

FORSTERS

DATED

14th July 2021

2021

- (1) SGN COMMERCIAL SERVICES LIMITED ("THE OWNER")
- (2) READING BOROUGH COUNCIL ("THE COUNCIL")

AGREEMENT PURSUANT TO S.106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

relating to

Former Gas Holder Site, Alexander Turner Close, Reading, RG1 3EA (Planning Application
Number 190627/FUL)



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DATE 14th July 2021

PARTIES

- (1) **SGN COMMERCIAL SERVICES LIMITED** (Company Registration No 05969465) of St. Lawrence House, Station Approach, Horley, Surrey RH6 9HJ ("**Owner**")
- (2) **READING BOROUGH COUNCIL** of Civic Offices, Bridge St, Reading RG1 2LU ("**Council**")

RECITALS

- (A) 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 area within which the Site is situated.
- (B) The Owner is the freehold owner of the Site.
- (C) Danescourt (Kenavon Drive Project Management) LLP submitted the Application to the Council.
- (D) On 13th November 2019 the Council having regard to the Local Plan adopted on 4th November 2019 and to all other material considerations resolved at its Planning Applications Committee meeting that planning permission should be granted for the Development pursuant to the Application subject to conditions and the completion of this Agreement.

OPERATIVE PROVISIONS

1. STATUTORY POWERS

- 1.1 This Agreement is a planning obligation for the purposes of section 106 of the 1990 Act. It is acknowledged by the Parties that the obligations contained within it are binding on the Site in the manner set out at clause 2.
- 1.2 The obligations at clause 5 are enforceable by the Council as Local Planning Authority and Local Highway Authority against the Owner.
- 1.3 The obligations at clause 6 are enforceable against the Council by the Owner.

2. LAND BOUND AND ENFORCEABILITY

- 2.1 The Owner shall in parting with the Site or of the Site in respect of which a breach occurs be released from all liability under the terms of this Agreement (except in respect of any breach subsisting prior to parting with that of the Site to which the breach relates).
- 2.2 This Agreement shall be enforceable by the Council and shall be registrable as a Local Land Charge by the Council.

- 2.3 The Council shall upon written request from the Owner effect a cancellation of any entry made in the Local Land Charges Register in relation to this Agreement after the obligations of the Owner have been performed or discharged.
- 2.4 If the Planning Permission expires prior to Implementation of Development, is quashed, 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 of the Owner having already been implemented or performed).
- 2.5 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.
- 2.6 The obligations and restrictions in this Agreement shall not be binding upon or enforceable against:
- (a) any purchaser and/or mortgagee of the Residential Units;
 - (b) any person who acquires any of the Site or interest therein for the purposes only of the supply of electricity, gas, water, drainage, telecommunications services, or public transport services;
 - (c) temporary uses for construction purposes; and/or
 - (d) any person acquiring an interest in the Site solely by way of registered legal charge or mortgage unless that party takes possession of the Site in which case they will be bound by obligations in this Agreement as an owner, in relation to any parts of the Site over which it has a legal charge, but not further or otherwise.

3. GENERAL PROVISIONS

3.1 Definition and Interpretation

In this Agreement, including the recitals, unless the context otherwise requires, the following words and expressions shall have the meanings shown:

1990 Act: the Town and Country Planning Act 1990

1980 Act: the Highways Act 1980

Access: the provision (without payment of monetary or other consideration) of vehicular and pedestrian rights of way vehicular parking rights and access (whether on foot or otherwise) to and within the Affordable Housing Units

together with (without payment of monetary or other consideration) all rights and easements over the Site as are necessary to facilitate the Occupation of the Affordable Housing Units on the Site

**Accredited Car Club
Provider:**

an organisation accredited in the United Kingdom by Car Plus which provides cars for use by members of a Car Club in consideration of payment or other accredited body that provides similar services

**Additional Carbon Off
Setting Contribution:**

a carbon off-setting contribution to be calculated and paid by the Owner to the Council towards the Council's Carbon Off setting requirements to off set additional residual carbon emissions (in tonnes CO₂ per year) in the event that the Development cannot fully meet the actual carbon dioxide emissions target on site as required by the Energy Strategy Report dated September 2019 Version 3 by Gary Nicholls of Briary Energy and shall be paid by a one off payment calculated at £1800 per tonne (calculated as £60 per tonne over a thirty year period) for each tonnage difference between the figures set out in the report and the as built out development

Affordable Housing:

affordable rented housing and intermediate housing as defined in Annex 2 of the National Planning Policy Framework published February 2019 or any subsequent definition in any revision amendment or re-enactment thereof published by the UK Government

Affordable Housing Mix:

fifteen (15) Affordable Housing Units comprising ten (10) (3 x 3 bedroom units and 7 x 2 bedroom units) Shared Ownership Units and five (5) (5 x 2 bedroom units) Affordable Rented Units

Affordable Housing Price:

the price which it is reasonably estimated a Housing Association or Registered Provider is reasonably likely to pay to acquire the Affordable Housing Unit on the terms and conditions set out in Part 1 of Schedule 3

**Affordable Housing
Provider:**

a person, company, partnership, organisation or manager which is a registered provider of social housing within the meaning of section 80 of the Housing and Regeneration Act

2008 (or any statutory modification thereto) and registered with the Regulator of Social Housing pursuant to section 81 of the Housing and Regeneration Act 2008 or from time to time permitted by law to provide Affordable Housing

Affordable Housing Units: the Residential Units to be provided as Affordable Housing in accordance with the Affordable Housing Mix together with Access and Services

Affordable Rent: rents set in accordance with the requirements of Homes England and the Regulator of Social Housing or their successor bodies and being no more than 80% of the local Market Rent (including service charges but not including Ground Rent where applicable) or the maximum sum payable as housing benefit for the size and condition of each Affordable Housing Unit

Affordable Rented Units: the 5 (five) Residential Units to be made available at Affordable Rent pursuant to the Affordable Housing Mix and know as C001 C101 C102 C201 and C202

Agreed Existing Use Value: the agreed existing use value for the Site totalling £212,000 (two hundred and twelve thousand pounds)

Agreement: this deed of agreement entered into pursuant to section 106 of the 1990 Act

Application: the planning application for the Development validated by the Council on 28 May 2019 and given reference number 190627/FUL

Bus Service Contribution the sum of **TWO HUNDRED THOUSAND POUNDS (£200,000)** towards bus services on route 42

Business Day: a day other than a Saturday or a Sunday or public holiday in England and Wales or the period between 24 December and 1 January inclusive and "Business Days" shall be construed accordingly

Car Club: a local club operated and managed by an Accredited Car Club Provider in which members can book cars owned by the Accredited Car Club Provider and park in specifically reserved car club spaces and use them for the period of the booking

and "Car Clubs" shall be construed accordingly

Car Club Assessment:

an assessment of the demand generated by the Development for a Car Club including the number of spaces to be provided as of such Car Club

Car Club Space:

a parking space within the vicinity of the Development to be used to park a vehicle to be used for the operation of the Car Club and "Car Club Space(s)" shall be construed accordingly

Car Club Strategy:

a strategy for the provision and operation of a Car Club in respect of the Development such strategy to include measures such as:

- (a) confirmation that at least one (1) Car Club Space will be provided before Occupation;
- (b) a further one (1) Car Club Space to be provided dependent on the outcome of any Car Club Review undertaken bi-annually during the initial ten year period;
- (c) the location of the Car Club Space(s);
- (d) timetable for delivery of the Car Club Space(s);
- (e) the proposed Car Club to whom the Car Club Space(s) shall be marketed for use; and
- (f) details of any benefits to be offered to members of the Car Club;
- (g) details of bi-annual Car Club Review

Car Plus:

the national charity promoting responsible car use and which operates an accreditation scheme for Car Clubs or other accredited body that provides similar services

Carbon Off-Set Contribution:

the sum of **ONE HUNDRED AND FIFTY EIGHT THOUSAND EIGHT HUNDRED AND SEVENTY ONE POUNDS AND SEVENTY FOUR PENCE** (£158,871.74) as Index Linked

Common Areas:

- (a) all shared surfaces, landscaped areas, car parks and pedestrian and/or cycle routes within the Development which are not intended to be adopted

by the local highways authority pursuant to its powers under the 1980 Act; and

- (b) all areas within the Development which are used in common by Occupants and users of the Development

**Construction ESP
Monitoring Fees**

the sum of **TWENTY FIVE POUNDS** (£25.00) per approved Construction Skills and Employment Plan towards the monitoring of the Approved Construction Skills and Employment Plan

**Construction Skills and
Employment Plan:**

the Employment and Skills Plan to be approved by the Council's Partner which incorporates the Construction Employment and Skills Measures and Provisions set out in the Employment Skills and Training SPD adopted by the Council on 15th April 2013 and attached at Schedule 7 and Annex 3

**Construction Skills and
Employment
Contribution:**

the sum of **THIRTY FIVE THOUSAND FIVE HUNDRED AND NINETY ONE POUNDS AND FIFTY PENCE** (£35,591.50) (Indexed Linked) to be paid to the Council and applied by its Partner Organisation towards the Construction Employment and Skills Measures and Provisions in accordance with Schedule 6 if no ESP is forthcoming

**Default Affordable
Housing Contribution
Sum:**

An amount of monies Index Linked that is calculated in accordance with Schedule 3 as a contribution towards the provision of off-site Affordable Housing in the Borough of Reading where the Affordable Housing Units cannot be provided under Part 1 of Schedule 2

**Deferred Affordable
Housing Contribution:**

a sum equal to fifty per centum (50%) of the Surplus but which sum shall not exceed the Maximum Sum

**Deferred Payment
Mechanism:**

a sum that is calculated by an open book review of standard development cost and value inputs (triggered on sale or equivalent of the 107th unit) to secure that any excess above a developers profit of 18.7% of the Gross Development Value Index Linked as detailed in the original Viability Appraisal is shared on a 50/50 basis (£1 for £1) between the applicant and the Council up to the equivalent of the 30% cap either in the form of additional units or a cash equivalent whichever the

Council determines in its absolute discretion

Deficit:

A sum equal to the Owners Actual Profit less the Owners Target Profit as detailed in the Updated Viability Appraisal which sum shall be a negative figure which is zero pounds (£0) or less

Development:

the development of the Site pursuant to the Planning Permission as follows:

Demolition of existing buildings and Gas Holder and the erection of new buildings ranging between 2 and 9 storeys in height, providing 130 residential units (Class C3) with associated access, car parking, landscaping and open space

Development Costs:

the aggregate costs expenses liabilities and other sums reasonably and properly incurred (or anticipated to be incurred) by or on behalf of the Owner in connection with the acquisition disposal construction marketing and management of the Development including (without limitation to the foregoing):-

- (a) the Agreed Existing Use Value;
- (b) all construction costs (to include any site remediation demolition stripping out site clearance works along with works of construction refurbishment or improvement);
- (c) the cost of relocating the existing use from the site capped at £450,000;
- (d) Stamp Duty Land Tax and Land Registry Fees;
- (e) the cost of extinguishment modification or variation of any interests or rights in over or against the Site;
- (f) the cost of Statutory Consents;
- (g) the Planning Costs and/or any sums paid or payable under agreements entered into by the Owner under
 - (i) Sections 38 and/or 278 of the Highways Act 1980
 - (ii) Section 104 of the Water Industry Act 1991 for the provision of drainage works as of the Development

(iii) and any other agreement or licence with any competent authority or body relating to other services or works which may be required in order to facilitate the Development;

- (h) any Finance Costs;
- (i) any costs relating to the sale lease or other disposal of the Development (including structural warranties) and all legal surveyors solicitors and other professional fees agency commission advertising marketing promotional expenses and other costs in connection with any of these matters referred to in this definition;
- (j) fees of all reasonably appointed professional consultants appointed in relation to the Development;
- (k) fees paid to a project manager; and
- (l) any other costs expenses or charges reasonably and properly incurred in the carrying out of the Development

Disposal:

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

Effective Date:

means the date of this Agreement

Finance Costs:

finance costs and interest paid on loans or other monies to finance or fund the Development and any arrangement fees and other costs of any lender payable by the Owner including interest on internal equity funding and where any funding is provided by the Owner from their own resources notional interest at the interest rate at which the Owner are able to secure loan finance provided that the return on such internal equity funding shall not exceed five per centum (5%) per annum

Gross Development

means the actual long leasehold or freehold capital receipt

Value:

Index Linked and independently confirmed estimated capital receipt of each Disposal of a Residential Unit together with all other actual sale proceeds capital payments and receipts paid to or received by the Owner or by others on their behalf after the date of this Agreement in respect of any Disposal (and in the case of a Deemed Disposal of a Residential Unit the Open Market Value) including in each case (but not limiting the generality of the foregoing) any income or receipt generated by the Owner from:

- (a) in respect of the Disposal of a Residential Unit by way of a exchange or by way of a swap the full value of the dwelling acquired without deduction for the property taken in exchange
- (b) in respect of the Disposal of a Residential Unit by way of a shared equity scheme the full amount of the premium payable under the lease together with the up to date market value of any residual interest of the Owner in such Residential Unit as at the date of the Updated Viability Appraisal
- (c) in respect of a Residential Unit subject to a short residential lease all rents received up to the Disposal of that Residential Unit
- (d) all rents licence fees and other sums received by the Owner (after payment of costs and commissions) from any licensee or occupier or any proposed licensee or occupier; and
- (e) any non-repayable sums secured from or through third parties in relation to the Development including government relief grants incentives or tax opportunities for such matters as but not exclusive to decontamination costs; and
- (f) the value of any overage or other performance related payment attributable to any Disposal; and
- (g) the actual or independently estimated capitalised rental value of any ground rents on long leasehold disposals **PROVIDED ALWAYS** that all such sale

proceeds capital payments receipts and other income shall only be taken into account once when calculating the Gross Development Value

Ground Rent: rent payable to the Owner by the Occupants of the Development of each Residential Unit

Highway Works: the off-site highway works to connect the access road and footpath to Alexander Turner Close and the works required for the new link to the pedestrian footbridge over the River Kennet as shown on Plan 3 (drawing number 5757.001 and Plan 4 (drawing number 5757.SK12) at Annex 4

Highway Agreement: agreement or agreements made pursuant to section 38 and/or section 278 of the Highways Act 1980 or other relevant statutory provisions required in order to carry out the Highway Works

Housing Need: a person who has need because his income is insufficient to enable him to rent or buy housing available locally on the open market determined with regard to local incomes and local house prices

Implement: the carrying out on the Site or on a specified of the Site of a material operation (as defined in section 56(4) of the 1990 Act) (including a change of use) comprised within the Development, save that for the purposes of this Agreement, works of demolition, excavation, archaeological works, site surveys, site preparation, environmental preparatory works, landscaping works, the erection of fencing to enclose the Development or any of the Development or the laying or provision of any services and/or services diversion works on or under the Development or any of the Development, the laying out of roads for construction purposes, and other non-permanent works preparatory to the construction of buildings, structures or roads shall not be deemed to be carrying out of a material operation for the purposes of this Agreement and the words "**Implemented**" and "**Implementation**" shall be construed accordingly

Implementable Consent: the point at which the Site:

(a) has been cleared of all structures which are present at

the date of this Agreement; and

- (b) all decontamination works have been carried out to the written satisfaction of the relevant regulatory body;

enabling the Owner to carry out begin building out the Development

Implementation Notice: the notice to be served by the Owner upon the Council stating the proposed date of Implementation

Index Linked: linked to the Retail Prices Index in accordance with clause 8 and "**Indexed**" "**Index Linked**" and "**Indexation**" shall be construed accordingly

Market Rent: the rent based on a residential lettings estimate for a property of the appropriate size and condition in the Borough of Reading to that of each individual Affordable Housing Unit and calculated in accordance with the principles for valuation set out in the Royal Institution of Chartered Surveyors recognised method (the Red Book)

Maximum Sum (Cap) : the sum of **ONE MILLION FIVE HUNDRED AND SEVENTEEN THOUSAND THREE HUNDRED AND SEVENTY NINE POUNDS** (£1,517,379.00) and Index Linked which reflects the policy compliant quantum of Affordable Housing within the Development that may have otherwise been provided

Monitoring Fee: the sum of **ONE THOUSAND POUNDS** (£1000) to be paid to the Council for the purpose of monitoring the Obligations by the Monitoring Officer as set out in this Agreement

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

Obligations: the Covenants on behalf of the Owner set out at Clauses 5, 10 and in Schedule 1 to Schedule 7 and the covenants by the Council set out in clause 6 and Schedule 8 to this Agreement

Occupation: First occupation of the Development for any purpose permitted by the Planning Permission, but not including

occupation by personnel engaged in the construction, fitting out or occupation for marketing or display, and the words "**Occupy**" "**Occupied**" and "**Occupants**" shall be construed accordingly

Occupation Notice: the notice to be served by the Owner upon the Council that the Development has been brought into use and is being Occupied

Off-Site Leisure and Recreation Contribution: the sum of **TWO HUNDRED THOUSAND POUNDS (£200,000)** and Index Linked as a contribution towards the off-site provision of leisure and recreation improvements to Palmer Park and Christchurch Meadows

Open Book Basis: all sales lettings income and receipts together with architect certificates and independently verified cost schedules associated with the Development Costs Finance Costs Planning Costs and any other costs and expenses reasonably and properly incurred in the carrying out of the Development which includes together with if necessary books of account vouchers receipts invoices orders contractual documentation and other documentation relating to the carrying out of the Development which shall be open to inspection by the Council

Open Market Units: the Residential Units excluding the Affordable Housing Units and the expression "Open Market Unit" shall be construed accordingly

Open Market Value: 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) a willing seller and a willing buyer;
- (b) that the sale is an arm's-length transaction;
- (c) 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;

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

Owners Actual Profit: the Gross Development Value less all Development Costs as detailed in the Updated Viability Appraisal

Owners Target Profit: a sum of money equal to eighteen and seven tenths of a per centum (18.7 %) of the Gross Development Value and Index Linked from the date of the original Viability Appraisal submitted to the Council as of the Application

Parties: the parties to this Agreement, and those deriving title through and under them, and "**Party**" shall mean any one of them

Partner Organisation: the economic development company Reading UCIC (Co. Registration No. 5671172) mandated by the Council and the Reading 2020 Local Strategic Partnership to lead on economic development (Memorandum of Understanding dated 15th February 2008) whose registered office is at One Forbury Square The Forbury Reading RG1 3EB or any successor or similar organisation or organisations having similar objectives to Reading UCIC and nominated by the Council in writing to the Owner as the partner organisation for the purposes of the Construction Employment and Skills Measures and Provisions

Plan: the plan marked at Annexure 1 illustrating the Site edged red.

Planning Costs: Community Infrastructure Levy after any allowance for affordable housing relief but not including any surcharges or late payment interest incurred under the Community Infrastructure Levy Regulations 2010 (as amended) the sums paid to the Council pursuant to this Agreement (including legal fees incurred in connection with this Agreement) other

than the Deferred Affordable Housing Contribution and all professional and associated costs (including planning application fees) incurred by the Owner in the obtaining of planning permission for the Development.

Planning Permission:

the planning permission to be granted by the Council pursuant to the Application substantially in the form of the draft at Annexure 2 and including any other permissions granted under section 73 of the 1990 Act varying the Development

Practical Completion:

(where the context so admits) the issue of a certificate of practical completion pursuant to a building contract for a building and/or of a building or where a building or of a building is ready for Occupation (whichever is the earlier) and the expression "Practically Completed" shall be construed accordingly

Prescribed Period:

the period commencing on the date of receipt by the Council of the Relevant Contribution and expiring at the end of ten full financial years (ending 31 March) following the financial year in which the payment is received by the Council

Private Parking Controls:

the parking controls to be implemented by the Owner in respect of the Development in order to control private parking

Private Parking Controls Scheme:

a scheme setting out the Private Parking Controls

Protected Tenant:

any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force in respect of a particular individual Affordable Housing Unit or contractual equivalent
- (b) has exercised any statutory right to buy in respect of a particular individual Affordable Housing Unit or contractual equivalent
- (c) has acquired 100% equity in the Affordable Housing Unit by way of staircasing

Policy Cap:	the provision of THIRTY PERCENT (30%) of all Residential Units as Affordable Housing
Registered Provider:	a registered provider as defined in the Housing and Regeneration Act 2008 and which is registered with Homes England (or any successor body) under Chapter 3 of the Housing and Regeneration Act 2008 as a registered provider and/or any other provider or providers approved by the Council
Residential Unit:	any one of the 130 new residential units to be formed in the carrying out of the Development pursuant to the Planning Permission and Residential Unit shall be construed accordingly
Retail Price Index:	the all items retail prices index as published by the office of national statistics to include any applicable local or regional weighting or, if that index ceases to be published, such alternative index which it most closely resembles as agreed between the Parties
Sales Schedule:	a schedule setting out the actual capital receipt achieved in respect of each Residential Unit that has been sold or the independently estimated Open Market Value of any Residential Unit to be sold and clearly identifying the value of discounts incentives or allowances allowed by the Owner in respect of each such Residential Unit
Services:	the provision prior to Occupation (without payment of monetary or other consideration) to the Affordable Housing Units of roads foul and surface water sewers water and gas mains electricity telephone and any other cables sewers drains soakaways conduits wires gutters downpipes watercourses or pipes serving or intended to serve the Affordable Housing Units together with (without payment of monetary or other consideration) all rights and easements over the Site as we are necessary to facilitate the construction and Occupation of the Affordable Housing Units on the Site
Sham Transaction:	(a) a transaction the effect of which is to reduce the sale proceeds capital payments receipts and any other income for the purposes of the Updated Viability

Appraisal 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

**Standard Assessment
Procedure (SAP) Review:**

a report carried out by a suitably qualified and accredited person to assess the energy and environmental performance of the development

Shared Ownership:

homes to be made available by a Registered Provider where a proportion of equity is sold on a long lease to the purchaser and the remainder of the equity is retained by the Registered Provider

Shared Ownership Units:

the 10 (ten) Residential Units to be provided as Shared Ownership as set out pursuant to the Affordable Housing Mix and known as units B001 B002 B003 B004 B005 and C002 C103 C104 C203 and C204

Site:

the land the subject of the Application, shown edged red on the plan at Annex 1 forming of the land registered with freehold title at the Land Registry under title number BK378371

**Street Lighting Adjustments
Contribution:**

the sum of **TEN THOUSAND POUNDS** (£10,000.00) Index Linked towards the provision of street lighting adjustments along the Kennet Site so as to reduce light spill and or glow for bats

Statutory Consents:

any statutory approvals consents or licences or permissions required from any local or competent authority to enable the Owner to carry out and complete the Development

Substantial Implementation:	completion of all ground preparation works, the foundations and the construction of the ground floor slab of block A B or C of the Development
Surplus:	a sum equal to the Owner's Actual Profit as detailed in the Updated Viability Appraisal less the Owner's Target Profit as detailed in the original Viability Appraisal which sum shall be a positive figure which is more than zero pounds (£0)
Third Party:	any person who is not a party to this Agreement.
Trigger Date:	means the date which is no earlier than twenty (20) Business Days prior to the estimated date for the Disposal or Deemed Disposal of the 107th residential unit
Training Output:	in respect of the Construction ESP the relevant outputs for the Construction ESP listed in Appendix 1 to the Council's Employment Skills and Training SPD (adopted April 15th 2013)
Updated Viability Appraisal:	means an Open Book assessment of the Gross Development Value, Development Costs Planning Costs and Finance Costs to be provided by the Owner assessing the ability of the Development to viably deliver additional Affordable Housing based upon an updated version of the Viability Appraisal to be submitted to the Council no earlier than the Trigger Date so that any Deferred Affordable Housing Contribution may be paid if a surplus is due as calculated in accordance with Schedule 2

3.2 In this Agreement a reference to:

- (a) a document is a reference to that document as modified from time to time;
- (b) a person includes a reference to a government, state, state agency, corporation, body corporate, association or partnership;
- (c) a person includes a reference to that person's legal personal representatives successors and assigns;
- (d) words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done; words placing a Party under a restriction, include an obligation not to cause, permit, or suffer any infringement of the restriction;

(e) the Council includes any successor to the Council as local planning authority and/or highway authority;

(f) the Owner shall include those deriving title through and under it.

3.3 The Interpretation Act 1978 shall apply to this Agreement.

3.4 Where in this Agreement reference is made to a , clause, paragraph, schedule, appendix, table, covenant, obligation, annexure or recital, such reference (unless the context suggests otherwise) is a reference to a , clause, paragraph, schedule, appendix, table, covenant, obligation, annexure or recital in this Agreement.

3.5 Where in a schedule reference is made to a paragraph, the reference is to a paragraph in the schedule in which it occurs, unless otherwise specified.

3.6 References to the singular shall include the plural and vice versa.

3.7 Reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

3.8 The clause headings and contents list in this Agreement are for convenience only and do not form of the Agreement.

3.9 Where this Agreement refers to agreement or approval or consent or expression of satisfaction being required or requested by one Party from another Party, such agreement or approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

3.10 Any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be in writing.

4. **CONDITIONALITY**

This Agreement shall not take effect until the Planning Permission has been:

4.1 granted for the Development; and

4.2 Implemented.

5. **OWNER COVENANTS**

The Owner covenants with the Council as set out in Schedule 1 to Schedule 7.

6. COUNCIL COVENANTS

The Council covenants with the Owner to observe and perform the obligations on its contained in Schedule 8.

7. RELEASE AND LAPSE

7.1 Save for antecedent breaches, no person shall be liable for any breach of the terms of this Agreement after it has parted with its interest in the Site.

7.2 If any provision in this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in way be deemed to be affected or impaired.

7.3 If the Planning Permission shall expire before Implementation or shall at any time be revoked, this Agreement shall forthwith determine and cease to have effect.

7.4 Where the Agreement comes to an end under clause 7.3:

- (a) the Council shall cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise record the fact that it has come to an end and no longer affects the Site; and
- (b) the Council shall upon written request from the Owner effect a cancellation of any entry made in the Local Land Charges Register in relation to this Agreement after the obligations of the Owner have been performed or discharged.
- (c) any unspent monies paid under this Agreement to the Council are to be returned to the party that made the payment within 1 month of the Prescribed Period with interest accrued on the monies from and including the date of payment to and including the date of repayment.

8. SUBSEQUENT PLANNING PERMISSIONS

Nothing in this Agreement shall prohibit or limit the right to develop any of the Site in accordance with a planning permission (other than the Planning Permission) granted after the date of this Agreement and the obligations in this Agreement shall not apply to any development carried out under any such permission except (1) any planning permission that has to be granted in order that an obligation in this Agreement can be fulfilled; and (2) any planning permission granted under section 73 of the 1990 Act to vary conditions of the Permission and any planning permission granted under the said section 73 shall be bound by the obligations of this Agreement and read as one with the Planning Permission for the purposes of this Agreement.

9. **INDEX LINKING**

The following payments will be increased or decreased by an amount proportionate to the increase or decrease in the Index from the date the Planning Permission is granted until the date on which the said payment is due (or is paid if earlier):

- 9.1 the Bus Service Contribution;
- 9.2 the Off-Site Leisure and Recreation Improvements Contribution;
- 9.3 the Street Lighting Adjustments Contribution;
- 9.4 the Carbon Off-Set Contribution;
- 9.5 the Maximum Sum for the Deferred Affordable Housing Contribution;
- 9.6 the Default Affordable Housing Contribution; and
- 9.7 the Construction Skills and Employment Contribution.

10. **INTEREST**

Where any sum payable under the provisions of this Agreement to the Council is not paid by the date it is due late payment interest shall be added to such payment at 4% above Bank of England Base Rate calculated on a daily basis from the date that payment was due to date of actual payment

11. **LEGAL COSTS**

The Owner covenants with the Council that it will on the date of this Agreement pay to the Council:

- 11.1 its reasonable legal costs and expenses incurred in the preparation and negotiation of this Agreement of **SIX THOUSAND POUNDS** (£6,000.00); and
- 11.2 the Monitoring Fee.

12. **PAYMENTS TO THE COUNCIL**

Any payments due to the Council under the terms of this Agreement (SAVING AND EXCEPTING for the sums payable to the Council under clause 11) 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: 190627 or other reference quoted in relevant S106 Demand Notice issued in respect of the obligation

13. DISPUTE RESOLUTION

- 13.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Agreement, the same may be referred (by any Party within 10 Business Days of notifying the other relevant parties) to an Expert, such Expert to act as an expert and not as an arbitrator, and whose decision shall be final and binding on the Parties (as appropriate) and whose costs shall be in his award and the Expert shall be of at least 10 years standing in his field of expertise.
- 13.2 The Expert shall be:
- (a) if such dispute shall relate to matters concerning construction, interpretation and/or the application of this Agreement, an independent barrister or a solicitor;
 - (b) if such dispute shall relate to matters necessitating any calculation or otherwise concerning a financial aspect of this Agreement, a chartered accountant;
 - (c) if such dispute shall relate to the valuation of any interest or estate in any of the Site, a chartered surveyor;
 - (d) if such dispute shall relate to matters of employment a person with an appropriate qualification in Human Resources or other similar discipline;
 - (e) If such dispute shall relate to matters of renewable energy a person with appropriate professional qualifications in that field;
 - (f) in any other case (at the discretion of the President of the Chartered Institute of Arbitrators) either an architect or civil engineer.
- 13.3 If the Expert nominated pursuant to clause 13.1 shall die or decline to act another Expert may be appointed in their place.
- 13.4 Unless the Expert directs otherwise the costs of the relevant application shall be borne between the parties to the relevant dispute as to their own costs.
- 13.5 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 timescale

allowing for the nature and complexity of the dispute and in any event not more than 20 Business Days from the date of his appointment to act.

- 13.6 The Expert shall be required to give notice to each of the said parties to the dispute inviting each of them to submit to him within 10 Business Days written submissions and supporting material and shall afford to the said parties an opportunity to make counter submissions within a further five Business Days in respect of any such submission and material and his decision shall be given in writing within 20 Business Days of his appointment with reasons and in the absence of manifest error shall be binding on the said parties.

14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person other than the Parties is intended to have any rights under or be able to enforce the provisions of this Agreement by virtue of the Contract (Rights of Third Parties) Act 1999.

15. NOTICES

- 15.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.
- 15.2 Any notice, demand or any other communication served on the Owner is to be sent to the address set out at the beginning of this Agreement marked for the attention of the Company Secretary or to such other address as the Owner may notify the Council in writing at any time as its address for service.
- 15.3 Any notice, demand or any other communication served on the Council is to be sent to the address set out at the beginning of this Agreement marked for the attention of Deputy Director Planning Transport and Regulatory Services and the Legal Department or to such other address as the Council may notify the Owner in writing at any time as its address for service.
- 15.4 A notice, demand or communication sent by the following means is deemed to have been served:
- (a) if delivered by hand, at the time of delivery or if after 1630 hours the next day;
 - (b) if sent by post, on the second Business Day after posting; or
 - (c) if sent by recorded delivery, at the time the delivery was signed for.

16. JURISDICTION

This Agreement is to be governed by and interpreted in accordance with the law of England and Wales.

EXECUTED AND DELIVERED AS A DEED by the Council and the Owner on the date of this Agreement

SCHEDULE 1

Notices

The Owner covenants with the Council to bind its interest in the Site as follows:

1. Notices
 - 1.1 Not to Implement until the Owner has served the Implementation Notice on the Council.
 - 1.2 To serve an Occupation Notice on the Council within ten (10) Business Days after any of the Development has been Occupied.

SCHEDULE 2

Financial Contributions

1. The Owner covenants with the Council so as to bind their interest in the Site as follows:

1.1 Prior to Implementation to pay to the Council:

- (a) the Bus Service Contribution;
- (b) the Street Lighting Adjustments Contribution;
- (c) Off-Site Leisure and Recreation Contribution;
- (d) Construction Skills and Employment Contribution.

1.2 Prior to Occupation to pay to the Council the Carbon Off-Set Contribution.

1.3 Standard Assessment Procedure (SAP) Review

To:

- (a) undertake and pay for a Standard Assessment Procedure (SAP) Review by an independent accredited assessor six (6) months after First Occupation of 50% of the Residential Units to ensure that the Additional Carbon Off-Set Contribution is sufficient to cover the performance gap between the actual design of the Development and its built form and submit it to the Council for approval;
- (b) following approval of the Standard Assessment Procedure (SAP) Review submitted pursuant to paragraph 1.3(a) above by the LPA to pay any Additional Carbon Off-Set Contribution to the Council within 20 Business Days of being notified of such approval in accordance with the terms of this Agreement; and
- (c) not to dispose of occupy let lease or licence any one or more of the final 25% % of the Residential Units until this has been paid to the Council to include Indexation

SCHEDULE 3

Affordable Housing

1

The Owner covenants with the Council so as to bind their interest in the Site as follows:

1. Affordable Housing Mix

1.1 To provide the Affordable Housing Units in accordance with the Affordable Housing Mix.

1.2 Delivery of Affordable Housing

(a) Subject to paragraph 1.4, not to Occupy any of the Open Market Units until:

(i) The Owner has Disposed of the Affordable Housing Units to a Registered Provider; and

(ii) The Council has been given notice of such disposal in accordance with this Agreement.

1.3 Save for the disposal of individual Affordable Housing Units as Affordable Housing the Affordable Housing Units will not be disposed of pursuant to paragraph 1.2 above except by way of a transfer of the freehold interest or the grant of a lease of not less than ninety nine (99) years with vacant possession free from mortgages and legal charges together with full and free rights of Access and Services.

1.4 Not to Occupy any more than seventy five (75) Open Market Units until the Affordable Rented Units have been constructed and the Owner has entered into a contract with an Affordable Housing Provider for the disposal of the Affordable Housing Units, or the Owner has agreed with the Council that the Owner itself will act as the Affordable Housing Provider for the Affordable Housing Units or the Default Affordable Housing Contribution Sum has been paid unless otherwise agreed in writing with the Council.

1.5 Not to Occupy more than one hundred and seven (107) Open Market Units until the Shared Ownership Units have been constructed and the Owner has entered into a contract with an Affordable Housing Provider for the disposal of the Shared Ownership Units or the Owner has agreed with the Council that the Owner itself will act as the Affordable Housing Provider for the Affordable Housing Units or the Default Affordable Housing Contribution Sum has been paid unless otherwise agreed in writing with the Council.

2. Direction to Transfer

2.1 In the event that the Affordable Housing Units have not been disposed of to a Housing Association or Registered Provider in accordance with Paragraph 1.2 of this Schedule by a

date three (3) months prior to the anticipated date of Practical Completion of the first four (4) Open Market Units the Owner shall give written notice thereof to the Council in accordance with this Agreement.

- 2.2 On receipt of the written notice referred to in Paragraph 1.2 of this Schedule the Council is hereby given the option to direct that the Affordable Housing Units be offered at no less than the Affordable Housing Price and on reasonable terms including but not limited to the conditions specified in Paragraph 8 of this Schedule (at the direction of the Council) to either (a) a named Housing Association or Registered Provider or (b) the Council as the Local Housing Authority PROVIDED THAT such option shall be exercised by the Council within two months of the Owner giving notice under Paragraph 1.2 of Schedule 1 that the Affordable Housing Units have not been disposed of to a Housing Association or Registered Provider.

3. Default Affordable Housing Contribution Sum

- 3.1 Where the Council does not exercise the option in Paragraph 2.2 of this Schedule or where it does but the Affordable Housing Units are not transferred to the named Housing Association or Registered Provider in accordance with the provisions of Paragraph 2.2 of this Schedule or to the Council for any reason after the expiry of three (3) months from the date that the Council exercised its option the Owner shall pay to the Council the Default Affordable Housing Contribution Sum and the Owner shall not Occupy or permit Occupation of the one hundred and seventh (107th) Open Market Unit until the said Default Affordable Housing Contribution has been paid to the Council in full including any interest due thereon.
- 3.2 On payment of the Default Affordable Housing Contribution the Owner shall be free to dispose of the Affordable Housing Units on the open market free of the obligations in Paragraphs 2-4 inclusive of this Schedule.

4. Use

Subject to the provisions of Paragraph 5 of this Schedule 3 the Affordable Housing Units will not be used except for the provision of Affordable Housing let at an Affordable Rent in accordance with the Planning Permission and the obligations, stipulations and other matters set out in this Agreement.

5. Mortgagee of a Registered Provider

- 5.1 The affordable housing provisions in this shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any receiver (however appointed) including a housing administrator (each a Receiver)) of the whole or any of the Affordable Housing Units or any

persons or bodies deriving title through such mortgagee or chargee or Receiver **PROVIDED THAT:**

- (a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the affordable dwellings and have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the affordable dwellings to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- (b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the affordable dwellings free from the affordable housing provisions in this Agreement which provisions shall determine absolutely

6. Disposal by Affordable Housing Provider

6.1 The liability of Registered Provider under this Schedule shall cease (subject to and without prejudice to the Council's rights in relation to any antecedent breach of the obligations contained in this Schedule) after a Registered Provider shall have parted either:

- (a) (in the case of a disposal of all the Affordable Housing Units) with all interest in the Affordable Housing Units; or
- (b) (in the case of a disposal of an Affordable Housing Unit) with all its interest in the Affordable Housing Unit.

7. Disposal by a Protected Tenant

The covenants in Schedule 2 shall not apply to a Protected Tenant in relation to any Affordable Housing Unit or any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant or any successor in title to a Protected Tenant and their respective mortgagees and chargees.

8. Affordable Housing Price

8.1 In the event that the Council exercises its option under Paragraph 2.2 of this Schedule and the Council and the Owner are not able to reach an agreement as to the Affordable Housing Price it is agreed that in the event of a difference arising touching or concerning the Affordable Housing Price such dispute or difference shall be referred to an independent Valuation Member of the Royal Institute of Chartered Surveyors to be appointed jointly by the parties or (in default of agreement) appointed at the request of the parties by the President of the Royal Institute of Chartered Surveyors and the person who is so appointed

shall act as an expert and not as an arbitrator and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be borne equally by the parties to the dispute and also shall give the parties an opportunity to submit to him representations and cross representations with such supporting evidence as the party submitting the representations shall consider necessary and the expert shall make his decision within the range of any representations made by the parties and deliver his decision in writing while complying with any time limits or other directions agreed by the parties on or before his appointment and in any event shall use all reasonable endeavours to communicate his decision to the parties within twenty (20) Business Days of his appointment.

Part 2 – The Default Affordable Housing Contribution Sum

- 8.2 The Owner covenants with the Council in relation to the calculation and payment of the Default Affordable Housing Contribution Sum as follows:
- 8.3 Where Paragraph 3 of Part 1 to this Second Schedule applies the Owner will provide to the Council the Gross Development Valuations together with such information as the Council may reasonably require so as to obtain the Gross Development Value of the Development
- 8.4 The calculation of the Default Affordable Housing Contribution Sum will be produced by the Owner under which there shall be full and frank disclosure of all relevant information
- 8.5 The Default Affordable Housing Contribution Sum shall be a sum that equates to 6% of the Gross Development Value of the development.

Part 3 – Deferred Affordable Housing Contribution

- 8.6 To pay to the Council the Deferred Affordable Housing Contribution in accordance with the procedures and mechanism described in Paragraphs 8.7 to 8.15 (inclusive) below together with any late payment interest due under this Agreement thereon and not to Occupy or permit Occupation of more than (107) Residential Units until the said Deferred Affordable Housing Contribution has been paid in accordance with the procedures set out in paragraphs 8.7 to 8.15 below in full together with any interest due under this Agreement thereon.
- 8.7 The Owner shall provide to the Council no later than the Trigger Date the Updated Viability Appraisal in accordance with and in the form set out in Schedule 3 and shall include evidence of the Gross Development Value and all the costs including copies of the Sales Schedule and other Supporting Evidence as reasonably required by the Council.
- 8.8 The Updated Viability Appraisal will be produced on an Open Book Basis under which there shall be full and frank disclosure of all relevant information and that all costs included in the Updated Viability Appraisal shall be reasonably and properly attributable to the Development and be reasonably and properly incurred in each case.

- 8.9 Upon receipt of the Updated Viability Appraisal the Council may request in writing that the Owner provide further information in order to verify any matter or figure within the Updated Viability Appraisal PROVIDED THAT such written request is served on the Owner within 20 (twenty) Business Days of the date on which the Council receives the Updated Viability Appraisal.
- 8.10 If a written request for further information is received from the Council in accordance with Paragraph 8.9 above the Owner shall provide such further information to the Council within 20 (twenty) Business Days of such request.
- 8.11 In the absence of a request from the Council for further information in accordance with Paragraph 8.9 above:
- (a) the Owners' calculation of the Deferred Affordable Housing Contribution shall be deemed accepted; and
 - (b) the Owner shall pay the Deferred Affordable Housing Contribution to the Council in accordance with paragraph 8.6 above.
- 8.12 The parties shall use their reasonable endeavours to agree the calculation of the Deferred Affordable Housing Contribution but in the event of a dispute either party (acting reasonably) may refer the matter to arbitration in accordance with clause 13.
- 8.13 In the event of a dispute between the parties over the calculation of the Deferred Affordable Housing Contribution the Owners shall pay the Deferred Affordable Housing Contribution to the Council within 20 (twenty) Business Days of the determination made under the provisions of clause 13.
- 8.14 In the event of late payment under Para 8.6 above the Owner shall also be required to pay to the Council interest on the Deferred Affordable Housing Contribution from the date on which the Deferred Affordable Housing Contribution falls due to the date on which it is paid.
- 8.15 The Owner may at any time pay to the Council the Maximum Sum (as increased by the Indexation Provision at clause 9) together with notice to that effect and thereupon the obligations under this Schedule shall cease to apply.

SCHEDULE 4

The Updated Viability Appraisal

1. The Owner covenants with the Council in relation to the Updated Viability Appraisal as follows:
 - 1.1 Prior to the submission of the Updated Viability Appraisal to the Council in accordance with 3 of Schedule 2 to provide to the Council upon receipt of a written request such information as the Council may reasonably require so as to obtain an update in relation to the viability of the Development as a whole
 - 1.2 That the Updated Viability Appraisal will be produced on an Open Book Basis under which there shall be full and frank disclosure of all relevant information and that all costs included in the Updated Viability Appraisal shall be reasonably and properly attributable to the Development and be reasonably and properly incurred in each case

Updated Viability Appraisal shall be produced in the following form:

Actual & Forecast Totals	Actual (£)	Forecast (£)
REVENUE		
Gross Development Value (including any other capital receipts and income)	TBC	Being the independently assessed forecasted sales values of the 10% unsold private sales units and any other elements of the Gross Development Value that require forecasting as at the Trigger Date
Total:	£	£
Total GDV (actual + forecast)		£
COSTS		
Agreed Existing Use Value	212,000	N/A

Development Costs	TBC	N/A
Planning Costs	TBC	N/A
Finance Costs	TBC	N/A
Any other reasonable actual and/or estimated costs incurred as at the date of the Updated Viability Appraisal	TBC	N/A
Total Costs		£
Owners Actual Profit as a cash sum being Total GDV less Total Costs		TBC
Owners Target Profit as a cash sum equating to 18.7% of Total GDV	TBC	
Surplus/Deficit (difference between Owners Actual Profit and Owners Target Profit as a cash sum)	TBC	
Deferred Affordable Housing Contribution due if a positive figure calculated in accordance with formula below	TBC	

For the avoidance of doubt there will be no double counting of items included in the Updated Viability Appraisal under the headings of "Revenue" and "Costs".

2. The Deferred Affordable Housing Contribution payable to the Council means the lower of the following: (a) Maximum Sum; or (b) the sum calculated in accordance with the following formula:-

$$A - B = S \times 50\% \quad \text{Where:-}$$

A = Owner's Actual Profit

B = Owner's Target Profit

S = Surplus

PROVIDED THAT:

- (a) No Contribution will be payable if there is a Deficit (rather than a Surplus)

- (b) The Deferred Affordable Housing Contribution shall not exceed the Maximum Sum as increased by indexation

SCHEDULE 5

Highways & Parking

The Owner covenants with the Council so as to bind their interest in the Site as follows:-

1. Highway Works
 - 1.1 Within six (6) months of Implementation to enter into a Highways Agreement to carry out the Highway Works.
 - 1.2 Not to Occupy any of the Development until the Highway Works have been completed to the reasonable satisfaction of the Council in accordance with the terms of the Highways Agreement entered into pursuant to paragraph 1.1 above.
2. On Street Parking Controls
 - 2.1 Before first Occupation any of the Development:
 - (a) to submit to the Council for approval the Private Parking Controls Scheme; and
 - (b) Implement the Private Parking Controls Scheme in full as approved.
 - 2.2 To implement the terms as approved under paragraph 2.1 for the lifetime of the Development unless otherwise agreed in writing with the Council.

SCHEDULE 6

Car Club

1. The Owner shall not permit Occupation of the Development until the Owner has submitted and the Council has approved a strategy for the provision and operation of a Car Club (Car Club Strategy)
2. Upon the approval of the Car Club Strategy submitted pursuant to paragraph 1 above to implement the terms of the approved Car Club Strategy and shall provide the Car Club Space(s) in such locations and timescales as are approved therein and shall offer them for use by the Car Club referenced therein.
3. The Owner shall provide and maintain at its own expense the Car Club Space(s) approved to be used solely for the purposes of the Car Club and which shall be made available and ready for use for a minimum of ten (10) years from first establishment of the Car Club (or such other shorter period as may be approved in writing by the Council with reasonable regard to the viability and feasibility of the Car Club).
4. The Owner shall
 - 4.1 publicise the Car Club annually for the minimum period of 10 years from first establishment of the Car Club (or such other shorter period as may be approved in writing by the Council with reasonable regard to the viability and feasibility of the Car Club) and
 - 4.2 provide details on how to join the Car Club within its marketing materials for the duration of the marketing period for the Development.
5. For the avoidance of doubt the Car Club Space(s) and Car Club cars shall be used for the purposes of the Car Club for the period in which the Car Club is operational.
6. After the initial ten (10) year period (or such shorter period approved in writing by the Council set out in paragraph 3) to carry out a Car Club Assessment on an annual basis for which the Car Club is in operation pursuant to paragraph 3 above and in the event that any Car Club Assessment demonstrates that provision of the Car Club to serve the Development does not generate sufficient demand from occupiers of the Development the obligations in Schedule 6 shall cease.

SCHEDULE 7

Construction Employment and Skills Obligations

The Owner covenants and agrees with the Council so as to bind their interest in the Site as follows:

Construction ESP

1. Unless the Owner gives written notice to the Council that it wishes to pay the Construction Skills and Employment Contribution in lieu of its obligation to prepare the Construction ESP the Owner shall not Implement the Development until the provisions of Paragraphs 3 and 4 below have been complied with
2. If the Owner gives written notice to the Council that it wishes to pay the Construction ESP Contribution as described in Paragraph 1 above then the Owner shall pay the Construction Skills and Employment Contribution to the Council prior to the Implementation of the Development and the Owner shall not Implement the Development until the Construction ESP Contribution has been paid in full including any interest due under the terms of this Agreement to the Council and thereafter the provisions of this Schedule below shall cease to have effect
3. If the Owner wishes to prepare and implement the Construction ESP and does not give written notice to the Council that it wishes to pay the Construction Skills and Employment Contribution in lieu of its obligation to prepare the Construction ESP as described in Paragraph 1 above then at least twenty (20) Business Days prior to Implementation of the Development the Owner shall submit the Construction ESP to the Council for approval (and if necessary re-submit until approved) PROVIDED ALWAYS that if the Construction ESP has not been approved by the Council or the Council has not provided comments on the Construction ESP within fifteen (15) Business Days from its submission the Construction ESP shall be deemed to be approved
4. The Owner shall not Implement the Development until the Construction ESP submitted by the Owner has been approved or deemed to have been approved pursuant to Paragraph 3 of this Schedule
5. In the event that the Construction ESP submitted by the Owner is approved (or deemed approved) by the Council under Paragraph 3 of this Schedule and the Development is Implemented the Owner shall implement observe monitor and comply with the approved Construction ESP to the reasonable satisfaction of the Council until Practical Completion of the Development (or such earlier date as may be agreed between the Council and the Owner)

6. In carrying out its obligations under Paragraphs 3-5 of this Schedule the Owner shall liaise with the Council and its Partner Organisation in the preparation by the Owner of the Construction ESP.
7. The Owner shall not Occupy or permit Occupation of any of the Development until the Construction ESP Monitoring Fees have been paid to the Council in full.

SCHEDULE 8

Council Covenants

The Council covenants with the Owner as follows:

1. Issue of the Planning Permission

To issue the Planning Permission as soon as reasonably practicable following the completion of this Agreement.

2. Financial Contributions as set out in Schedule 2 and Schedule 3

2.1 To:

(a) Provide on written request to the Owner details of how any Financial Contributions have been spent; and

(b) To repay to the person who made the payment of the Financial Contribution under this Agreement such amount of any such payment which has not within the Prescribed Period been expended or contracted to be expended together with interest on any balance then remaining unspent of the relevant Financial Contribution at the rate of ONE per centum above Bank of England base rate for the time being in force such payment to be made within twenty (20) Business Days of written demand made following the expiry of the Prescribed Period.

2.2 Not to apply any Financial Contribution paid to it other than for the purpose for which that Financial Contribution is stated to be made under this Agreement.

ANNEX 1
PLAN OF SITE



PLANNING
16035 P0-001

17-19 Foley Street
London W1W 5DW
T 020 7580 3490
F 020 7580 2917
info@colladocollins.com
www.colladocollins.com

[illegible]

NOTES
CONSULTANTS
 - Refer to highways consultant's drawings for details
 - Refer to landscape consultant's drawings for details
 - Landscaping layout is indicative only

AREAS
 - Refer to area schedule



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ANNEX 2
THE DRAFT PLANNING PERMISSION



Reading
Borough Council
Working better with you

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

APPLICATION FOR FULL PLANNING PERMISSION

To: Boyer
Crowthorne House
Nine Mile Ride,
Wokingham
RG40 3GZ

Application No: 190627
Application type: Full Planning Approval

Applicant: Danescroft (Kenavon Drive Project Management) LLP

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: Demolition of existing buildings and Gas Holder and the erection of new buildings ranging between 2 and 9 storeys in height, providing 130 residential units (Class C3) with associated access, car parking, landscaping and open space.

At: Gas Holder Alexander Turner Close Reading RG1 3EA

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



Application At: Gas Holder Alexander Turner Close Reading RG1 3EA

Application No: 190627

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 and documents:

- Proposed Context Elevations - Block A (1) P3-011 P1
- Proposed Context Elevations - Block A (2) P3-012 P1
- Proposed Context Elevations - Block C P3-015 P1
- Proposed Context Elevations - Block C (2) P3-016 P
- Proposed Elevations - Block C - West P3-302 P

Dated 08/05/2019

Received by the Local Planning Authority dated 20th May 2019

- 716-FH-XX-00-DS-L-101 P1 - Site Sections

Dated May 2019

- Proposed Sections P2-201 P1

Dated 28/03/19

- Proposed Elevations - Block A - South and East P3-101 P
- Proposed Elevations - Block A - North and West P3-102 P
- Proposed Elevations - Block B - North P3-202 P
- Proposed Elevations - Block C P3-301 P
- Site Location Plan P0-001 P
- Proposed Plan - Second Floor P0-102 P
- Proposed Plan - Third Floor P0-103 P
- Proposed Plan - Fourth Floor P0-104 P
- Proposed Plan - Fifth to Eight Floor P0-105 P
- Proposed Plan - Roof P0-109 P
- Proposed Plan - Block B - Ground Floor P1-200 P
- Proposed Plan - Block B - First Floor P1-201 P
- Proposed Plan - Block B - Second Floor P1-202 P
- Proposed Plan - Block B - Third Floor P1-203 P
- Proposed Plan - Block B - Fourth to Eighth Floor P1-204 P
- Proposed Plan - Block C Plans P 1-300 P

Dated 01/04/2019

Received by the Local Planning Authority on 17th April 2019

- Proposed Site Plan P0-010 P1

Date:

Head of Planning, Development
& Regulatory Services

- Proposed Plan - Ground Floor P0-100 P1
- Proposed Plan - First Floor P0-101 P1
- Proposed Elevations - Block B - South P3-201 P1
- Proposed Elevations - Block B - East and West P3-203 P1
- Proposed Context Elevations - Block B (1) P3-013 P2
- Proposed Context Elevations - Block B (2) P3-014 P2
- Proposed Plans - Proposed Plans Block A - P1-100 P1

Dated 23/09/2019

- Landscape Softworks Strategy Plan 716-FH-XX-00-DP-L-401 P2
- Landscape Hardworks Strategy Plan 716-FH-XX-00-DP-L-201 P2

Dated February 2019

Received by the Local Planning Authority on 1st October 2019

- Nick Smith Associates Lighting Strategy ref.2569 - Former Gas Holder Site at Kenavon Drive

- 2569-D-05 Rev A - Proposed Exterior Lighting and Vertical Illuminance Layout
- 2569-D-03 Rev A - Proposed Illuminance at Various Z Heights Above River Layout

- 2569-D-04 Rev A - Proposed Exterior Lighting and Illuminance
- 2569-D-02 Rev A - Proposed Full Lighting Illuminance Layout

Dated 22/10/19

Received by the Local Planning Authority on 23rd October 2019

- Levels Strategy Plan 716-FH-XX-00-DP-L-301 P1
- Illustrative Masterplan 716-FH-XX-00-DP-L-101 P1

Dated February 2019

Received by the Local Planning Authority on 24th April 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. **Prior to first occupation of the development** hereby permitted a plan showing how 74 cycle parking spaces can be satisfactorily provided on site shall be submitted to and approved in writing by the Local Planning Authority. The 74 cycle parking spaces shall be provided in full in accordance with the approved details prior to the first occupation of the development and thereafter kept free of obstruction and retained in accordance with the approved details and shall remain available for the parking of cycles at all times.

REASON: These details are required to encourage travel by sustainable alternatives to private vehicle in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

4. The development hereby permitted shall not be occupied until the vehicle access serving it has been constructed in accordance with the approved plans.

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

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5. The development hereby permitted shall not be occupied until the refuse and recycling storage facility has been implemented fully in accordance with those details shown on the approved plans and thereafter retained for use by occupiers of the dwellings at all times.

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

6. No piling using penetrative methods shall be carried out unless first approved in writing with the Local Planning Authority. The development shall only be carried out in accordance with the approved details.

REASON: To ensure that the proposed foundations do not harm groundwater resources in line with paragraph 170 of the National Planning Policy Framework and Policy EN16 of the Reading local Plan 2019.

7. No drainage systems for the infiltration of surface water to the ground are permitted unless first approved in writing by the Local Planning Authority. Any proposals for such systems must be supported by an assessment of the risks to controlled waters. The development shall only be carried out in accordance with the approved details.

REASON: To ensure that the development does not contribute to, and is not put at unacceptable risk from or adversely affected by, unacceptable levels of water pollution caused by mobilised contaminants. This is in line with paragraph 170 of the National Planning Policy Framework and Policy EN16 of the Reading local Plan 2019.

8. The roof area of the car park building hereby permitted shall not be used as a balcony, roof garden or similar amenity area without the grant of further specific planning permission from the Local Planning Authority.

REASON: To safeguard the amenities of the adjoining premises from overlooking and loss of privacy in accordance with Policy CC8 and H9 of the Reading Borough Local Plan 2019.

9. Notwithstanding the provisions of Schedule 2, Article 3, of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking or re-enacting that Order with or without modification), no further lights, meter boxes, flues, vents or pipes, plant, and no window cleaning or telecommunications equipment, building maintenance unit, alarm boxes, television aerials or satellite dishes shall be fixed or installed on any external face or roof of the buildings, without the prior approval in writing of the Local Planning Authority.

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REASON: To safeguard the appearance of the buildings and the character of the immediate area in accordance with the requirements of Policies CC7, EN17, EN16 and CR2 of the Reading Borough Local Plan 2019.

10. The 7 wheelchair adaptable units hereby approved within Blocks A and B as detailed in paragraphs 6.4.1 and 6.4.2 of the Collado Collins Architects Design and Access Statement ref. 16035 dated April 2019 received by the Local Planning Authority on 20th May 2019 and on the corresponding floor plans, shall be maintained so as to be adapted to wheelchair units if required.

REASON: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with Policy CS3 of the Reading Borough LDF Core Strategy 2008 (Altered 2015) and Policy DM4 of the Reading Borough LDF Sites and Detailed Policies Document 2012 (Altered 2015).

11. The development hereby permitted shall not be occupied until the glazing, ventilation and any other mitigation specified is installed in accordance with the specifications recommended within the Stuart Michael Associates Noise Assessment ref. 5757/NA Issues 01 dated April 2019 received by the Local Planning Authority on 17th April 2019. The specified mitigation measures shall be permanently retained and maintained in accordance with the approved specifications thereafter. The noise from the ventilation system shall not cause internal levels to exceed the design target noise levels in BS8233.

REASON: In order to protect the amenity of future occupants of the proposed development in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

12. The development hereby permitted shall not be occupied until the ventilation systems have been installed in accordance with the specifications recommended within the Stuart Michael Associates Air Quality Assessment ref. 5757/AQ dated April 2019 received by the Local Planning Authority on 17th April 2019. The specified extract/ventilation systems shall be permanently retained and maintained in accordance with the approved specifications thereafter.

REASON: To safeguard the amenity of nearby premises and the area generally in accordance with Policy CC8 and EN16 of the Reading Borough Local Plan 2019.

13. No construction, demolition or associated deliveries shall take place outside the hours of 0800hrs to 1800hrs Mondays to Fridays, and 0800hrs to 1300hrs on Saturdays, and not 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.

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

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

15. No dwelling located above ground floor level within Block A of the development hereby permitted shall be occupied until the lifts within that block, as shown on the approved plans, has been provided in full. No dwelling located above first floor level within Block B of the development hereby permitted, shall be occupied until the lifts within that block, as shown on the approved plans, has been provided in full. The lifts shall be retained in full working order thereafter.

REASON: to ensure a suitable level of access for those with mobility impairments in accordance with Policy CC7 of the Reading Borough Local Plan 2019.

16. All demolition is to be undertaken outside of the bird-nesting season (mid-March to end of August) or if this cannot reasonably be avoided, a suitably qualified ecologist will check the areas to be removed immediately prior to demolition and advise whether nesting birds are present. If active nests are recorded, works that may disturb active nests shall not proceed until all young have fledged the nest and it is no longer in use or a suitable mitigation strategy has been agreed in writing with the Local Planning Authority.

REASON: To ensure that wildlife is not adversely affected by the proposed development in line with Policy EN12 of the Reading Borough Local Plan 2019.

17. **No development, except demolition above slab level, shall commence** until an assessment of the nature and extent of contamination has been submitted to and been approved in writing by the Local Planning Authority. This assessment must be undertaken by a competent person, and shall assess any contamination on the site, whether or not it originates on the site. Moreover, it must include:

- a. a survey of the extent, scale and nature of contamination;
- b. an assessment of the potential risks to:
 - human health,
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
 - adjoining land,
 - groundwaters and surface waters,
 - ecological systems,
 - archaeological sites and ancient monuments;

REASON: These details are required due to insufficient information being contained within this submission and to ensure the development is suitable for its end use and

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the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy EN16 of the Reading local Plan 2019.

18. No development, except demolition above slab level, shall commence until a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment has been submitted to and been approved in writing by the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, an appraisal of remedial options, and proposal of the preferred option(s), and a timetable of works and site management procedures and a validation plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (2) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

REASON: These details are required due to insufficient information being contained within this submission and to ensure the development is suitable for its end use and the wider environment and does not create undue risks to occupiers of the site or surrounding areas in accordance with Policy EN16 of the Reading local Plan 2019.

19. The approved remediation scheme under condition no. 18 shall be implemented in accordance with the approved timetable of works. A Validation Report (that demonstrates the effectiveness of the remediation carried out and shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met) shall be submitted to and approved by the Local Planning Authority before construction above foundation level.

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

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

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

The measures in the approved remediation scheme shall be implemented in accordance with the approved timetable. Halted works shall not be re-commenced until the

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measures identified in the approved remediation scheme have been completed and a Validation Report has been submitted to and been approved in writing by the Local Planning Authority.

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

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

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

22. No development, except demolition, shall commence until details of a habitat enhancement scheme, to include as a minimum, a Peregrine Falcon platform, bird and bat boxes, and native wildlife friendly landscaping 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 the agreed programme.

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

23. No development shall commence, including demolition and any preparatory works (except for any demolition works expressly granted under an alternate permission by the Local Planning Authority), until a scheme for the retention and re-use of the 1887 cast iron item has been submitted to and approved in writing by the Local Planning Authority. The works detailed within the approved scheme shall have been implemented in full prior to occupation of the development and retained as approved thereafter.

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REASON: In the interest of sustainability and safeguarding the character and appearance of the building and the wider immediate area in accordance with Policies CC2, CC7 and CR2 of the Reading Borough Local Plan 2019.

24. No development shall commence, including demolition and any preparatory works (except for any demolition works expressly granted under an alternate permission by the Local Planning Authority), until a site-specific Construction and Demolition Method Statement has been submitted to and been approved in writing by the Local Planning Authority to include details of:

- 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. Loading and unloading of plant and materials used in constructing the development;
- c. Location on site for storage of plant and materials used in constructing the development;
- d. The erection and maintenance of security hoarding / scaffolding if required;
- e. Identification of any footpath closures or road closures needed during construction;
- f. Wheel washing facilities on site;
- g. A scheme for recycling waste resulting from the construction works;
- h. Measures for controlling the use of site lighting whether required for safe working or for security purposes;
- i. Required measures to control noise, the emission of dust, dirt and other airborne pollutants during demolition and construction;
- j. Full details of pest control measures following any demolition required. Where necessary, capping of drains/sewers and baiting arrangements;
- k. Traffic Management needed during construction;
- l. 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);
- m. Emergency contact and Site Manager contact details; and
- n. Details of the temporary Peregrine Falcon landing perch during the construction period

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

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

25. No development, except demolition, shall commence until a scheme for the provision and management of the Ecological Buffer Zone alongside the River Kennet has been submitted to, and approved in writing by the Local Planning Authority.

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Thereafter, the development shall be carried out in accordance with the approved scheme. The Ecological Buffer Zone scheme shall be free from built development including lighting, domestic gardens and formal landscaping. The scheme shall include:

- a. plans showing the extent and layout of the Ecological Buffer Zone, including the distances of buildings and hard standing from the bank top of the river;
- b. details demonstrating how the Ecological Buffer Zone will be protected during development, for instance by suitable fencing;
- c. details of the habitats to be created or enhanced and the planting schemes, which should be native species of UK provenance, appropriate to this riverside location;
- d. details of enhancements to the river bank and channel margins. The following should be considered:
 - artificial sand martin tunnels incorporated into the existing river wall, or a free-standing sand martin bank, to enhance the existing and long-established population of sand martins that nest in old drainage pipes in the river walls and railway tunnels in this location on the Kennet;
 - establishment of emergent vegetation in the channel margins in front of the revetted river wall.
- e. details of any proposed footpaths, fencing and external lighting. Any footpaths within the Ecological Buffer Zone should be informal paths such as mown paths through the wildflower meadow. Any external lighting close to the Ecological Buffer Zone should be directional to minimise light within the Ecological Buffer Zone and river corridor and hence minimise potential impacts on biodiversity;
- f. details demonstrating how the Ecological Buffer Zone will be managed over the longer term including adequate financial provision and named body responsible for management plus production of detailed management plan. This should be a stand-alone document for the Ecological Buffer Zone, river bank and margins, or included within a wider Landscape and Ecological Management Plan for the whole site.

REASON: Land alongside watercourses is valuable for wildlife and it is essential this is protected in accordance with paragraphs 170 and 175 of the National Planning Policy Framework (2019) the Natural Environment and Rural Communities Act (2006), Article 10 of the Habitats Directive and Policy EN11 of the Reading local Plan 2019.

26. No development, except demolition, shall commence until a Sustainable Drainage Strategy and associated detailed design, management and maintenance plan of surface water drainage for the site using SuDS methods has been submitted to and approved in writing by the Local Planning Authority. The plan shall include:

- a. a timetable for its implementation, and
- b. a management and annual maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

REASON: These details are required due to insufficient information being contained within this submission and in order to reduce the risk of flooding onsite or elsewhere in accordance with Policy EN18 of the Reading Borough Local Plan 2019.

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27. Prior to the first occupation of the development the sustainable drainage strategy for the site (as referred to in condition no. 26) shall be completed in accordance with the submitted and approved details. The sustainable drainage scheme shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan.

REASON: To reduce the risk of flooding onsite or elsewhere in accordance with Policy EN18 of the Reading Borough Local Plan 2019.

28. **No development, except demolition above slab level, shall commence** until a detailed land gas site investigation has been carried out by a competent person to fully and effectively characterise the nature and extent of land gas and its implications. The method and extent of this site investigation shall be agreed with the Local Planning Authority prior to commencement of the work and shall then proceed in strict accordance with the measures approved.

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

29. **No development, except demolition above slab level, shall commence** until a scheme showing how the development is to be protected against the possibility of land gas has been submitted to and approved in writing by the Local Planning Authority. The scheme as approved shall be fully implemented and completed prior to first occupation and those measures incorporated into the development shall thereafter be retained unless the Local Planning Authority agrees otherwise in writing.

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

30. The land gas remediation scheme shall be implemented in accordance with the approved timetable of works. A Validation Report (that demonstrates the effectiveness of the remediation carried out) must be submitted to and approved by the Local Planning Authority prior to any part of the accommodation hereby approved is occupied, unless the Local Planning Authority otherwise agrees in writing.

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

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31. No development, except demolition, shall commence beyond foundation level until details of a lighting scheme (covering all external lighting proposed), including a plan indicating the locations of the lights, specifications, height, luminance; lens shape/beam pattern and any hoods/shades has been submitted to and approved by the Local Planning Authority. No dwelling hereby permitted shall be occupied until the approved lighting scheme has been completed. The lighting scheme shall be maintained in accordance with the approved scheme thereafter.

REASON: In order to protect the amenity of adjoining and future occupiers and users (e.g. the rail line) and enhance the appearance of the development in accordance with Policies CC7 and CC8 of the Reading Borough Local Plan 2019.

32. No development, except demolition, shall commence beyond foundation level prior to a glint and glare study being submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved glint and glare study, with measures in the approved scheme in place before the first occupation of the development and permanently retained and maintained thereafter.

REASON: To protect the amenity of future occupants of the proposed development and existing/future nearby occupiers and users (e.g. the rail line) in accordance with Policies CC7 and CC8 of the Reading Borough Local Plan 2019.

33. No development, except demolition, shall commence beyond foundation level 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. Hard surfacing materials and ancillary structures including the river viewing platform (e.g. furniture, refuse or other storage units and signs);
- b. 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;
- c. A maintenance and management programme detailing all operations to be carried out in order to allow successful establishment of planting, its future maintenance as well as maintenance and management of all areas of landscaping and open space; and
- d. 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 implemented in the first planting season following the first occupation 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

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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.

34. No development, except demolition, 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.

35. Prior to the first occupation of the development hereby permitted a plan showing the location of the 13 visitor spaces shall be submitted to and approved in writing by the Local Planning Authority. All vehicle parking for the development (127 vehicle parking spaces) shall be provided in full accordance with the approved details prior to first occupation and thereafter all parking spaces shall be kept free of obstruction and shall be retained in accordance with the approved details and remain available for the parking of vehicles at all times.

REASON: Because not all details have been supplied with the application and these details are required to meet the needs of future occupiers and to 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.

36. Prior to the first occupation of the development hereby permitted a Landscape and Ecological Management Plan, including long-term design objectives, management responsibilities and maintenance schedules for all landscaped areas (except privately owned domestic gardens), has been submitted to, and approved in writing by, the Local Planning Authority. The Landscape and Ecological Management Plan shall be carried out as approved and shall include the following elements:

- a. details of the type and frequency of maintenance regimes;
- b. details of management responsibilities including adequate financial provision and named body responsible for management for the long-term.

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REASON: To preserve and enhance biodiversity within the development in accordance with paragraphs 170 and 175 of the National Planning Policy Framework and Policy EN12 of the Reading local Plan 2019.

37. **Prior to the first occupation of the development** hereby permitted, all flood mitigation and protection measures as contained within the Stuart Michael Associates Limited Flood Risk Assessment and Drainage Statement ref. SMA Ref: 5757-FRA&DS issue 2 dated April 2019 and received by the Local Planning Authority on 17th April 2019 shall be implemented in full and maintained in perpetuity for the lifetime of the development.

REASON: In order to comply with good practice building for flood resilience/safety in the flood zone and in accordance with Policy EN18 of the Reading Borough Local Plan 2019.

38. **Prior to the first occupation of the development** hereby permitted a plan indicating the positions, design, materials and type of boundary treatment to be erected, shall be submitted to an approved in writing by the Local Planning Authority. The boundary treatment shall be implemented in accordance with the approved plan before the development is occupied or otherwise in accordance with a timescale agreed in writing by the Local Planning Authority.

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.

39. **Prior to the first occupation of the development** hereby permitted, a scheme with the details of all on-site play-space facilities shall have been submitted to and been approved in writing by the Local Planning Authority. The details shall include a plan indicating the locations of the facilities, full specifications and designs of the equipment and maintenance and management (including safety inspections) arrangements. The approved scheme shall be installed before occupation of the residential accommodation and shall thereafter be maintained in accordance with the approved details.

REASON: In order to provide suitable on-site play-space facilities for future occupiers and the wider public and to enhance the appearance of the development, in accordance with Policies CC7 and EN9 of the Reading Borough local Plan 2019.

40. **Prior to the first occupation of the development** hereby permitted details of measures to prevent pests and vermin accessing the bin stores has been submitted to and approved in writing by the Local Planning Authority. The approved pest and vermin control measures, shall be provided in accordance with the approved details prior to first occupation of the development.

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REASON: To ensure that adequate provision is made for the storage and collection of refuse in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

41. **Prior to the first occupation of the development** hereby permitted details (exact form, font, wording, materials and maintenance strategy) of the entrance signage and sculptural elements as indicated on page 32 of the Farrer Huxley Landscape Statement dated April 2019 received by the Local Planning Authority on 24th April 2019 have been submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented prior to the first occupation of any residential unit within the development and maintained as such thereafter.

REASON: In the interests of providing suitable public art in the development, safeguarding the character and appearance of the building and the wider immediate area in accordance with Policies CC7 and CR2 of the Reading Borough Local Plan 2019.

42. **Prior to the first occupation of the development** hereby permitted written verification shall be submitted to and approved in writing by the Local Planning Authority demonstrating that all of the dwellings hereby permitted have achieved a minimum of a 35% 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). Such evidence shall be in the form of an 'As Built' Standard Assessment Procedure (SAP) assessment, 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.

43. **Prior to the first occupation of the development** hereby permitted details of an electric vehicle (EV) charging scheme comprising a layout plan and detailed specification for a minimum of ten percent of all vehicle parking spaces to be provided with electric vehicle charging points, and a further ten percent of spaces provided with cabling and other supporting infrastructure reasonably required to enable EV charging points to be fitted, shall be submitted to and approved in writing by the Local Planning Authority.

The development shall not be occupied until the scheme has been fully provided in accordance with the approved details. The spaces and charging points shall be maintained for vehicle charging in accordance with the approved Scheme at all times thereafter.

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

44. **No development, except demolition, shall commence beyond foundation level** until details of finished floor levels relative to existing floor/ground levels have been

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submitted to and been approved in writing by the Local Planning Authority. The development shall be carried out and retained 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, and to protect views in and out of the development in the interests of visual amenity in accordance with Policy CC7 of the Reading Borough Local Plan 2019. 46

45. **Prior to the first occupation of the development** hereby permitted a security strategy, including CCTV details and measures to be incorporated into the development to demonstrate how full and robust access control to all parts of the development will be achieved, shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved security strategy, with measures in the approved scheme in place before the first occupation of the development and permanently retained and maintained thereafter.

REASON: To protect the amenity of future occupants of the proposed development and in the interests of safeguarding the character and appearance of the buildings and the wider immediate area, in accordance with Policies CC7, CC8 and CR2 of the Reading local Plan 2019.

46. **Within 5 months of the first occupation of the sixty fifth residential dwelling** hereby permitted, a Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall include a full analysis of the existing modal split for residents, reasons for the modal choice, and detailed proposals for future transport provision with the aim of securing reduction in car trips generated to and from the development hereby approved.

REASON: In order to minimise danger, obstruction and inconvenience to users of the highway in and encourage modal shift in accordance with TR1 of the Reading Local Plan 2019.

47. **On the first anniversary of the approved Travel Plan** and annually for a further 4 years, an annual review of the Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. This shall include a detailed survey of the number of movements generated by the residents and shall be compared with the initial survey carried out under the terms of condition no. 9, (the control level) and in the event of any reduction not being secured, the Travel Plan Co-ordinator shall undertake measures to reduce the number of car borne trips to, as a maximum, the control level. This may include such options as a greater provision of subsidised transport.

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REASON: In order to minimise danger, obstruction and inconvenience to users of the highway in accordance with TR1 of the Reading Local Plan 2019.

INFORMATIVES

1. The Environmental Permitting (England and Wales) Regulations 2016 require a permit to be obtained for any activities which will take place:
 - on or within 8 metres of a main river (16 metres if tidal)
 - on or within 8 metres of a flood defence structure or culvert (16 metres if tidal)
 - on or within 16 metres of a sea defence
 - involving quarrying or excavation within 16 metres of any main river, flood defence (including a remote defence) or culvert
 - in a floodplain more than 8 metres from the river bank, culvert or flood defence structure (16 metres if it's a tidal main river) and you don't already have planning permission.

For further guidance please visit <https://www.gov.uk/guidance/flood-risk-activities-environmental-permits> or contact the Environment Agency's National Customer Contact Centre on 03702 422 549. The applicant should not assume that a permit will automatically be forthcoming once planning permission has been granted, and we advise them to consult with us at the earliest opportunity.

2. Throughout the works and following development, the Environment Agency will need to retain vehicular access to the monitoring point at the footbridge on site for routine maintenance. The fence around the compound which is leased will need to be retained and disruption to the mains power supply to the EA's gauge kept to a minimum.

For further information on this requirement, please contact enquiries_THM@environment-agency.gov.uk

3. To minimise the disturbance by noise of future residential occupiers of the flats and its effect on neighbouring residents, residential accommodation must be designed and constructed or converted so as to achieve the insulation requirements set out in Building Regulations Approved Document E.

4. 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.

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

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chargeable you will be sent a CIL Liability Notice with the calculated amount soon. CIL becomes payable on commencement of the development or by instalments.

For more information go to:

http://www.reading.gov.uk/media/2791/Community-Infrastructure-Levy-Advice-to-Applicants/pdf/CIL_Advice_to_Applicants.pdf

6. 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.

7. 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.

8. 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.

9. Soakaways / attenuation ponds / septic tanks etc, as a means of storm/surface water disposal must not be constructed near/within 5 metres of Network Rail's boundary or at any point which could adversely affect the stability of Network Rail's property/infrastructure. Storm/surface water must not be discharged onto Network Rail's property or into Network Rail's culverts or drains. Network Rail's drainage system(s) are not to be compromised by any work(s). Suitable drainage or other works must be provided and maintained by the Developer to prevent surface water flows or run-off onto Network Rail's property / infrastructure.

Proper provision must be made to accept and continue drainage discharging from Network Rail's property. (The Land Drainage Act) is to be complied with. Suitable foul drainage must be provided separate from Network Rail's existing drainage. Once water enters a pipe it becomes a controlled source and as such no water should be discharged in the direction of the railway.

Full details of the drainage plans are to be submitted for acceptance to the Network Rail Asset Protection Engineer. No works are to commence on site on any drainage plans without the acceptance of the Network Rail Asset Protection Engineers: Network Rail has various drainage standards that can be provided Free of Charge should the applicant/developer engage with Network Rail's Asset Protection Engineers.

10. Any works on Network Rail land will need to be undertaken following engagement with Asset Protection to determine the interface with Network Rail assets, buried or

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& Regulatory Services



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otherwise and by entering into a Basis Asset Protection Agreement, if required, with a minimum of 3 months notice before works start.
assetprotectionwestern@networkrail.co.uk

11. Where works are proposed adjacent to the railway it may be necessary to serve the appropriate notices on Network Rail and their tenants under the Party Wall etc Act 1996. Developers should consult with Network Rail at an early stage of the preparation of details of their development on Party Wall matters.

The applicant is reminded that any works close to the Network Rail boundary, and any excavation works are also covered by the Party Wall Act of 1996. Should any foundations, any excavations or any part of the building encroach onto Network Rail land then the applicant would need to serve notice on Network Rail and they would be liable for the costs. An applicant cannot access Network Rail without permission (via the Asset Protection Team) and in addition to any costs under the Party Wall Act, the applicant would also be liable to all Network Rail site supervision costs whilst works are undertaken. No works in these circumstances are to commence without the approval of the Network Rail Asset Protection Engineer.

12. If not already in place, the Developer/applicant must provide at their expense a suitable trespass proof fence (of at least 1.8m in height) adjacent to Network Rail's boundary and make provision for its future maintenance and renewal without encroachment upon Network Rail land. Network Rail's existing fencing / wall must not be removed or damaged and at no point either during construction or after works are completed on site should the foundations of the fencing or wall or any embankment therein be damaged, undermined or compromised in any way. Any vegetation on Network Rail land and within Network Rail's boundary must also not be disturbed

13. The developer/applicant must ensure that their proposal, both during construction and after completion of works on site, does not affect the safety, operation or integrity of the operational railway, Network Rail and its infrastructure or undermine or damage or adversely affect any railway land or structures. There must be no physical encroachment of the proposal onto Network Rail land, no over-sailing into Network Rail air-space and no encroachment of foundations onto Network Rail land and soil. Any future maintenance must be conducted solely within the applicant's land ownership. Should the applicant require access to Network Rail land then they must seek approval from Network Rail Asset Protection Team. Any unauthorised access to Network Rail land or air-space is an act of trespass and we would remind the council that this is a criminal offence (s55 British Transport Commission Act 1949). Should the applicant be granted access to Network Rail land then they will be liable for all costs incurred in facilitating the proposal.

14. All roads, paths or ways providing access to any part of the railway undertaker's land shall be kept open at all times during and after the development.

15. Network Rail offers no right of support to the development. Where foundation works penetrate Network Rail's support zone or ground displacement techniques are

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used the works will require specific approval and careful monitoring by Network Rail. There should be no additional loading placed on the cutting and no deep continuous excavations parallel to the boundary without prior approval.

16. The works involve disturbing the ground on or adjacent to Network Rail's land it is likely/possible that the Network Rail and the utility companies have buried services in the area in which there is a need to excavate. Network Rail's ground disturbance regulations applies. The developer should seek specific advice from Network Rail on any significant raising or lowering of the levels of the site.

17. All excavations / earthworks carried out in the vicinity of Network Rail's property / structures must be designed and executed such that no interference with the integrity of that property / structure can occur. If temporary compounds are to be located adjacent to the operational railway, these should be included in a method statement for approval by Network Rail. Prior to commencement of works, full details of excavations and earthworks to be carried out near the railway undertaker's boundary fence should be submitted for approval of the Local Planning Authority acting in consultation with the railway undertaker and the works shall only be carried out in accordance with the approved details. Where development may affect the railway, consultation with the Asset Protection Engineer should be undertaken.

18. The proposal must not interfere with or obscure any railway signals that may be in the area.

19. The current level of railway usage may be subject to change at any time without prior notification including increased frequency of trains, night time train running and heavy freight trains.

There is also the potential for maintenance works to be carried out on trains, which is undertaken at night and means leaving the trains' motors running which can lead to increased levels of noise.

It is recommended that all future residents are informed of the noise and vibration emanating from the railway, and of potential future increases in railway noise and vibration.

20. Any scaffold which is to be constructed adjacent to the railway must be erected in such a manner that, at no time will any poles or cranes over-sail or fall onto the railway. All plant and scaffolding must be positioned, that in the event of failure, it will not fall on to Network Rail land.

21. 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

22. 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

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construction and demolition associated with the approved development will be subject to environmental health law.

DRAFT

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 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.

ANNEX 3
THE EMPLOYMENT SKILLS AND TRAINING SUPPLEMENTARY PLANNING DOCUMENT

Employment, Skills and Training

SUPPLEMENTARY PLANNING DOCUMENT

Final Adopted April 15th 2013

Planning Section
Local Development Framework Team
Reading Borough Council
Civic Centre
Reading RG1 7AE

Email: ldf@reading.gov.uk



www.reading.gov.uk



Reading
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Reading Borough Local Development Framework

Supplementary Planning Document

EMPLOYMENT, SKILLS & TRAINING

Core Strategy Policies: CS3, CS9, CS13
Sites and Detailed Policies Document Policy: DM3

FINAL ADOPTED SPD APRIL 2013

Head of Planning and Building Control
Reading Borough Council

April 15th 2013

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1.0 Purpose and Status of the Document

- 1.1 This is adopted by Reading Borough Council as a Supplementary Planning Document (SPD). It is a material consideration in the determination of planning applications.
- 1.2 The purpose of this document is to set out the obligations which will be sought from developers at the construction and end user phases of development to contribute towards a range of employment, skills and training measures to mitigate the impacts of development to ensure that local people can better access job opportunities arising from new development.
- 1.3 The Employment, Skills and Training Supplementary Planning Document (SPD) forms part of the Local Development Framework (LDF). A SPD is a lower-level document that expands upon existing policy within a higher-level Development Plan Document (DPD). In this case, the SPD provides further detail to adopted (2008) Core Strategy Policies *CS9: Infrastructure, Services, Resources and Amenities*, which identifies the requirement for planning obligations “in order to ensure that the development is both sustainable and contributes to the proper planning of an area in accordance with relevant planning policies”; *CS13: Impact of Employment Development*, which requires employment development to provide mitigation measures in line with its impacts on the demand for housing (including affordable housing), labour and skills, and on the transport network; and adopted (2012) Sites and Detailed Policies Document (SDPD) Policy *DM3: Infrastructure*, which sets out priorities for infrastructure planning and includes economic development services and infrastructure including skills development initiatives.
- 1.4 The SPD also contributes towards delivering the aims of adopted Core Strategy Policy *CS3: Social Inclusion and Diversity*, which requires that major developments demonstrate measures to enhance social inclusion in terms of access to a range of services including employment, and that new development does not result in or increase the potential for economic and/or social disparity.
- 1.5 This SPD replaces Section 5 Economic Development Measures of the adopted Planning Obligations under S106 of the Town and Country Planning Act 1990, Supplementary Planning Guidance (final SPG Amended 2004). Other Sections of that SPG currently remain operational.

2.0 Context

- 2.1 Reading was originally identified as a regional 'Hub'¹ and one of eight 'diamonds' for investment and growth, within the South-East's Regional Economic Strategy 2006-2016 (2006). It was also designated as a 'New Growth Point'². Although neither the New Growth Point Status nor 'Diamond' are now applicable, the Council's policies and position reflect the emphasis on sustainable growth inherent in the development of these policies and initiatives. Reading welcomes sustainable growth and planning policies continue to reflect that emphasis.
- 2.2 Reading is once again listed as one of the top economies in the UK (2012)³ in terms of being best placed for a private sector led recovery. However, The Local Economic Assessment of the Reading Diamond (2010) highlights weaknesses of a *"poorly achieving underclass in education and skills especially at the entry and basic levels"*. It goes on to highlight that *"the skills and education level of the labour force" is a "crucial dimension of the Diamond's future economic vitality, flexibility and competitiveness..."*⁴.
- 2.3 Despite growth over the decade to 2011, especially in B1 (knowledge intensive) uses, 30% of Reading's working age population still lack level 2 qualifications (i.e. basic skills). The continued failure to improve local skills levels will inhibit economic growth. Significant predicted jobs growth locally and sub regionally presents the opportunity to maximise skills development and employment opportunities for local people through securing contributions from developers. This is to mitigate against their developments, contributing to Reading's current 'skills mismatch' and skills shortages.
- 2.4 A better, appropriately skilled local workforce can provide a pool of talent to both developers and end occupiers. This will reduce the need to import skills, and in doing so reduce congestion and unsustainable travel to work modes, reduce carbon emissions and the pressure on the local housing infrastructure.

3.0 Policy Background

- 3.1 The **National Planning Policy Framework (2012)** sets out the Government's commitment to securing economic growth. With

¹ A focus for improvements to accessibility, for higher density land uses, and for high quality transport interchange facilities - Regional Spatial Strategy for the South East

² Areas proposing an average rate of new housebuilding at least 20% higher than set in plans in October 2003.

³ Centre for Cities Outlook 2012

⁴ Reading Diamond's Local Economic Assessment, 2010

regard to business needs it states that *“Local planning authorities [LPAs] should have a clear understanding of business needs within the economic markets operating in and across their area”*. This includes *“..working closely with the business community to understand their changing needs and identify and address barriers to investment, including a lack of housing, infrastructure or viability”*. Included within the areas which LPAs should assess, using their evidence base, are *“locations of deprivation which may benefit from planned remedial action.”*

- 3.2 Reading’s **Sustainable Community Strategy** (SCS, April 2011) includes the key themes of ‘People, Place and Prosperity’. Under the Prosperity theme the SCS identifies as paramount the need to *“embed sustainable economic growth solutions”*. One of the current challenges highlighted is the need to improve employment and skills outcomes. In terms of addressing this challenge the SCS recognises the need to diversify the economy through ensuring that more local people are able to access jobs and employment, and those in work have the skills required to prosper. The SCS identifies that there will be a focus on activities which develop skills for business, to improve competitiveness, and ensuring development offers opportunity for local people, e.g. increase the number of apprenticeships offered by local employers. A more coherent and focussed approach to improving training and skills outcomes through S106 will help to contribute to these priorities.

- 3.3 **“Driving Reading’s World Class Economy - An Economic Development Strategy,”** Reading UK CIC (2011)⁵, summarises the key issues emerging from the Local Economic Assessment (2010)⁶, as:

1. Promoting and sustaining the local economy;
2. Skills and education; and
3. Transport, housing and infrastructure.

The Strategy identifies that the skills and abilities of our workforce are vital to sustaining economic potency. One of the key outcomes identified is a more highly skilled workforce with this objective being achieved by *“employment & skills plans implemented for major development sites as part of the Skills for Business [SfB] campaign”*

- 3.4 The Council’s adopted **Core Strategy** Policy CS13: Impact of Employment Development, specifically deals with the impacts of employment development and the need to mitigate the impacts including, but not exclusively, with regard to skills and childcare. There is specific reference to maximising the potential of the existing population to fill jobs, through improving their skills. The Core

⁵ <http://www.livingreading.co.uk/economic-development-strategy>.

⁶ <http://www.livingreading.co.uk/local-economic-assessment>

Strategy also focusses on the social effects and policy CS3: Social Inclusion and Diversity states that *“major developments should demonstrate measures to enhance social inclusion in terms of access to housing, employment, services,”*. The accompanying text identifies that *“planning processes must recognise the potential for disparities and deprivation, ensuring that new development does not result in, or increase the potential for, economic and/ or social disparity”*. Policy CS9: Infrastructure Services, Resources and Amenities, identifies the requirement for planning obligations *“in order to ensure that the development is both sustainable and contributes to the proper planning of an area in accordance with relevant planning policies”*.

- 3.5 A more detailed policy is set out in the **Sites and Detailed Policies Document**, Policy DM3: Infrastructure. This sets out priorities for infrastructure planning and includes economic development services and infrastructure, including skills development initiatives and childcare.
- 3.6 Promoting employment skills and training opportunities for local people will generate local employment opportunities and reduce carbon emissions, all of which will contribute to sustainable economic development. Focusing activities largely at those most marginalised from the workforce, including those that lack the skills required by employers, will help reduce deprivation and improve social inclusion.

4.0 Justification

- 4.1 The National Planning Policy Framework (CLG, 2012) states that planning obligations should only be sought where they meet all of the following tests:
 - Necessary to make the development acceptable in planning terms;
 - Directly related to the development; and
 - Fairly and reasonably related in scale and kind to the development.
- 4.2 Local planning policies are clear that employment generating development should provide mitigation measures in line with its impacts on the demands for housing, labour and skills and on the transport network. Reading Borough Council's adopted Core Strategy states that *“the tight labour market of Reading...means that additional employment development could result in still greater pressures on housing in the Borough, more congestion and longer commuting distances.”*
- 4.3 As well as a lack of basic skills there is also evidence of a shortage of skills in specific sectors from within Reading's working age

population, which clearly affects their ability to access new jobs being created. New development and employment growth will exacerbate existing skill shortages. This will lead to a greater proportion of the labour supply being sourced from outside of Reading which creates unsustainable long distance commuting or added pressure on housing. In addition there is the need to expand the local labour market in line with growth of employment from new development, to avoid detrimental impacts on other local employers.

- 4.4 Seeking planning obligations to maximise the potential of the existing population to compete for the jobs being created, whether during the construction phase or end user phase, through improving their skills levels, is necessary to ensure that future development is economically and socially sustainable, and that barriers to employment for those marginalised from the workforce are removed.
- 4.5 Developers often identify projected employment outcomes as part of the justification for development. It is important therefore that the impacts of economic development are mitigated and the economic benefits of new development in terms of improved local skills and employment outcomes are realised.
- 4.6 The recession has had a marked impact on Reading businesses and residents, with a sharp increase in the unemployment rate, which has resulted in greater competition for jobs making it increasingly difficult for those people with low skills to access employment. There is also evidence that the current economic climate is impacting more heavily on the most vulnerable communities as there are 12 Super Output Areas (SOAs)⁷ within 20 percent of the most deprived in England compared with 11 in 2008 and 8 in 2004⁸, indicating a growing inequality. Education, skills and training deprivation is a particular issue in Reading, with nine Super Output Areas within the 10% most deprived in England, seven of which are in south Reading.
- 4.7 Not only is it clear that skills levels are a key determinant of a sustainable local economy, but they also have an impact on employment opportunities and thus an individual's economic prosperity. Up-skilling the area's labour force will be key to maintaining its economic competitiveness. It will also bring wider benefits in terms of income equality and, potentially, a reduction in child poverty. Securing obligations for skills development and employment of local people will be necessary to enhance social inclusion by reducing the potential for economic and social disparity, another key policy driver at the local level.

⁷ Super Output Areas are a new geography designed by The Office for National Statistics (ONS) for the collection and publication of small area statistics.

⁸ Index of Multiple Deprivation 2007, DCLG

5.0 Types of Employment, Skills and Training

- 5.1 There are two key areas of employment, skills and training for which S106 planning obligations will be sought. The first is the *construction phase* for all large developments, the second at the *end user phase* of large commercial development. The measures will seek to mitigate the impacts of development through ensuring that local people can better access job opportunities arising from development.
- 5.2 Planning obligations secured through S106 will be used to assist local residents to receive training during the construction phase, and to support/ provide the training and skills needed to access the new job opportunities created by the developments' end-user. During the construction phase, developers will be expected to make best efforts to employ local contractors, subcontractors, apprentices and trainees.
- 5.3 For both the construction and end-user phases, developers and occupiers will need to be committed to working with the Council (and Reading's economic development company)⁹ to develop a site specific *Employment and Skills Plan (ESP)*. The S106 agreement will require the implementation of the approved ESP. **Funding to deliver the ESP outcomes will be the responsibility of the developer working in consultation with the Council, its ESP delivery partner and relevant skills and employment delivery partners. This will be based on meeting a specified number of training/ apprentice/up-skilling outcomes.**
- 5.4 ESP's typically cover the following outcomes (both construction & end use phases):
- Number of apprenticeships
 - Employment/training initiatives
 - Training and work experience for younger people, including those who are not in employment, training or education (NEET)
 - Best endeavours to maximise local labour
 - Local procurement agreement - potential for local businesses to be included in tender lists.
- 5.5 Delivery of the ESP will require collaboration between a large number of agencies and organisations. Reading's economic development company, will work with the developer/end user and will provide assistance and guidance in identifying the most appropriate providers/ suitable delivery partners to match the skills and training needs of the ESP. The SfB coordinator will monitor the overall ESP.

⁹ Reading UK CIC is Reading's economic development company and is responsible for delivering skills priorities on behalf of the Local Strategic 2020 Partnership, and coordinate the delivery of publically funded 19+ accredited skills and training.

- 5.6 **A financial contribution will be sought where a developer chooses not to implement an ESP.** The contribution will deliver a package of training and skills outcomes for local people. The funding required will be based on the calculation in Section 6. below. The SfB coordinator will deliver a detailed, fully costed ESP (to be agreed with a developer). This will be for training and skills outcomes commensurate to the scale of the development including skills coordination, targeted support programmes, job brokerage schemes and Skills for Business Initiatives. Examples of initiatives are set out below.
- 5.7 The Council would welcome other innovative approaches to delivering employment, skills and training outputs, which could include collaborative working between more than one developer. There would, however, still be an overseeing role for the SfB coordinator.

Construction Phase

- 5.8 Funding secured through S106 planning obligations for construction skills will support construction specific training for local people. There are a range of courses which currently exist through mainstream college provision, Pre Employment Training and Sector Based Work Academies. The types of training might include the following:

Pre-Employment Training - construction:

- Up to 30 hours a week for a maximum of 2 weeks;
- Up to 5 days work experience on site;
- Training equipment and materials
- CV and interview preparation and techniques;
- Personal safety equipment
- Reasonable expenses relating to training (e.g.travel)
- Issue of appropriate site safety 'licences' (i.e. CSCS)

Sector Specific Training Activities

- 19+ construction qualifications where not funded elsewhere;
- Site visits for school and education projects;
- Construction related costs for skills and training to support local community projects;
- Construction apprenticeship places
- Contribution to Skills for Business Co-ordination¹⁰ where appropriate.

Partners involved in delivering training include New Directions, Reading College and JobcentrePlus, amongst others.

¹⁰ Currently operated by Reading UK CIC

End User Phase

- 5.9 Examples of what end user funding secured through S106 might deliver are as follows (refer also to Appendix 2):

Taking the scenario of a 200 bedroom 4* hotel with associated facilities, based on an employment density of 1 employee per 1.25 bedrooms = 160 staff (using employment density information from Appendix 3)

Pre Employment Training - Catering & hospitality:

- Up to 30 hours a week for a maximum of 2 weeks;
- Up to 5 days work experience;
- Purchasing training and materials
- Food hygiene, first aid and COSHH training;
- CV and interview preparation and techniques.

Sector Specific Training Activities

- Work trials;
- Job related equipment - i.e. chefs whites, knives;
- Customer service training - i.e. Worldhost;
- 19+ qualifications where not funded elsewhere¹¹;
- Sector specific apprenticeship places;
- Contribution to Skills for Business Co-ordination¹².

Partners involved in delivering training include New Directions, Reading College and JobcentrePlus amongst others.

¹¹ Most courses will be funded via JobcentrePlus or colleges, for those out of work, however, there is a real need, supported by labour shortage data to broaden the offer to those that might be in work, to help them up-skill to increase their economic activity/ productivity and skills

¹² Currently operated by Reading UK CIC

6.0 How will contributions be calculated and which developments will pay?

Type of Economic Development Measure	Proposed use/s to contribute	Size of development to contribute	Rate/ means of calculation
Construction Phase	All	Major applications: -Commercial and other uses of gross internal floor area of 1000m ² / 1ha or more; -Residential - 10 units/ 0.5ha or more	Where an agreed ESP is provided by a developer for them to deliver it will be based on construction benchmarks from the National Skills Academy for Construction projects (refer to Appendix 1), and labour market patterns in the industry. These set out the expected levels of employment, apprenticeships and training for the size of development, based on the total construction cost. A monitoring fee will be required for the Skills for Business Coordinator (SfBC) to monitor the agreed ESP. The fee for this will be £25 per training output as agreed through the ESP. <i>If a developer chooses not to provide an ESP themselves then a financial contribution will be sought and will be based on the following calculation:</i> £2,500¹³ x Gross internal floor area of scheme (m²) / 1000m² This contribution will be used to fund and deliver the relevant employment, skills and training outcomes. These will be commensurate to the scale of the development, as set out in a detailed, fully costed ESP, developed by the Skills for Business Co-ordinator (SfBC). 3% of the total contributions will be used to support the role of the SfBC. The SfBC will be responsible for working with developers to develop and deliver all ESP objectives, to maximise their reach to local people and to report progress including confirmation that all ESP outcomes have been discharged. The SfBC will work across a network of Skills for Business training providers thus providing the developer (and Council) with a single point of contact for all ESP related matters. They will regularly liaise with JobcentrePlus to ensure that clients are able to access ESP training.

¹³ Average cost of construction training

End User	All commercial/ employment generating uses	Gross ¹⁴ internal floor area of 1000m ² or more	End use ESP's will be developed using the expertise and experience of appropriate Sector Skills Councils, local labour market intelligence and appropriate employment density calculations - see Appendix 2: Definition of the end user training initiatives outputs, and Appendix 3: Employment Density. End use ESP's will be negotiated on a case by case basis for all appropriate developments and will seek to maximise the following outcomes; • Number of apprenticeships generated • Employment/training for unemployed • Training and work experience for younger people • Maximising local labour - minimum 50% A monitoring fee will be required for the Skills for Business Coordinator (SfBC) to monitor the agreed ESP. The fee for this will be £15 per training outputs as agreed through the ESP. If a developer chooses not to provide an ESP themselves then a financial contribution will be sought and will be based on the following calculation: Gross internal floor area of development (m²) / average employee density for development type¹⁵ x target percentage of jobs filled by Reading residents (50%) x percentage without level 2 skills (30%) x £1500¹⁶ This will be used to fund the relevant employment, skills and training initiatives as defined in an ESP developed by the SfBC. 3% of the total contributions will be used to support the Skills for Business Co-ordinator (see above for the SfBC role). All training will lead to accredited qualifications.
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¹⁴ Consideration will be given to basing the calculation on the net increase, where some/ all of the floorspace has been in continuous use for at least 6 months in the 12 months leading up to the submission of the planning application

¹⁵ Using HCA Employment Density figure – See Appendix 3

¹⁶ Average cost of end user related training

APPENDIX 1: BENCHMARKS TO BE USED IN CONSTRUCTION EMPLOYMENT SKILLS PLANS (ESP), AND DEFINITIONS OF THE OUTPUTS

The National Skills Academy for Construction - Client Based Approach was launched in June 2011 after being piloted in certain local authorities. This defines Employment and Skills based benchmarks for developments based on build cost. The benchmarks have been set as a result of experience from the National Skills Academy for Construction projects and an analysis of labour patterns in the industry. The benchmarks have been amended slightly to reflect Reading's local priorities - namely;

- Increased apprenticeships
- Employment/training for unemployed
- Training and work experience for younger people
- Maximising local labour - minimum 50%

They have been prepared across a range of different construction value bands in terms of outputs and scope of employment and skills which they support and will be used as basis for drawing up the ESP.

To calculate the number of outputs the table is used as follows:

Multiply the benchmark multiplier for the appropriate band by the full construction value of the scheme divided by 1,000,000.
e.g. Apprenticeships - for an £8m scheme = $(8,000,000 \times 0.6) / 1,000,000 = 5$.

Note: The figures should be rounded to the nearest whole number for the purposes of setting the target outputs.

Benchmark Table: For Construction Employment and Skills Plan (ESP)

Employment and Skills Outputs	Band 1 1m- 3.49m	Band 2 3.5m- 9.99m	Band 3 10m- 19.99m	Band 4 20m- 29.99m	Band 5 30m- 39.99m	Band 6 40m- 49.99m	Band 7 50m- 59.99m	Band 8 60m- 69.99m	Band 9 70m- 79.99m	Band 10 80m- 89.99m	Band 11 90m +
(A) Apprentices - applicable to all developments lasting 12 months or longer Created 16-18	0	0.3	0.28	0.26	0.25	0.24	0.23	0.22	0.19	0.18	0.17
Created 19+	0	0.3	0.28	0.26	0.25	0.24	0.23	0.22	0.19	0.18	0.17
(B) Employment Initiatives Progression into employment - Unemployed less than 6 months	1.3	1.1	0.5	0.5	0.5	0.5	0.5	0.5	0.35	0.35	0.35
Progression into employment - Unemployed more than 6 months/ including Work Programme Progression into employment - young people aged 16-24	0.8	0.8	0.6	0.6	0.5	0.5	0.3	0.3	0.3	0.3	0.25
CC Construction: all developments generating 50 jobs (FTE's) or more over the entire build cycle to participate in a construction trade related Sector Based Work Academy (SWBA) exclusively for young people (minimum cohort x 10 - leading to 5 guaranteed on-site jobs). SWBA required for each 50 FTE jobs on site											
(C) Training initiatives - new entrants School/College/University site visits (no of students)	5.0	5.0	3.0	2.5	2.2	2.0	1.80	1.50	1.50	1.50	1.5
Work experience 14 - 16 years (no of persons)	0.50	0.30	0.20	0.30	0.30	0.30	0.25	0.25	0.25	0.25	0.25
Work experience 16+ years	2.0	1.5	1.0	0.50	0.40	0.35	0.30	0.27	0.25	0.22	0.22
Work experience NEETS	1.0	0.30	0.20	0.25	0.25	0.25	0.25	0.25	0.20	0.20	0.20
(D) Maximising local employment	Target 50% local										

Definitions of Outputs Identified in the Benchmark Table: For Construction Employment and Skills Plan (ESP)

First principles

The parties to this agreement agree to work collaboratively to maximise training and skills outcomes for local people. They recognise that the use of local labour in both the construction and in the appropriate end user phase (where appropriate) is a mechanism for addressing local skills shortages, empowering communities to take responsibility for themselves and ensuring that local residents share in economic success.

(A) Apprentices - applicable to all developments lasting 12 months or longer	Definition
Created 16-18	The developer is responsible for ensuring the relevant number of apprenticeship places are created on site - either directly or through the developers managing agents and their supply chain. The developer is responsible for all associated costs.
Created 19+	The developer is responsible for ensuring the relevant number of apprenticeship places are created on site - either directly or through the developers managing agents and their supply chain. The developer is responsible for all associated costs.
(B) Employment Initiatives Progression into employment - unemployed less than either 9 months for 18-24 year olds or 12 months for 25+	Number of individuals who have been unemployed for up to either 9 or 12 months and enter into employment and/or structured sector specific employment training initiatives, including: • work experience placements (where appropriate) • appropriate site safety 'licences' where applicable (i.e.CSCS/PTS), • Pre Employment Training (PET)/Sector Based Work Academies (SWBAs) • PET's and SWBAs require guaranteed interview for successful completion. and be created to suit the needs of the developer as appropriate.
Progression into employment - unemployed more than either 9 months or 12 months as above to support work programme	Number of individuals who have been <u>unemployed</u> for either 9 or 12 months months and enter into employment and/or structured sector specific employment training initiatives, including: • work experience placements (where appropriate); • appropriate site safety 'licences' where applicable (i.e.CSCS/PTS); • Pre-Employment Training (PET)/Sector Based Work Academies (SWBAs) • PETs and SBWAs require guaranteed interview for successful completion.

	and be created to suit the needs of the developer as appropriate.
(B) Employment Initiatives (ctd) Progression into employment - young people aged 18 - 24	Construction: All developments generating 50 jobs (FTE's) or more over the entire build cycle to participate in a construction trade related Sector Based Work Academy (SBWA) exclusively young people (minimum cohort x 10 - leading to 5 guaranteed on site jobs). SBWA required for each 50 FTE's jobs on site.
(C) Training initiatives - new entrants School/ College/University site visits (no of students)	The developer agrees to allow supervised and pre-arranged access to the site for educational purposes. The developer further agrees to consider off site visits to support local education, including the promotion of construction as a career, site health and safety and technical lectures.
Work experience/shadowing 14 - 16 years (no of persons)	The number of 14-16 young people undertaking work experience/work shadowing placements with the site team/trade contractors and/or the schemes occupier where appropriate. This can include block placements of one week or more, or one / two days per week. A work experience/work shadowing placement is to be a minimum of 5 days in total.
Work experience 16+ years	The number of people undertaking work experience placements with the site team/trade contractors and/or the schemes occupier where appropriate. This can include block placements of one week or more, or one / two days per week. Can also include Entry to Employment and university student placements, which will be particularly relevant for the larger projects. A work experience placement is to be a minimum of 20 days.
Work experience NEETS	The number of young people that are not in employment, education or training undertaking work experience placements with the site team/trade contractors and/or the schemes occupier where appropriate. This can include block placements of one week or more, or one / two days per week. A work experience placement is to

	be a minimum of 5 days in total.
(D) Maximising local employment	
Construction	For construction projects generating 50 jobs (FTE's) or more the developer will be make best endeavours to employ at least 50% of all staff on site who are resident in the Reading travel to work area (defined as the Boroughs of Reading, Wokingham and Bracknell). This applies to all supply chain contractors and sub-contractors. For development generating 50 jobs (FTEs) or more the developer agrees to attend local Job Fairs as appropriate. All jobs created to be advertised through Reading Jobcentre Plus to maximise local recruitment opportunities.

APPENDIX 2: DEFINITION OF THE END USER TRAINING INITIATIVES OUTPUTS - COMMERCIAL DEVELOPMENTS ONLY

Sector specific 'end user' 'training (if appropriate) i.e. retail/logistics/hospitality	The number of people who have entered into sector specific 'end user/occupier' training, work experience and skills programmes. This could include; • work experience placements (where appropriate) • appropriate site safety 'licences' where applicable (i.e. CSCS/PTS), • Pre-Employment Training (PET)/Sector Based Work Academies (SWBAs) • PETs and SWBAs require guaranteed interview for successful completion. and be created to help the end user deliver 50% local employment
Maximising local employment	For developments generating 50 jobs (FTEs) or more the end occupier/user and its nominated agents will make best endeavours to employ at least 50% of all staff from those resident in the Reading travel to work area (defined as the Boroughs of Reading, Wokingham and Bracknell). Employment uses generating 50 jobs (FTEs) or more the end occupier (where known) agrees to attend local Job Fairs as appropriate. All jobs created to be advertised through Reading Jobcentre Plus to maximise local recruitment opportunities.

APPENDIX 3: EMPLOYMENT DENSITY

Class	Use Type	Area per FTE (m ²)	Floor Area Basis	Comment on potential variation
Industrial				
B2 B1(c)	General Light Industry (Business Park)	36 47	GIA NIA	Range of 18 - 60 m ²
Warehouse & Distribution				
B8	General	70	GEA	Range of 25 - 115 m ² The higher the capital intensity of the business, the lower the employment density. Wide variations exist arising from scale and storage duration.
B8	Large Scale and High Bay Warehousing	80	GEA	
Office				
B1(a)	General Office	12	NIA	Includes HQ, Admin and 'Client Facing' office types A blended rate of the above B1(a) uses where they are found in out of town business park locations . Densities within separately let units are c.7 m ² per workstation but 30% of a facility's total NIA for shared services reduces the overall density.
B1(a)	Call Centres	8	NIA	
B1(a)	IT/ Data Centres	47	NIA	
B1(a)	Business Park	10	NIA	
B1(a)	Serviced Office	10	NIA	
Retail				
A1 A1 A1	High Street Food Superstores Other Superstores/ Retail Warehouses	19 17 90	NIA NIA NIA	Town/ City Centre Includes the back office function area as well as the customer facing areas. Range of 10 - 30 m ²
A2	Financial & Professional Services	16	NIA	
A3	Restaurants & Cafes	18	NIA	
Leisure & Visitor Attractions				
C1 C1 C1 D1	Budget Hotels General Hotels (3 star) 4/ 5 Star Hotels Cultural Attractions	1 employee per 3 bedrooms plus casual staff 1 employee per 2 bedrooms 1 employee per 1.25 bedrooms 36	 GIA	Very wide range exists, so use with Caution. Excludes external areas Range of 90 - 120 m ² Range of 40 - 100 m ² - excludes external areas. Range of 30 - 100 m ²
D2	Cinemas	90	GIA	
D2 ¹⁷	Amusement & Entertainment Centres	70	GIA	
D2	Sports centres and Private Clubs	65	GIA	

Source: HCA Employment Densities Guide 2010 (2nd edition)

¹⁷ Some Sui Generis use classes are applicable – includes launderettes, taxi businesses, car hire businesses, filling station, scrap yards, shops selling or displaying motor vehicles for sale, retail warehouse clubs, hostels, theatres, amusement arcades and centres, fun fairs, night clubs, casinos.

If you need help to fill in or understand this planning document or planning application form, please call 0118 955 3717 or visit Customer Services on the Ground Floor of the Civic Centre.

Osoby, które nie rozumieją treści dokumentu lub potrzebują pomocy w wypełnieniu formularza wniosku o pozwolenie na budowę (planning application) proszone są o kontakt telefoniczny pod numerem 0118 955 3717 lub zgłoszenie się do recepcji (Customer Services) na parterze budynku administracji rady miejskiej (Civic Centre).

Polish

Se você precisar de ajuda para preencher ou entender este documento de planejamento ou formulário de alvará de construção, por favor telefone para 0118 955 3717 ou visite o Serviço de Atendimento ao Cliente no andar térreo do Centro Cívico (Civic Centre).

Portuguese

ਜੇ ਤੁਹਾਨੂੰ ਇਸ ਯੋਜਨਾਪੱਤਰ ਨੂੰ ਸਮਝਣ ਜਾਂ ਯੋਜਨਾਬੰਦੀ ਦੀ ਅਰਜ਼ੀ ਭਰਣ ਲਈ ਸਹਾਇਤਾ ਦੀ ਲੋੜ ਹੈ, ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ 0118 955 3717 ਤੇ ਫੋਨ ਕਰੋ ਜਾਂ ਸਿਵਿਕ ਸੈਂਟਰ ਵਿਚ ਹੇਠਲੀ ਮੰਜ਼ਿਲ ਤੇ ਗ੍ਰਾਹਕ ਸੇਵਾ ਨੂੰ ਮਿਲੋ।

Punjabi

اگر آپ کو پلاننگ کی اس دستاویز یا پلاننگ کیلئے درخواست کے فارم پُر کرنے یا سمجھنے کیلئے مدد درکار ہو تو براہ مہربانی 0118 955 3717 پر ٹیلیفون کریں یا سوک سنٹر کے گراؤنڈ فلور پر واقع کسٹمر سروسز پر تشریف لائیں۔

Urdu

This document is also available in large print or audio format.



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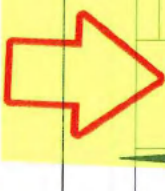


Reading
Borough Council
Working better with you

ANNEX 4
HIGHWAY WORKS PLANS

Plan 3 - drawing number 5757.001

Plan 4 - drawing number 5757.SK12



KEY

- ADOPTABLE TARMAC CARRIAGEWAY
- ADOPTABLE FOOTWAY OR VEHICLE CROSSOVER
- ADOPTABLE VERGE
- SITE BOUNDARY
- HIGHWAY BOUNDARY

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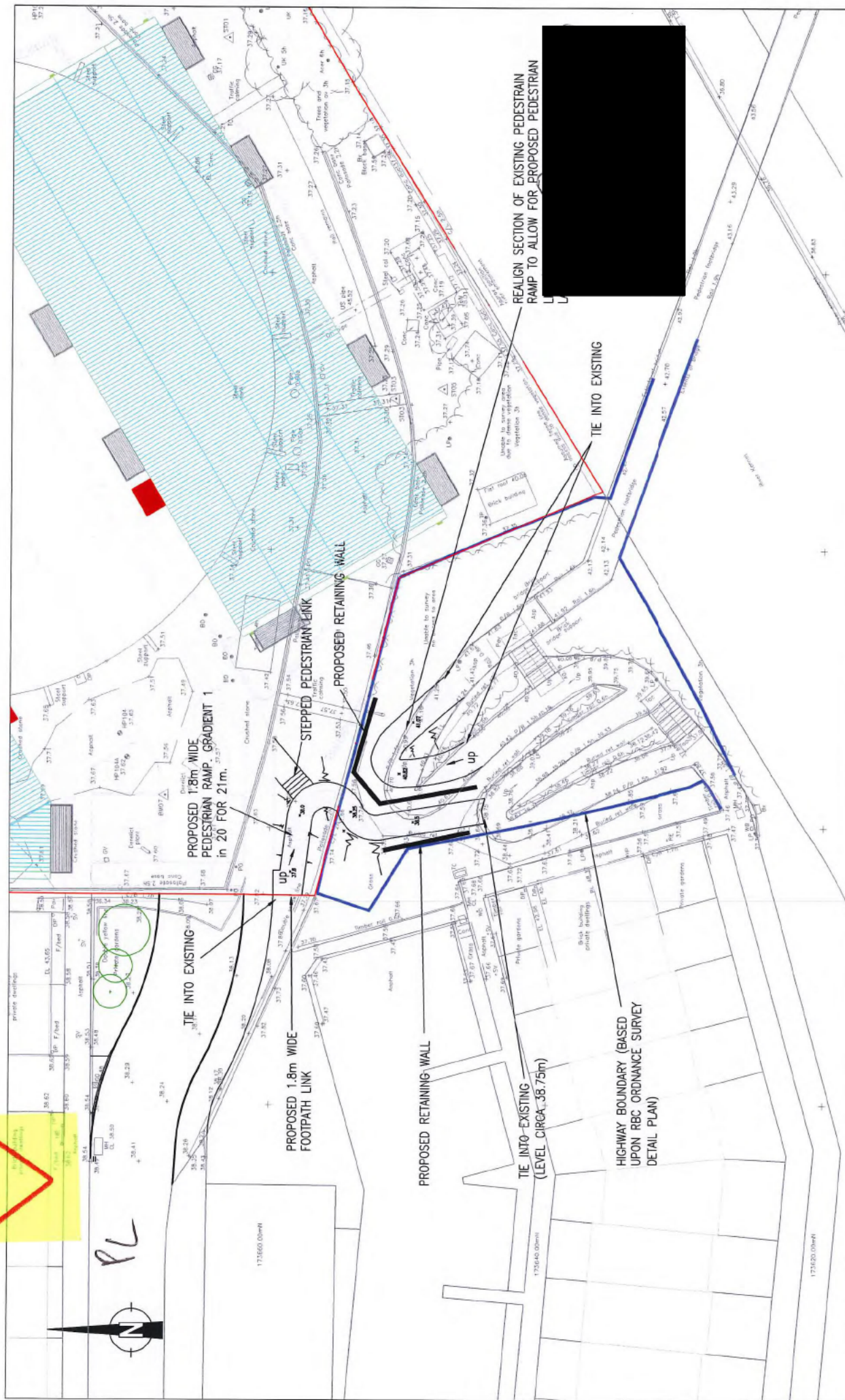
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GAS WORKS HOLDER, ALEXANDER TURNER CLOSE
READING

SECTION 278 WORKS PLAN

Rev	Description	Drn	Chk	Date
REVISIONS				
Preliminary	Approval	Tender	Cons.L	
DRAWING STATUS				

SEPT '19	JGP	SGA
5757.001		1:500 @ A3
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REALIGN SECTION OF EXISTING PEDESTRIAN RAMP TO ALLOW FOR PROPOSED PEDESTRIAN

TIE INTO EXISTING

HIGHWAY BOUNDARY (BASED UPON RBC ORDNANCE SURVEY DETAIL PLAN)

PROPOSED RETAINING WALL

PROPOSED 1.8m WIDE FOOTPATH LINK

PROPOSED 1.8m WIDE PEDESTRIAN RAMP, GRADIENT 1 in 20 FOR 21m.

PROPOSED RETAINING WALL

STEPPED PEDESTRIAN LINK

TIE INTO EXISTING

Rev	Description	Drn	Chk	Date
	REVISIONS			
Preliminary	Approval	Tender	Const.	
	DRAWING STATUS			
DATE	BY	CHKD	SGA	
SEPT '19	JGP			
	5757-SK12			
	1:250			
	@ A3			

GAS WORKS SITE, ROBERT PARKER ROAD, READING

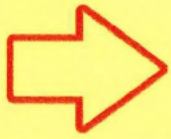
PROPOSED PEDESTRIAN LINK



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EXECUTED as a deed by)
SGN COMMERCIAL SERVICES LIMITED)
acting by a director in the presence of)
authorised signatory



~~Director~~ *Authorised Signatory*

A. Gee

Witness

Name of witness (in BLOCK CAPITALS):

Address of witness:

ALMAN L GEE

33 GAY HILL

SSE Services PLC

One Forbury Place

READ 43 Forbury Road

Reading

Berkshire

RG4 8 RG1 3JH

EXECUTED (BUT NOT DELIVERED)
UNTIL THE DATE HEREOF) by)
affixing the common seal of)
READING BOROUGH COUNCIL in)
the presence of)



Minute	PAC 13/11/2019, Min
Originator	WB
Seal No.	166/21
Checked	CR

DATED

2021

(1) SGN COMMERCIAL SERVICES LIMITED ("THE OWNER")

(2) READING BOROUGH COUNCIL ("THE COUNCIL")

AGREEMENT PURSUANT TO S.106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

relating to

Former Gas Holder Site, Alexander Turner Close, Reading, RG1 3EA (Planning Application Number 190627/FUL)

Michael Graham LLB (Hons); MBA
Assistant Director of Legal &
Democratic Services
Reading Borough Council
IKEN 12355/TC203



