

DATED

2021

Mary Catherine Kehoe

("the Owner") (1)

And

John Stafford Dunningham

("the Owner of the shaded land") (2)

And

READING BOROUGH COUNCIL (3)

("the Council")

AGREEMENT

**constituting a Planning Obligation relating to
Land at the Rear of 292 Henley Road Caversham
(Planning Application No. 190592)**

**Michael Graham LLB(Hons); MBA
Assistant Director of Legal & Democratic Services
Reading Borough Council
Civic Offices, Civic Centre
Reading RG1 7AE**

IKEN 15466

THIS AGREEMENT is made the

2021

BETWEEN:

- (1) Mary Catherine Kehoe both of 97 Haddon Drive, Woodley, Berkshire, RG5 4LY ("the Owner")**

- (2) John Stafford Dunningham of Hillgrove Hall, Bradcutts Lane, Cookham Dean, Berkshire, SL6 9TL ("the Owner of the Shaded Land")**

And

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

RECITALS

A. Planning Obligation

This Agreement constitutes a planning obligation within the meaning of 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 Highways Act 1980 for the Borough of Reading in which the Application Land is situated

C. Land Ownership

The Owner is the freehold owner 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. The Owner of the Shaded

Land is the freehold Owner of the Application Land shaded purple on plan 1 annexed to this Agreement

D. Planning Application

The Owner submitted the Application (1910592) to the Council for Planning Permission to carry out the Development which was validated on the 27th August 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 1990 Act"

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

1.2 "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

1.3 "Affordable Housing Contribution"

means the sum of Fifteen Thousand Pounds (£15,000.00) as a contribution towards the provision by the Council of Affordable Housing in the Borough which is not being provided by the Owner on the Application Land

1.4 "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

1.5 "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 190592.

1.6 "Application Land"

means the land described in the First Schedule hereto and registered with Land Registry Title Number BK222485 and part of BK452939 and part of BK452940

1.7 "Deferred Affordable Housing contribution"

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

1.8 "Development"

means the construction of a 4 bedroom residential dwelling on the land to the Rear of 292 Henley Road with access from Maytree Walk.

1.9 "Dispose"

means where the context so admits

a contract for sale transfer mortgage charge lease or other disposal where such sale or transfer mortgage charge lease or other disposal which is not a Sham Transaction gives rise to a capital sum or where such contract for sale transfer mortgage charge lease or other disposal is by way of valuable consideration

and "disposal" "dispose" and "disposed of" shall be construed accordingly

1.10 "Development Plan"

means the Reading Borough Council Local Plan adopted November 2019

1.11 "Effective Date"

means the date of this Agreement

1.12 "End User(s)"

means an Occupier(s) of the Development

1.13 "Financial contributions"

Means any financial payment made by the Owner to the Council pursuant to this Agreement

1.14 "First Occupation"

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

1.15 "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

1.16 "Implementation Notice"

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

1.17 "Index"

means the Consumer Price Index issued by the Office for National Statistics

1.18 "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

1.19 "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

1.20 "Obligations"

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

1.21 "Occupation"

means beneficial occupation of the Residential Unit provided by 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

1.22 "Occupation Notice"

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

1.23 "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 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

1.24 "Plan 1"

means the plan marked "Plan 1" illustrating the Application Land edged red and shaded purple annexed hereto

1.25 "Planning Permission"

means the planning permission to be granted by the Council pursuant to the Application

1.26 "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)

1.27 "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

1.28 "Residential Unit"

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

1.29 "Sales Value"

the actual capital receipt achieved in respect of the 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

1.30 "Shaded Land"

means the land shaded purple on Plan 1

1.31 "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 Value 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

1.32 "Working Days"

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

2. INTERPRETATION

2.1 Clause headings shall not affect the interpretation of this Agreement

2.2 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality)

2.3 A reference to a company shall include any company corporation or other body corporate wherever and however incorporated or established

2.4 Unless the context 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 Owner 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

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 Owner this Agreement shall cease to have effect (but not so as to avoid any Obligation in this Agreement on the part of the Owner 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 Owner shall cease to have any obligation or liability under the terms of this Deed in relation to the Application Land or any part thereof once she shall have parted with all her interest in the Application Land or that part thereof respectively but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

3.7 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 Owner covenant with the Council

- (a) not to Implement the Development before the Owner has served the Implementation Notice**
- (b) to serve an Occupation Notice within five (5) Working Days after the Development has been first Occupied**
- (c) to observe and perform the obligations on their part contained in the Second Schedule (Affordable Housing Obligations)**

5.2 The Owner 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) and**
- (b) the Monitoring Contribution of four hundred pounds (£400.00).**

6. THE OWNER OF THE SHADED LAND'S OBLIGATIONS

The Council agrees with Owner of the Shaded Land that except for the planning obligations contained in this deed specifically regulating the use of land or buildings after construction, no planning obligations contained in this deed shall be binding on him

7. COUNCIL'S OBLIGATIONS

The Council covenants with the Owner to observe and perform the obligations on its part contained in the Second Schedule (Affordable Housing Obligations)

8. INTEREST ON UNPAID MONIES

If any monies (save for the Monitoring Contribution) due under this Agreement are paid late the Owner shall pay the Council interest at the rate of 4% per annum above the base rate of the Bank of England for the time being in force on the sum of 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

9. INDEXATION

The amount of the Financial Contributions payable under the provisions of this Agreement shall be increased by an amount equivalent to the percentage increase in the Index from the Effective Date until the date on which the said Contribution is paid

10. 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 15466/191043 or other reference quoted in relevant S106 Demand Notice issued in respect of the obligation

11. 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

12. 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 Owner as specified in the Agreement or any other address notified in writing to the Council

13. ARBITRATION

13.1 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

13.2 Any referral pursuant to Clause 13.1 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.

13.3 The expert appointed pursuant to Clause 13.1 (the "Expert") shall within 7 days of appointment make directions regarding the procedural and evidential matters referred to in S34 of the Arbitration Act 1996, and the decision of the Expert shall be final and binding on the parties and whose costs shall be in his award

13.4 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 forty Working Days from the date of his appointment to act

14. 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

15. NO WAIVER

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

16. 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

17. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and the parties hereto agree to submit to the exclusive jurisdiction of the Courts of England and Wales

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 Land to the Rear of 292 Henley Road, Caversham RG4 6LS under Title Numbers BK222485 and part of BK452939 and part of BK452940 as shown within the Development edged red and shaded purple on Plan 1 at Annexure 1

THE SECOND SCHEDULE

("the Affordable Housing Obligations")

The Owner covenants and agrees 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 Residential Unit comprising the Development**
- 2. To pay a Deferred Affordable Housing Contribution to the Council based on the Sales Value which shall be 50% of any additional value in excess of the sum of £730,000 being the current estimated Open Market Value of the Residential Unit always provided that Deferred Affordable Housing Contribution will be capped at £21,500. By way of a working example for illustration purposes only:**

Sales: £ 760,000

Uplift: £30,000 (£760,000 less £730,000)

50% of uplift: £15,000

Balance to pay to the Council in this illustration would be £15,000

The Deferred Affordable Housing Contribution shall be paid upon first disposal of the Residential Unit or First Occupation (whichever is the earlier) of the

Residential Unit

- 3. Any Deferred Affordable Housing Contribution generated for the Development will be paid to the Council in full capped at £21,500 so that the maximum affordable housing contribution inclusive of both the**

Affordable Housing Contribution and the Deferred Affordable Housing Contribution shall not exceed £36,500.

THE THIRD 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 remain 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 following the expiry of the Prescribed Period

ANNEXURE 1

"Plan 1" - the Application Land

Land Rear of 292 Henley Road, RG4 6LS



0 50
Metres



Plan Produced for: MZM Associates Ltd
Date Produced: 16 Apr 2019
Plan Number/Project ID: TORQM19106175145025
Scale: 1:1250 @ A4

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**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: mzm associates
31 Gordon Road
Maidenhead
SL66BR

Application No: 190592
Application type: Full Planning Approval

Applicant: Mr Timothy Kehoe

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: 4 bedroom residential dwelling on the land to the Rear of 292 Henley Rd. Access will be provide from Maytree Walk.

At: 292 Henley Road Caversham Reading RG4 6LS

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:

Head of Planning, Development
& Regulatory Services



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Application At: 292 Henley Road Caversham Reading RG4 6LS

Application No: 190592

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 received on 10 April 2020:

PL-01 Proposed Floor Plans

PL-02 Proposed Block Plan

PL-03 Proposed SW & Rear Elevations

PL-04 Proposed NE & Front Elevations

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. The materials to be used in the construction of the external surfaces of this development shall be as specified on the plans and/or application forms unless otherwise agreed in writing with the Local Planning Authority.

REASON: 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. Prior to the occupation of the development, a scheme of biodiversity enhancements, to include bird and bat boxes, tiles or bricks on and around the new buildings, native and wildlife friendly planting, and gaps at the base of new fences to allow hedgehogs and other wildlife to move through the site, shall be submitted to and approved in writing by the council. The scheme of biodiversity enhancements shall thereafter be installed as approved.

Reason: To incorporate biodiversity in and around developments in accordance with paragraph 175 of the NPPF. Planning and policy EN12 of the Reading Borough Local Plan 2019.

5. The dwelling(s)/building(s) hereby permitted shall not be occupied until all vehicle parking space(s) have been provided in accordance with the plans hereby approved and

Date:

Head of Planning, Development
& Regulatory Services



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Electric Vehicle Charging points provided. The space(s) shall be kept available for parking at all times thereafter.

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

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

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

7. Prior to first occupation/use of the building hereby approved, a scheme of hard and soft landscaping shall be submitted to and approved in writing by the Local Planning Authority. This scheme shall specify means of treatment for hard surfaced areas, means of enclosure including mammal gaps where appropriate, specify species, planting sizes, spacing and numbers of trees/shrubs to be planted (including replacement trees and tree pit specifications where appropriate, and must include a maintenance programme detailing all operations to be carried out in order to allow successful establishment of planting. Planting shall be carried out in accordance with the approved details in the first planting and seeding seasons following the occupation of the building(s) or in accordance with a timetable agreed in writing with 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: 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. Prior to first occupation of the development hereby approved, a plan indicating the positions, design, materials and type of boundary treatment to be erected, shall be submitted to and approved in writing by the Local Planning Authority. Where appropriate the boundary treatment shall include the provision of mammal gaps. The boundary treatment shall be implanted in accordance with the approved plan before the development is occupied or otherwise in accordance with a timescale agreed in writing by the Local Planning Authority.

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

9. No development shall commence on site until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating

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Head of Planning, Development
& Regulatory Services



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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 14 of the Reading Borough Local Plan 2019.

10. The development hereby permitted shall not be occupied 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 an 'As Built' Standard Assessment Procedure (SAP), produced by an accredited energy assessor.

REASON: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policy CC2 and 14 of the Reading Borough Local Plan 2019.

11. No development shall commence on site until a site specific Construction Method Statement has been submitted to and been approved in writing by the Local Planning Authority. The Statement shall provide for:

- a) Space on site where vehicles of site operatives and visitors can be parked with details of how site operatives and visitors will be required to make use of the parking area provided;
- b) Location on site for storage of plant and materials used in constructing the development;
- c) The erection and maintenance (including removal of any graffiti or fly posters) of security hoarding around the site;
- d) Identification of any footpath closures or road closures needed during construction;
- e) Required wheel washing facilities on site;
- f) A scheme for recycling waste resulting from the construction works. g) Measures for controlling the use of site lighting whether required for safe working or for security purposes;
- h) Required measures to control the emission of dust, dirt and other airborne pollutants during construction;
- i) Provisions to be made for the control of noise coming from the site during construction

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

Date:

Head of Planning, Development
& Regulatory Services



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

12. No construction or associated deliveries shall take place outside the hours of [0800hrs to 1800hrs] Mondays to Fridays, and [0800hrs to 1300hrs] on Saturdays, and not at any time on Sundays and Bank or Statutory Holidays without prior written approval from the Local Planning Authority.

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

INFORMATIVES

1. The Local Planning Authority has worked positively and proactively with the applicant to resolve relevant matters to allow permission to be granted within the prescribed target or agreed extended timescale for the decision to be issued.
2. i) The attention of the applicant is drawn to Section 59 of the Highways Act 1980, which enables the Highway Authority to recover expenses due to damage caused by extraordinary traffic.
ii) Any works affecting the Highway shall be in accordance with Reading Borough's Council's document "Guidance Notes for Activities on the Public Highway within the Borough of Reading". The applicant should note that compliance with this document is mandatory and licences to work on the Highway will only be issued if the requirements contained within it are met. A copy can be obtained from the Council's website.
3. A section 106 Agreement has been completed for this development. A copy of the S106 Legal Agreement is available on the Council's Public Register of Planning.
4. Your attention is drawn to the terms and conditions of this permission. Any development which is carried out but which differs materially from the approved plans and details, or does not comply with any condition(s) or planning obligation(s) attached to the permission may result in the Council taking action to remedy the breach of planning control. If you are in any doubt please contact the Council.
5. Your attention is drawn to the requirement for submission of a Building Regulations application for the proposed development. Please contact Building Control on 0118 937 2449 for advice.

Date:

Head of Planning, Development
& Regulatory Services



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6. Complaints are commonly received about noise and dust caused by construction and demolition works, particularly working outside reasonable hours and smoke from bonfires associated with the burning of waste on site. The developer is reminded that construction and demolition associated with the approved development will be subject to environmental health law.

7. During the course of construction, the developer should take care to ensure that no part of this development (foundations, eaves, guttering, etc.) would encroach on, under or across the boundary line with the adjoining property, as the requisite Notice has not been served on the owner of that property. This permission does not confer any right of access onto land that is not under the developer's control. The developer should also be mindful of the obligations and requirements of the Party Wall Act (1996) details of which can be found at:

<https://www.gov.uk/guidance/party-wall-etc-act-1996-guidance>

8. You are advised that the development lies on a potentially contaminated site. Due to the nature of the historic land use there is the potential of contaminated land being present. The developers must be aware that any ground or enabling works may bring receptors into contact with the aforementioned contaminants. You may wish to satisfy yourself that the details of the construction proposals take the necessary account of the possibility of contaminants from that source.

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

Date:

Head of Planning, Development
& Regulatory Services

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 streetnaming@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.

EXECUTED AS A DEED (but not delivered until the date hereof)

BY Mary Catherine Kehoe)

[REDACTED]

in the presence of:

WITNESS

[REDACTED]

NAME: Robert Hissbending

ADDRESS: Purville Begonia Hill Road
Twyford Berkshire RG10 0UB

EXECUTED AS A DEED (but not delivered until the date hereof)

BY John Stafford Dunningham)

[REDACTED]

in the presence of:

WITNESS

[REDACTED]

NAME: RICHARD SUCKERIDGE

ADDRESS: GARDNER LEADER
First Floor
7 Frascati Way
Maidenhead
Berkshire
SL6 4UY

EXECUTED (BUT NOT DELIVERED)

UNTIL THE DATE HEREOF) by)

the affixing of THE COMMON)

SEAL of READING BOROUGH)

COUNCIL in the

Authorised Sign



Minute	HPRS 23.7.2014, Min 12
Originator	WB
Seal No.	109/21
Checked	CB

DATED

2021

Mary Catherine Kehoe

("the Owner") (1)

And

John Stafford Dunningham

("the Owner of the shaded land") (2)

And

READING BOROUGH COUNCIL (3)

("the Council")

AGREEMENT

constituting a Planning Obligation relating to

Land at the Rear of 292 Henley Road Caversham

(Planning Application No. 190592)

**Michael Graham LLB(Hons); MBA
Assistant Director of Legal & Democratic Services
Reading Borough Council
Civic Offices, Civic Centre
Reading RG1 7AE**

IKEN 15466

