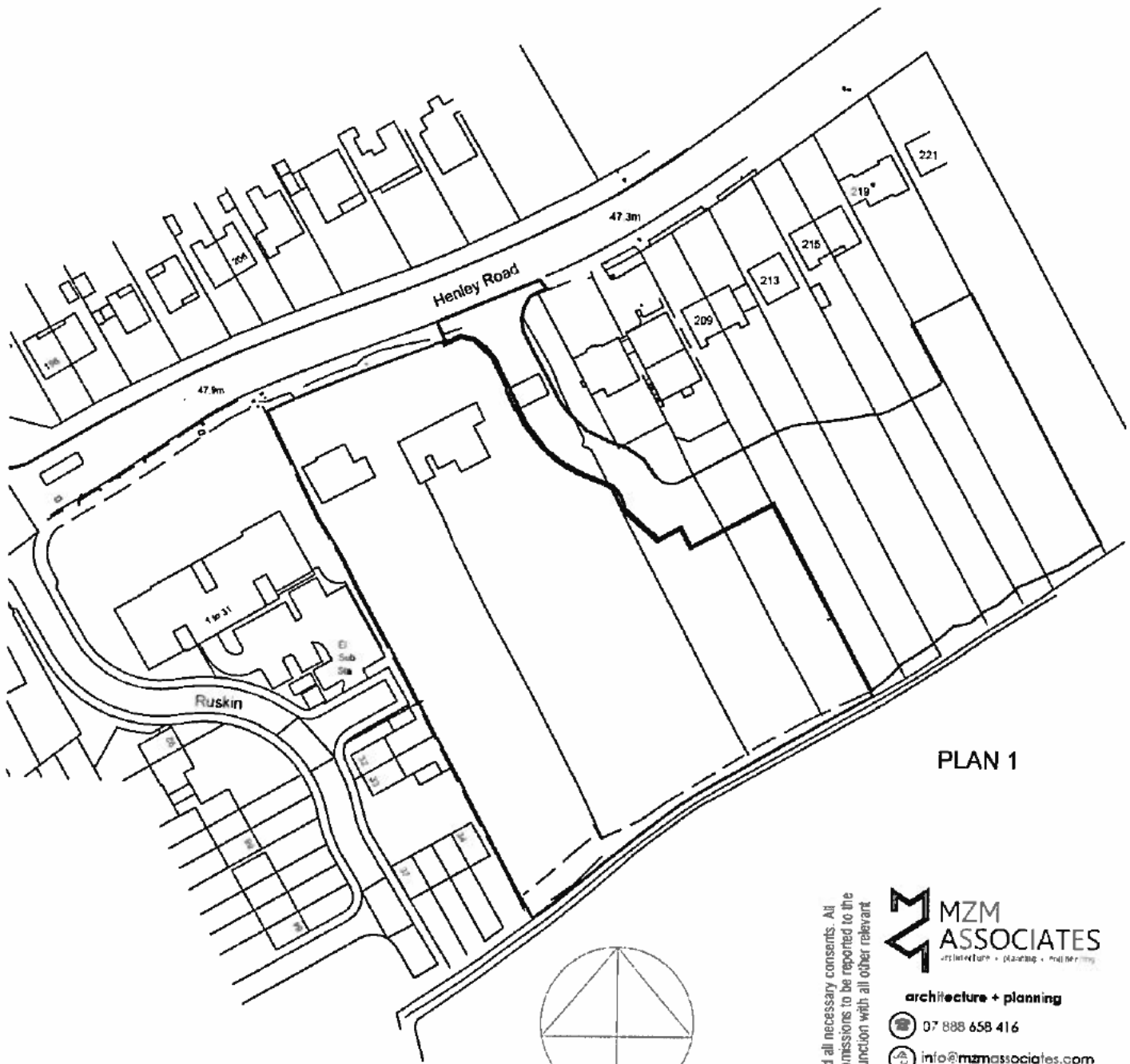


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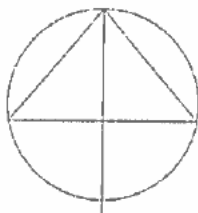
WITNESS Richard Anderson

NAME: RICHARD ANDERSON

ADDRESS: 8 STUBBS CLOSE
HOUGHTON REGIS
DUNSTABLE
BEDS
LU5 5SN.



PLAN 1



survey and all necessary consents. All errors or omissions to be reported to the Architect before work on materials.



architecture + planning

07 888 658 416

info@mzmassociates.com

Project:

209-219 Henley Road
Caversham, RG4 6LJ

Drawing:

Proposed
Location Plan

Job No: 1703-LHR

Scale: 1:1250

Date: JUN 18

Dwg No:

PL-10

15

Based on MZA Architects Dwg no. PL-01A, Sept 2019, Revd 13.09.19

- Existing Highway
- Proposed Land for Adoption within Site
- Proposed Land for Adoption from others

PLAN 2

REV	DATE	BY	NOTES
A	26.09.19	JP	Adjustment to extents of proposed adoption re Highway comments.



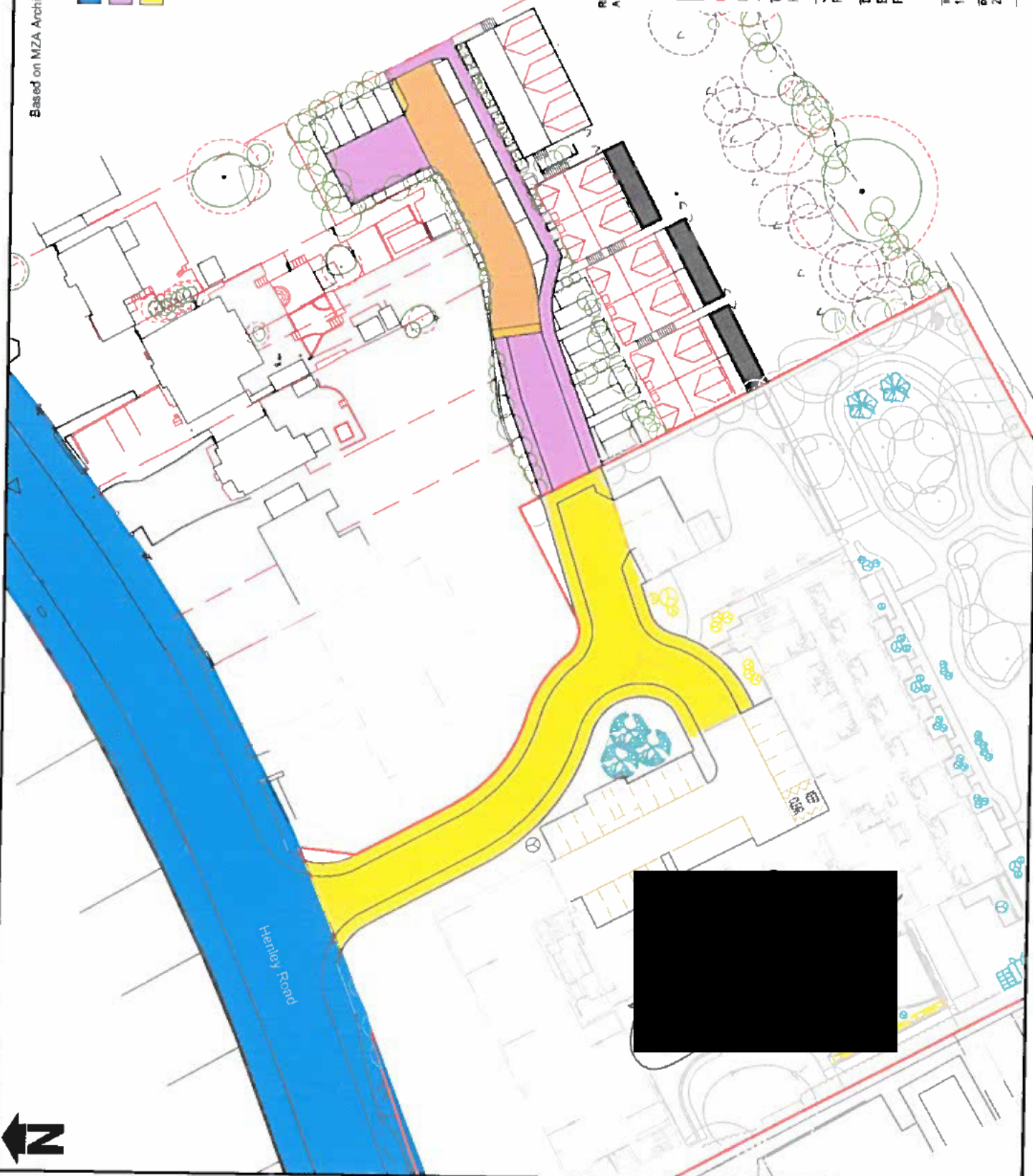
Peter Evans Partnership
Transport Planning & Highway Consultants
Client
HENLEY ROAD LTD.

Job
READING, LTRO 209,219 HENLEY ROAD

Drawing Title
EXTENT OF NEW RESIDENTIAL ROAD
PROPOSED FOR ADOPTION

Scale @ A3	Date	Drawn by	Checked by
1:500	09.09.19	JP	
Drawing Number	Revision	Revision	Revision
2409.13A			X

© Peter Evans Partnership





Proposed 'Keep Clear'
road markings

Extend existing foot/cycleway
to new site access

2.4m x 90m
visibility splay

Move bus shelter
to back of footway

Close existing 3 accesses and
reinstate upstand kerbs and footway

Proposed 5.5m
wide site access

R10m junction radii

SITE

PLAN 4



Peter Evans Partnership
Transport Planning & Highway Consultants
Client
SIGNATURE SENIOR LIFESTYLE LTD

Job
CAVERSHAM, 119-207 HENLEY ROAD

Drawing Title
PROPOSED SITE ACCESS

Scale @ A3	Date	Drawn by	Checked by
1:500	27.08.19	AA	LK
Drawing Number			Issue Number
3141.04			X

© Peter Evans Partnership



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: Solve Planning Ltd
Sentinel House
Ancells Business Park
Harvest Crescent,
Fleet
GU51 2UZ

Application No: 190887
Application type: Full Planning Approval

Applicant: Henley Road 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: Erection of 9 dwellings to the rear of 209-219 Henley Road with access road and associated landscaping

At: Land to the rear of 209 -219 Henley Road Caversham Reading RG4 6LJ

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**

Date: DRAFT



Application At: Land to the rear of 209 -219 Henley Road Caversham Reading RG4 6LJ

Application No: 190887

Application type: Full Planning Approval

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:

Drawing no.s

- PL-01D - Proposed Site Plan
- LLD1441-LAN-DWG-200 rev 04 - Proposed soft landscape Tree planting

Received by the Local Planning Authority on 23rd January 2020

LLD1441-ARB-DWG-001 rev 00 - Tree retention and protection plan Addendum to Original Plan

- LLD1441-ARB-DWG-001 rev 00 - Tree Constraints Plan Addendum to Original Plan
- Addendum to Existing Tree Schedule ref. LLD1441 rev 00

Received by the Local Planning Authority on 7th October 2019

- 2829.13A Issue X - Extent of new residential road proposed for adoption

Received by the Local Planning Authority on 26th September 2019

- Lizard Ecology report addendum dated 22nd August 2019

Received by the Local Planning Authority on 22nd August 2019

- PL-05B - Proposed street elevations

Received by the Local Planning Authority on 18th June 2019

- Aether Air Quality Assessment ref.

Q_assessment/2018/HenleyRd_PhaseII version 1

- Peter Evans Partnership Transport Statement Addendum dated May 2019
- Solve Planning Design, Access and Planning Statement dated May 2019

Received by the Local Planning Authority on 17th June 2019

- Lizard Ecology report ref. LLD1441-ECO-REP-001-PEA rev 00 - Edenvale Young Flood Risk Assessment ref. Caversham Henley Road Phase 2 dated 18th June 2018

- Jomas Arboricultural Impact Assessment and Arboricultural Method Statement ref. P9413J811B- Final v.10

- Property and Energy Services Ltd Carbon Reduction and Local Energy Generation Options Report dated June 2018 v1-0



- Property and Energy Services Ltd Carbon Reduction and Sustainability Report
- PL-10 - Proposed location plan
- PL-05A - Proposed street elevations
- PL-02 - Proposed plots 1-4
- PL-03 - Proposed plots 5-6
- PL-04 - Proposed plots 7, 8 & 9
- PL-06 - Proposed sections
- PL-07A - Proposed sections

Received by the Local Planning Authority on 4th June 2019

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 beyond 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 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 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

4. No dwelling shall be occupied until the road/access serving it has been constructed in accordance with the approved drawing and in compliance with the requirements of the Local Planning Authority for work carried out within the public highway.

Reason: In the interests of road safety in accordance with Core Strategy Policy CS20 and Sites and Detailed Policies document Policy TR3.

5. No dwelling shall be occupied until vehicle parking spaces have been provided in accordance with the approved plans. The spaces shall always thereafter be kept available for parking.

Reason: To ensure that the development is provided with adequate parking facilities in order to reduce the likelihood of roadside parking which could be a danger to other road users in accordance with Policy TR5.

6. No development shall take place, including any works of demolition, until a Construction Method Statement has been submitted and approved in writing by the local planning authority to provide for:



- (A) The parking of vehicles and site operatives and visitors - to be shown on a Plan not less than 1.500.
- (B) Loading and unloading of plant and materials used in constructing the development - Areas to be shown on a plan not less than 1.500
- (C) Storage of plant and materials used in constructing the development - Areas to be shown on a plan not less than 1.500
- (D) The erection and maintenance of security hoarding / scaffolding if required.
- (E) Wheel washing facilities
- (F) Measures on site to control the deposition of dirt / mud on surrounding roads during construction.
- (G) Footpath Closures / Road Closures needed during construction
- (H) Traffic Management needed during construction.
- (I) Times, routes and means of access into and from the site for construction traffic and delivery vehicles (including the removal of waste from the site and methods of preventing deposition of materials on the public highway).
- (J) Measures to control construction noise and dust

The approved Construction Method Statement shall be adhered to throughout the development process unless agreed otherwise in writing by the Local Planning Authority.

Reason: In the interests of safety, protecting the amenity of local land uses, neighbouring residents and highway safety in accordance with Core Strategy Policies TR3 and EN16

7. 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 other ancillary structures (e.g. furniture, 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), 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, tree pit specifications;



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.

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

8. No development shall commence on site until full details of biodiversity enhancements, including integral bird nesting and bat roosting opportunities in, on, and around the new buildings and specifications for fencing demonstrating how hedgehogs and other wildlife will be able to continue to travel across the site, have been 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. In the interests of biodiversity, in accordance with Policy EN16 of the Reading Borough Local Plan 2019.

9. Prior to first occupation of the each of the dwellings hereby permitted all first-floor side facing windows to the dwellings shall be fitted with obscure glass and with no opening windows up to 1.7m in height above the internal floor level, before the dwellings are occupied. Any replacement or repair of the window shall only be with obscure glass.

Reason. To prevent actual and perceived overlooking, in the interests of the privacy of neighbours. In accordance with Policy CC8 of the Reading Borough Local Plan 2019.

10. In connection with the implementation of this permission, no demolition or construction works shall take place outside the hours of 8am to 6pm Mondays to Fridays and 8am to 1pm on Saturdays. Works shall not take place at all on Sundays or Bank Holidays without the prior written approval of the local planning authority.

Reason: to protect occupiers of nearby properties from unreasonable disturbance from works connected with implementing this permission in accordance with Policies CC8 and EN16 of the Reading Borough Local Plan 2019.

11. No development shall commence on site until a plan showing how 2 cycle parking spaces can satisfactorily be provided for each dwelling on site is submitted to and been approved in writing by the Local Planning Authority. The cycle parking spaces shall be provided in full accordance with the approved details prior to first occupation and thereafter kept free of obstruction and retained in accordance with the approved details and shall remain available for the parking of vehicles at all times.

REASON: These details are required due to insufficient information being contained within this submission and in order to encourage travel by sustainable alternatives to private vehicle in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

12. The dwelling hereby permitted shall not be occupied until a plan has been submitted to and been approved in writing by the Local Planning Authority to show where the Electric Vehicle (EV) charge points will be located. Each new house should be equipped with an active charging point. The space(s) shall be kept available for parking at all times thereafter.

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

14. 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.

15. Protective measures, including fencing, ground protection, supervision and working procedures shall be carried out in accordance with the approved Arboricultural Report and Method Statement/Tree Protection Plan. Any deviation from the works prescribed or methods agreed in the report will require prior written approval from the Local Planning Authority.

REASON: In order to ensure that reasonable measures are taken to safeguard trees in the interests of local amenity and the enhancement of the development itself in accordance with Policy EN14 of the Reading Borough Local Plan 2019.

16. No development shall take place (including demolition, ground works, vegetation clearance) until a construction environmental management plan (CEMP: Biodiversity) has been submitted to and approved in writing by the local planning authority. The CEMP (Biodiversity) shall include the following:

- a) Risk assessment of potentially damaging construction activities.
- b) Identification of "biodiversity protection zones".
- c) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements).
- d) The location and timing of sensitive works to avoid harm to biodiversity features.
- e) The times during construction when specialist ecologists need to be present on site to oversee works.
- f) Responsible persons and lines of communication.
- g) The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person.
- h) Use of protective fences, exclusion barriers and warning signs.

The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the local planning authority.

Reason: To minimise impacts on biodiversity in accordance with Paragraphs 170 and 175 of the NPPF and Policy EN16 of the Reading Borough Local Plan

17. No development shall take place within the site, other than demolition to ground level, until the applicant, or their agents or their successors in title, has secured and implemented a programme of archaeological work (which may include more than one phase of work) in accordance with a written scheme of investigation, which has been submitted to and approved in writing by the Local Planning Authority. The development shall only take place in accordance with the detailed scheme approved pursuant to this condition.

REASON: To ensure that any archaeological remains within the site are adequately investigated and recorded so as to advance our understanding of their significance and in the interest of protecting the archaeological heritage of the Borough in accordance with Policy EN2 of the Reading Borough Local Plan 2019.

18. The development hereby permitted not be carried out other than in accordance with the Edenvale Young Flood Risk Assessment ref. Caversham Henley Road Phase 2 rev C dated 18th June 2018 received by the Local Planning Authority on 4th June 2019. Prior to first occupation of the dwellings hereby permitted the finished floor levels of each dwelling shall be set no lower than 37.1 metres above Ordnance Datum.

REASON: To reduce the risk of flooding to the proposed development and future occupants in accordance with Policy EN18 of the Reading Borough Local Plan 2019.

19. Prior to commencement of the development hereby permitted details of finished floor levels relative to existing floor/ground levels have been submitted to and been approved in writing by the Local Planning Authority. The development shall be carried out only in accordance with the approved details.

REASON: These details are required in order to ensure a satisfactory relationship between the proposed development and adjacent development in accordance with Policy CC7 of the Reading Borough Local Plan 2019.

INFORMATIVES

1. Your attention is drawn to the requirement for submission of a Building Regulations application for the proposed development. Please contact Building Control on 0118 937 2449 for advice.
2. 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.
3. The local planning authority has worked positively and proactively with the applicant to resolve matters relating to layout, landscaping, tree protection, biodiversity and flooding to be approved.
4. 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.
5. 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.
6. 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.

7. Before any planning consent is implemented an agreement under Section 278 of the Highways Act, 1980, will be required with respect to works affecting the existing highway. The applicants should contact the Transport Development Control Section at Civic Centre, Reading, RG1 2LU telephone: 0118 937 2612, to discuss arrangements for this.

8. Before any planning consent is implemented an agreement under Section 38 of the Highways Act, 1980, may be required with respect to adoption of new roads and paths by the Borough Council. The applicants should contact the Transport Development Control Section at Civic Centre, Reading, RG1 7TD telephone: 0118 937 3949, to discuss arrangements for this.

9. Conditions 3, 6, 7, 8, 11, 14, 17 and 19 are pre-commencement conditions because the details required which are to be approved needs to be designed and implemented before any other works start on the site or are of a nature that it would be impractical to install after work has started.

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.

Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>.

If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State can allow a longer period for giving notice of an appeal but 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 the Secretary of State 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.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

Purchase Notices

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

Street Naming & Numbering

You must contact Reading Borough Council to:

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

Otherwise the following may occur:

- You will not have an official address or postcode. When your property goes through the official process it may be given a different address and Postcode than you are currently using.
- You may have difficulty receiving mail
- You may have problems when buying goods or services such as utilities and telecommunications
- The emergency services may have difficulty locating you.
- You may have problems accessing Council services such as Education, Parking Services and Electoral Registration.

The Council is responsible for assigning house names and numbers and street names. It is also responsible for updating the National Land and Property Gazetteer (NLPG) which is a list of addresses which meet a common standard (BS7666) used throughout the country.

When a new address or change of address is requested, the Council contacts Royal Mail who check the address on behalf of the Emergency Services, assign a postcode and add it to their Postal Address File (PAF). The PAF list is used by many companies and services to check addresses, authenticate transactions and order goods, as well as deliver mail, so it is in your interest for your address to be on that list. Royal Mail will not create an address until requested to do so by the Council.

How to apply:

Email us using streetnamingnumbering@reading.gov.uk

Or telephone us on 0118 9373737

What we need to complete your request:

For new addresses or flat conversions:

- Site layout plan containing plot numbers
- Location plan - No bigger than A3 size (hard copy, PDF, JPEG or AutoCAD) showing the site boundary, including the new development, together with surrounding buildings for reference
- Anticipated completion and occupation dates

For change of address:

- You must be, or have authorisation from, the owner to request a change of address.
- Floor plan of the existing property
- Reason for change

Once created, the Council informs various bodies of your new address including the Emergency Services, Council Tax, Land Registry and utility companies as well as adding it to the National Land and Property Gazetteer.

Please be advised that companies and services using the PAF file only update the addresses monthly, quarterly or even less frequently, therefore it may take a while for your address to be listed in some places. It will, however, appear on the Royal Mail website within a few days once it has been added to the live address file.

Reading Borough Council has no control over the frequency by which other organisations update their address files.

THIS AGREEMENT is made the

2014

BETWEEN:

READING BOROUGH COUNCIL of Civic Offices Civic Centre Reading RG1 7AE ("the Council") (1)

DEVELOPER (Co. Reg. No. *****) whose registered office is at Developer Reg Office address ("the Developer") (2) and

.....BANK PLC (Co. Reg. No. *****) whose registered office is at Bank Reg Office address ("the Surety") (3)

RECITALS

1. The Site

The Council is the Highway Authority for the purposes of Section 38/278 of the Highways Act 1980 for the Borough of Reading in which the Land as hereinafter defined is situated

2. Land Ownership

The Developer is the owner of the Land and plans have been approved by the Council in pursuance of all Acts enabling it for the construction on the Land of a Road and the erection of {dwelling houses/flats/garages} fronting thereon and any other approved dwellings

3. Intention to Dedicate

The Developer intends to make up the Road and to dedicate it as a Highway and the Council has agreed to having the Road adopted as a highway maintainable at the public expense together with the highway drains shown on the Layout Plans referenced *****coloured blue and is willing to proceed with the said adoption subject as hereinafter provided

4. Road Works

Subject to payment by the Developer of the Road Works Supervision and Design Fees and to the carrying out of the Works and the maintenance thereof in a manner and upon the terms and conditions hereinafter appearing the Council will do all acts and things necessary for the taking over and adoption of the Road and drains ancillary thereto as repairable at the public expense

NOW IN PURSUANCE OF THE POWERS CONTAINED in Sections 38 and 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and all other powers enabling the Council in this behalf provided always that nothing in this Agreement shall be binding upon or enforceable against the owners and occupiers of individual dwellings constructed on the Land IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:-

1. Definitions

In this Agreement:-

1.1 "1980 Act"

means the Highways Act 1980

1.2 "Final Certificate"

means the certificate to be issued by the Head of Transport pursuant to Clause 7 of this Agreement

1.3 "the Head of Transport"

means the Head of Transport for the time being of the Council or such other officer as the Council may from time to time designate or her authorised representative

1.4 "Layout Plans"

means the layout plans approved by the Head of Transport and comprising

1228-S38E Section 38/S278 Agreement Plan

1228-503-01B longitudinal section

1228-501-01A drainage details

1228-501-02C external works details

1228-501-03B external works details

1228-501-01K drainage layout

and annexed at Annexure 1

1.5 "the Land"

means the land described in the Schedule to this Agreement registered at H.M. Land Registry under Title Number BK*****as shown on the Plan annexed at Annexure 2

1.6 "the Maintenance Period"

means for the period of twelve months from the date of the Provisional Certificate of Completion given by the Head of Transport ("the Provisional Certificate of Completion") that the Works have been completed to his satisfaction or such period as the Head of Transport shall determine as herein contained

1.7 "Programme"

means a programme and method statement for carrying out the Works

1.8 "Provisional Certificate for the Works"

means the certificate to be issued by the Head of Transport pursuant to Clause 6 of this Agreement

1.9 "the Road"

includes and means areas shown on the layout Plans and coloured where applicable as follows:

carriageway -coloured brown

footways -coloured grey

soft landscaping -coloured green

street lighting -coloured yellow

gullies -coloured blue

and intended together to form the site of roads adjacent to or part of {Name of Road} Reading

1.10 "Service Media"

means media for the supply or provision of any foul and surface water sewers water gas mains electricity and telephone or any other cables sewers drains conduits wires gutters downpipes watercourses or pipes and "Media" and "Service Media" shall be construed accordingly

1.11 “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

1.12 “Small Works Deposit”

means a deposit payable by the Developer in accordance with Clause 2 which the Council may at its absolute discretion (but only after having given not less than seven days notice in writing of its intentions so to do) use to discharge such obligations of the Developer under this Agreement in respect of which the Developer is in default which sum shall whilst held by the Council shall accrue interest at the rate specified in Section 225 of the 1980 Act

1.13 “the Street Specification”

means the current Reading Borough Council Specification relating to the construction of estate roads and drainage works and any revisions or amendments thereto of which the Developer shall be deemed to have full knowledge thereof

1.14 “the Works”

means the Works as described in Clause 3.2 any accommodation works and any works to Undertakers Services or Service Media

1.15 “Undertakers’ Services”

means any works to Undertaker’s Services or Service Media which may be necessary to be carried out to Undertaker’s Services or Service Media as a consequence of the Works

1.16 “Undertaker”

means any person or body (corporate or unincorporated) authorised by statute or licence to provide Undertakers Services and (without prejudice to the generality of the foregoing) includes any public gas supplier (as defined in Section 336(1) of the Town and Country Planning Act 1990) or transporter authorised under the Gas Act 1986 as substituted by the Gas Act 1995 Thames

Water Utilities Limited or any other water or sewerage undertaker appointed under the Water Industry Act 1991 the Environment Agency any holder of a licence under Section 6 of the Electricity Act 1989 for the generation transmission or supply of electricity and any telecommunications code system operator holding a licence under the Telecommunication Act 1984

1.17 "Works Costs"

means the costs of the Works as certified by the Head of Transport

1.18 "Works Supervision and Design Fees"

means the costs and expenses (including salaries and overheads) incurred by the Head of Transport in checking the design and specification and inspecting from time to time the Works

1.19 "Works Commuted Sum"

means the sum payable by the Developer in accordance with Clause 2 as a commuted sum towards the future maintenance of enhanced footway gullies soakaways street lighting

IT IS HEREBY FURTHER AGREED that where the context so requires:

- (a) the singular shall include the plural and vice versa
- (b) references to any party shall include the successors in title of that party
- (c) where a party includes more than one person the obligations of that party shall be joint and several
- (d) references to Clauses and Schedules are references to Clauses in and Schedules to this Agreement
- (e) references to a Statute or Statutory Instrument shall mean and include any statutory revision amendment or re-enactment thereof
- (f) words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit infringement of the restriction

AND THAT clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation

2. The Developer Covenants; Works Supervision and Design Fees, Commuted Sums etc

The Developer COVENANTS AND AGREES with the Council that none of the Works will be commenced until:

2.1 Wheel-Cleaning Facilities

additional drawings plans and specifications in order to provide wheel-cleaning facilities throughout the period of the Works have been submitted in writing to and approved in writing by the Head of Transport

2.2 Programme

a Programme for the Works has been submitted in writing to and approved in writing by the Head of Transport

2.3 Works Supervision and Design Fees

the Works Supervision and Design Fees of **POUNDS (£*)** have been paid to the Council

2.4 Works Commuted Sum

the Works Commuted Sum of **POUNDS (£*)** has been paid to the Council

2.5 Small Works Deposit

The Small Works Deposit has been paid to the Council

3. The Developer Covenants; Road Works

The Developer FURTHER COVENANTS AND AGREES with the Council that in relation to the Works:

3.1 Safety Audit; Design

it will arrange for an independent safety audit in relation to the Works to be carried out at all stages of the design of the Works in accordance with Highways Agency document HD19/03 Road Safety Audit at no cost to the Council by an independent safety auditor specialist such independent safety auditor specialist (1) being independent of the Developer and independent of the design team for the Works and (2) having been first approved by the Head of Transport

3.1. Works

it will at the Developer's own expense and to the satisfaction of the Head of Transport after giving to the Head of Transport not less than twenty eight days notice of its intention to commence the Works under this Agreement:

3.2.1 construction

properly sewer level pave flag kerb channel metal and otherwise make good the site of the carriageway of the Road including all such works (if any) as may be required by the Head of Transport to secure the connection of the Road with the Highway known as XXXXXXXXXXXX, Reading

3.2.2 street lighting

provide street lighting with the columns erected in the positions shown by black and white circles on the Layout Plan

3.2.3 pavements etc

properly construct pavements for pedestrians cycleways for cyclists together with vehicle crossings and perambulator ramps

3.2.4 retaining walls

where necessary provide retaining walls PROVIDED THAT for the avoidance of doubt it is hereby agreed that any embankment or retaining wall constructed in pursuance of this Sub-Clause shall be adopted as part of the highway and the said work shall become the property and responsibility of the Council as Highway Authority for the Borough of Reading

3.2.5 open space

lay out the open space forming a road island if shown on the Layout Plan

3.2.6 street name plates

provide street name plates to the specification of and in the positions determined by the Head of Transport

3.2.7 drainage easements etc

acquire all easements and consents requisite for providing disposal systems for surface water and highway drainage from the Land and for providing a proper outfall for such systems

3.3 Samples

it will provide samples of materials used or intended to be used in the Works as may be required by the Head of Transport from time to time for the purposes of testing the quality and suitability thereof

3.4 Labour etc

it will provide all of the labour materials and apparatus for carrying out such tests as may be required by the Head of Transport for the purpose of ascertaining whether the roads constructed by the Developer under the provisions of this Agreement have been constructed to the satisfaction of the Head of Transport

3.5 Execution of Works

it will carry out the Works in accordance with the Layout Plan the Section the Street Specification and such other drawings as the Head of Transport may require to be made at any time during the course of the Works to the satisfaction in all respects of and under the supervision of the Head of Transport

3.6 Sewers, Drains and Service Media

it will in the course of carrying out the Works:

3.6.1 laying of sewers, drains and Service Media

cause all foul and surface water sewers and highway drains gas and water mains electricity and television telephone and other cables to be laid under the Road and ensure that before the foundation of the Road is laid the mains and cables together with the foul and surface water sewer and highway drain connections are laid to the boundaries on either side of the Road to points to be agreed with the Head of Transport and erect and equip the said street lighting columns ready for lighting

3.6.2 wheel cleaning

ensure that at all times during the execution of the Works until the issue of the Final Certificate of the completion of the Works in accordance with Clause 7 the wheels of all vehicles entering or leaving the Land are sufficiently cleaned to prevent mud from the Land being deposited on the highway

3.7 Access to Land etc

it will during the progress of the Works give to the Head of Transport free access to every part of the Land for the purpose of inspecting the Works as they proceed and all materials for use therein PROVIDED THAT if the Head of Transport shall require the Developer so to do it shall uncover or open up any Works to enable the same to be inspected AND PROVIDED FURTHER if so required it shall remove any work or materials which are not in accordance with the Street Specification and which in the opinion of the Head of Transport are defective and at the expense of the Developer re-execute any such work and substitute proper and suitable materials to the satisfaction of the Head of Transport

3.8 Completion of Works

it will complete the Works with all diligence within the period of twelve months from the date hereof

3.9 Dedication

it will give up the Road and dedicate it to the public for the purpose of a highway when the Head of Transport has issued the Provisional Certificate for the Works

3.10 Maintenance and Reinstatement

it will fully maintain the Works during the Maintenance Period and reinstate and make good any defect or damage which may arise from any cause whatsoever or be discovered during such period from any cause howsoever arising

3.11 Overground Equipment

it will not at any time give consent to the erection of any telegraph or telephone pole telephone kiosk letter box or any overground equipment by any statutory undertaker or public utility authority or any other person or body whatsoever without first obtaining the Council's written consent

3.12 Road Works before Occupation

before any dwelling is occupied it will:

3.12.1 completion to front and flank

complete the carriageway road foundations and base course surfacing and kerbs and pavements to the satisfaction of the Head of Transport along the full distance of the frontage and flank to the plot on which the dwelling has been erected and connect the same to the existing public highway by means of a junction or extension to the existing public highway all as shown on the Layout Plans and drawings and as directed by and to the satisfaction of the Head of Transport

3.12.2 street lighting columns

arrange for the roads leading to such dwellings to be provided with the said street lighting columns to be operational and ready for lighting

3.12.3 name and house numbers etc

arrange and agree with the Head of Transport the road name and house numbers to be allocated to the Road as declared by the Council and erect the street nameplates in the position(s) agreed with the Head of Transport

3.13 Highway Sight Lines

it will at all times keep the area within the highway sight lines shown on the Layout Plan ("visibility splays") free from all structures objects or plant growth which might obstruct the view of the driver approaching the relevant junction or bend and if the Developer sells or lets all or any part of any sight zones it will include in the transfer or lease a covenant having effect as set out above and expressed to be annexed to and for the benefit of the

neighbouring land belonging to the Highway Authority which shall state no item or plant greater than 0.6 metres in height can be placed within the visibility splays

4. **NRSA**

Nothing in this Agreement shall restrict the power of the Council to declare the Road to be likely to become a maintainable highway under Section 87 of the New Roads and Street Works Act 1991

5. **Completion of Road Works: Safety Audit**

Upon the completion of each phase of the Works the Developer will arrange for an independent safety audit of the Road Works to be carried out in accordance with Highways Agency document HD 19/03 Road Safety Audit at no cost to the Council by an independent safety auditor specialist such independent safety auditor specialist (i) being independent of the Developer and independent of the design team for the Works and (ii) having been first approved by the Head of Transport

6. **Provisional Certificate for the Works**

When the Works have been carried out to the satisfaction of the Head of Transport he shall after written request by the Developer issue a Provisional Certificate for the Works and from the date of such Provisional Certificate the Maintenance Period shall commence PROVIDED THAT the Head of Transport shall have the right and be at liberty to refuse issuing a Provisional Certificate if in his opinion the roadway is likely to be used by heavy vehicles driven by or on behalf of the Developer or its servants or agents or contractors in connection with road or building works carried out on the Land shown on the Layout Plan notwithstanding the provisions of this Agreement

7. **Final Certificate**

The Council covenants that at the end of the Maintenance Period for the Works and upon receipt of a written request by the Developer and provided that:

- 7.1 the Developer has paid to the Council the Works Commuted Sum and

- 7.2 the remedial works in respect of any defects in construction or latent defective materials of which the Head of Transport has in writing notified the Developer during the construction or the Maintenance Period have been carried out to the Head of Transport's satisfaction and
- 7.3 the remedial works in respect of any defects in construction or latent defects in materials of which the Head of Transport has in writing notified the Developer at the end of the Maintenance Period have been carried out to his satisfaction and
- 7.4 all parts of the highway drainage system connect directly to a surface water sewer vested in Thames Water Utilities Ltd or their successors as sewerage authority for the Borough of Reading and
- 7.5 any necessary cleansing of surface water sewers gullies catchpits and manholes has been carried out by the Developer and
- 7.6 the Works have been directly connected to a carriageway that is a highway maintainable at the public expense and
- 7.7 the Works have been provided with proper street lighting traffic signs road markings and street name plates and furniture and
- 7.8 "as built" plans of the Works showing
 - 7.8.1 the position of Undertakers Services and Service Media within the Road including connections up to the back of footway edging
 - 7.8.2 the surface water drainage for the Road
 - 7.8.3 the position of street lighting columns and the associated service cables together with Stage 1 2 and 3 Safety Audits have been supplied to the Head of Transport and
- 7.9 the Developer has supplied to the Head of Transport the Health and Safety file in relation to the Works in accordance with the Construction (Design and Management) Regulations 1994 and
- 7.10 the Developer has undertaken any remedial works as required by a Stage 3 Safety Audit

the Head of Transport will issue his Final Certificate and thereupon give such notice ('Adoption Notice') and do such acts and things as may be required for seeing that the Road and highway drains shall become maintainable at the public expense and from the date of the Adoption Notice the Road and highway drains shall be roads and highway drains maintainable at the public expense

8. Cleaning

Upon the issue by the Head of Transport of his Final Certificate the Council will carry out all requisite cleaning sweeping or gulley emptying of the Road

9. Road Lighting

At such time as the Road lighting system comes into operation which shall be at the discretion of the Head of Transport the Council will pay the cost of the electricity consumed in the operation of that system

10. Default Powers

The terms of this Agreement are without prejudice to the right of the Council to exercise the powers available to the Council under the provisions of the Highways Act 1980 or of any other statutory enactment enabling PROVIDED THAT such powers shall not be exercised by the Council so long as the Developer strictly complies with the terms of this Agreement and if the Developer shall fail to perform or observe any of the covenants in relation to the Works on the part of the Developer herein contained within 28 days of notice to do so being given to the Developer by the Council or in the event of the Developer going into liquidation (save for the purposes of amalgamation or reconstruction of a solvent company) or entering into a Deed of Arrangement for the benefit of its creditors the Council shall have power:

10.1 works in default

to complete so much of the Works as remained to be done or to comply with the provisions of this Agreement as to the maintenance thereof and the reasonable expense and cost of such work and construction as certified by the Head of Transport may be recovered by the Council from the Developer

provided always that the Developer shall not be liable to reimburse the Council any costs incurred pursuant to this Clause 10.1 where the Council has recovered the same from the Surety

10.2 termination

to determine this Agreement by giving notice in accordance with Clauses 23 and 24

11. Obligations of Surety

Without prejudice to the right of the Council to exercise any of their rights and powers under the Highways Act 1980 or any other statutory provisions the Surety shall in the event of non-observance or breach of any of the terms of the covenants on the part of the Developer contained herein or in the event of the Developer going into liquidation (save for the purpose of amalgamation or reconstruction of a solvent company) or entering into a deed of arrangement for the benefit of its creditors or compounding with its creditors pay to the Council such sum of money as the Head of Transport may certify to be necessary to perform the obligations of the Developer or any of them under this Agreement together with any interest accrued thereto PROVIDED THAT:

11.1 amount of Bond

the sum payable by the Surety shall not exceed **POUNDS (£*)** in respect of the bond amount and that

11.2 forbearance etc

the Surety shall not be discharged or released from its obligations under this part of this Agreement by any arrangement between the Developer and the Council or by any alteration in the Developer's obligations or by any forbearance whether as to payment performance time or otherwise whether made with or without the consent of the Surety and that

11.3 release

if the Developer shall duly perform and observe all the terms provisions covenants conditions and stipulations in relation to the Works contained in this Agreement on the Developer's behalf to be performed and observed according to the true purport intent and meaning thereof then the Surety

will be released from its obligations under this part of this Agreement in the stages and in the manner hereinafter appearing:

11.3.1 Provisional Certificate

upon the issue by the Head of Transport of a Provisional Certificate for the Works by one release of £* (90% of Bond amount)

11.3.2 Final Certificate

If there are no claims whatsoever outstanding under this Agreement upon the issue by the Head of Transport of his Final Certificate then upon the issue by the Head of Transport of his Final Certificate by one release of £* (10% of Bond amount) PROVIDED THAT for the avoidance of doubt if there are any claims whatsoever outstanding under the Agreement prior to the issue by the Head of Transport of his Final Certificate of the Works then the Surety shall not be released but shall remain liable until such time as all such claims have been fully settled or compromised up to the sum specified in Clause 11.1 (but not beyond) and thereupon the Surety's obligations under this part of this Agreement shall be deemed fulfilled and cease to be of effect AND in this event the issue by the Head of Transport of a Final Certificate shall not prejudice or affect claims outstanding at the date of the said Final Certificate which shall remain to be dealt with under the terms of this part of this Agreement

12. Application of Sums received from Surety

The Council shall apply all sums received from the Surety in accordance with the preceding Clause solely to the completion of the Works and shall deduct such sums from any demands or charges which may be made by the Council on owners of properties abutting the road in respect of any Road Works carried out under the 1980 Act or any other statutory provisions

13. Refund of Surplus

If the sum paid by the Surety in accordance with Clause 11 exceeds the final cost of the Works (including the Council's additional Works Supervision and Design Charges and Work Commuted Sum) before the Road becomes a

highway maintainable at the public expense such surplus money shall be refunded to the Surety and no interest shall be deemed to have accrued to such surplus money during the period between its receipt by the Council and its repayment to the Surety

14. Extraordinary Traffic

If the Developer shall wish to use any section of the Road which under this Agreement has become a highway maintainable at the public expense with lorries or other heavy vehicles driven by or on behalf of the Developer or its servants agents or contractors in connection with road or building works carried out on the Land it shall first consult the Head of Transport and any such traffic should in any event be deemed to be extraordinary traffic for the purposes of Section 59 of the 1980 Act and the Developer agrees to pay to the Council any additional cost of repair or maintenance as may be settled by the Head of Transport as being attributable to such extraordinary traffic due allowance being made for the ordinary cost of maintenance of such section of the Road by reason of normal wear and tear

15. Additional Expenses

The Developer will pay to the Council within twenty-eight days of a demand on that behalf any expenses additional to the Works Supervision Fees (including salaries and overheads) reasonably incurred by the Head of Transport incurred as a result of or as a consequence of the Road Works not being properly carried out and the Developer shall also pay to the Council any value added tax properly payable in respect of such additional expenses.

16. Private Street Works Code

Nothing herein contained shall restrict or fetter the right of the Council upon the termination of this Agreement to put into operation or to have the Works or any part of them carried out under the Private Street Works Code contained in Part XI of the 1980 Act or any statutory re-enactment or modification thereof

17. Land Compensation Act

The Developer hereby indemnifies the Council against all costs associated with its responsibilities and all claims pursuant to Part 1 and Part 2 of the Land Compensation Act 1973 (as amended) and regulations made thereunder arising from the construction of the Works provided always that (a) prior to any claim under Part 1 and Part 2 of the Land Compensation Act 1973 the Council shall give the Developer the opportunity to comment on and take advice from the Developer's own planning consultant in relation to any such proposed settlement and (b) the Developer and/or its independent consultant shall be entitled to make representations to the Council in relation to any proposed settlement in respect of any claim under Part 1 and/or Part 2 of the Land Compensation Act 1973 and (c) the Council shall have proper regard to make representations made by the Developer or its consultants in accordance with this Clause 17 and further provided that such indemnity shall cease on the issue of the Final Certificate

18. Decisions by the Head of Transport

Any decision of the Head of Transport under the provisions of this Agreement and any Certificate issued by him shall be final and binding upon the parties hereto PROVIDED ALWAYS that nothing in this agreement shall prevent either party from seeking legal redress for any breach of this Agreement by the other from or to resolve any dispute arising under this Agreement via the Courts of England and Wales or such other mechanism as may be agreed between the parties

19. Saving for Apparatus etc

This Agreement does not authorise interference with Undertaker's Services or Service Media without their consent nor the installation or use of telecommunications apparatus without the consent of the owner of such apparatus

20. Rights of Third Parties

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

21. Local Land Charge

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

22. Interest on Unpaid Monies

In the event that any of the sums payable by virtue of this Agreement are not paid to the Council there shall be paid to the Council interest at the rate of 2% per annum above the base rate of the Co-operative Bank PLC for the time being in force on the sum or any amount thereof which may be outstanding from the date on which the payment is due until the date of receipt of payment by the Council

23. Notices

Any notice or other written document to be served or given by one party upon or to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by prepaid post to the party on whom it is to be served

24. Addresses for Service

The address for any notice or other written communication for any party to this Agreement is as specified on the first page of this Agreement

25. Legal Fees

The Developer agrees to reimburse the Council the legal costs and expenses of £750.00 incurred by the Council in the preparation and completion of this Agreement forthwith upon completion of this Agreement

THE SCHEDULE

(the Land)

All that land registered at H.M. Land Registry under Title Number **BK******* as shown on the Plan annexed at Annexure 2

ANNEXURE 1
(The Layout Plans)

ANNEXURE 2

(The Plan)

EXECUTED as a Deed by the Parties hereunto on the above date

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

Minute	Ht Del 30(2)
Originator	CA
Seal No.	
Checked	

Authorised Signatory

Authorised Signatory

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

THE COMMON SEAL of NATIONAL)
HOUSE BUILDING COUNCIL)
Was hereunto affixed)
In the presence of

Director

Company Secretary/Director

DATED

2014

READING BOROUGH COUNCIL

- and -

DEVELOPER

- and -

....BANK PLC

AGREEMENT

under Section 38/278 of the Highways Act 1980

relating to the making up

of a roads adjacent to and forming part of NAME OF ROAD, Reading

C J Brooks
Head of Legal and Democratic Services
Reading Borough Council
Civic Offices Civic Centre
Reading RG1 7AE
Legal/XX/1485/***
Datix *****