

James Andrew Talfourd-Cook

and

Reading Borough Council

Agreement

in respect of land at Webbs Court, 8 Holmes Road, Reading RG6 7BH and Land on the North Side of Holmes Road, Reading pursuant to Section 106 of the Town and Country Planning Act 1990 (and all other enabling powers)

Planning application reference number PL/24/1161
IKEN Reference: ND/033651

Contents

1	Definitions	1
2	Interpretation	3
3	Legal Effect	4
	Schedule 1 - Plans and Drawings	10
	Schedule 2 – The Development	11
	Schedule 3 – Affordable Housing	12
	Appendix to Schedule 3	16
	Schedule 4 – Council's obligations	18
	Execution Page	19

Agreement

Dated *Eighteenth of May* 2026

Between:

- (1) **James Andrew Talfourd-Cook** of Webbs Court, 8 Holmes Road, Reading RG6 7BH and of First, Melrose Avenue, London SW19 8BY (the **Owner**); and
- (2) **Reading Borough Council** whose address is at Civic Offices, Bridge Street, Reading RG1 2LU (the **Council**)

Background

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the borough of Reading in which the Application Land is situated.
- (B) The Owner is the registered proprietor of the freehold interest in the Application Land under HM Land Registry title numbers BK33642 and BK249556 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.
- (C) The Parties have agreed to enter into this Agreement in order to facilitate the Development.
- (D) The Parties are satisfied that the planning obligations contained in this Agreement are:
 - (i) necessary to make the Development acceptable in planning terms;
 - (ii) directly related to the Development; and
 - (iii) fairly and reasonably related in scale and kind to the Development.

It is agreed as follows:

1 Definitions

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

1990 Act means the Town and Country Planning Act 1990;

Agreement means this deed of agreement;

Application means the application for the Planning Permission and given the reference number PL/24/1161;

Application Land means land at Webbs Court, 8 Holmes Road, Reading RG6 7BH and Land on the North Side of Holmes Road, Reading being land against which this Agreement may be enforced as shown edged in red within the panel marked 'Block Plan' on drawing number DN 3934/200 Rev A, a copy of which is appended at Schedule 1 to this Agreement;

Approval means the written approval on behalf of the Council from the Assistant Director of Planning, Transport and Public Protection Services (or such other officer of the Council who is from time to time responsible for approving matters set out in this Agreement) to the Owner and **Approved** and **Approve** shall be construed accordingly;

Assistant Director of Planning, Transport and Public Protection Services means the Council's Assistant Director of Planning, Transport and Public Protection Services for the time being or such other officer as the Council may from time to time designate;

Building means (as the context permits) any building that comprises part of the Development and **Buildings** shall be construed accordingly;

Commencement means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act but (for the purposes of this Agreement only) not including any works of removing any above ground materials (excluding buildings) from the Application Land, temporary landscaping, ground investigation, site survey works, construction of boundary fencing or hauling, decontamination, soil investigation and archaeological testing and **Commence** and **Commenced** shall be construed accordingly;

Commencement Notice means a written notice to be served by the Owner upon the Council stating the proposed date of Commencement;

Community Infrastructure Levy means community infrastructure levy as defined in the CIL Regulations;

Contribution means each and every financial contribution (excluding the Council's legal fees and the Monitoring Fee) that is payable by the Owner to the Council in accordance with this Agreement;

Council's Area means the administrative area of the Council;

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

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

Effective Date means the date of this Agreement;

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

Index means the Retail Price Index issued by the Office for National Statistics (including any index that replaces it from time to time);

Index Linked means that the amount of each Contribution payable under this Agreement and any other sum referred to in this Agreement shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the Due Date;

Leaseholder means the proprietor of a leasehold interest in the Application Land registered under HM Land Registry title number BK531329;

Lease means the lease granted to the Leaseholder;

Local Area means the Council's administrative area;

Monitoring Fee means the sum of NINE HUNDRED POUNDS (£900.00) as a contribution towards the Monitoring Officer's costs of monitoring the provisions of this Agreement;

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

Party means each party to this Agreement and its respective successors and those deriving title under it (and **Parties** shall be construed accordingly);

Planning Permission means planning permission for the Development pursuant to the Application.

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

2 Interpretation

2.1 Clause headings shall not affect the interpretation of this Agreement.

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

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

2.4 Unless the context requires otherwise, words in the singular shall include the plural and words in the plural shall include the singular.

2.5 Unless the context requires otherwise, a reference to one gender shall include a reference to the other genders.

2.6 A reference to any Party shall include that Party's successors in title and assigns and personal representatives.

2.7 References in this Agreement to the Council shall include any successor to its functions as the local planning authority in relation to the Application Land and any body to which all or part of its functions may lawfully have been transferred.

2.8 An obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and an obligation on a person to do something includes an obligation to procure that thing to be done.

2.9 Where an obligation falls to be performed by more than one person the obligation can be enforced against every person so bound jointly and against each of them individually.

2.10 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.11 Save as specified to the contrary any reference to Act of Parliament whether general or specific shall include any modification or re-enactment thereof for the time being in force and shall also include all instruments, orders, plans, regulations, by-laws and directions for the time being made issued or given thereunder or deriving validity therefrom.

2.12 A reference to writing or written does not include faxes or e-mail.

2.13 References to Clauses, Plans, Schedules, Paragraphs and Appendices are to the Clauses, Plans, Schedules, Paragraphs and Appendices of this Agreement.

3 Legal Effect

3.1 This Agreement is made pursuant to:

- (a) section 106 of the 1990 Act;
- (b) section 1 of the Localism Act 2011;
- (c) section 111 of the Local Government Act 1972; and
- (d) all other enabling powers,

with an intent to bind the Owner's interest in the Application Land (and each and every part of it) subject to the provisions of Clauses 4 (conditionality), 5 (the Owner's obligations), 7.2 (lapse) and 7.5 (release).

3.2 This Agreement is a planning obligation within the meaning of section 106 of the 1990 Act and the obligations contained within it shall, subject to the provisions of the Agreement, be enforceable by the Council against the Owner (including its successors in title and those deriving title from the Owner).

3.3 This Agreement is without prejudice to and shall not be construed as derogating from any of the rights, powers and duties of the Council pursuant to any of its statutory functions nor in any other capacity.

4 Conditionality

4.1 Unless otherwise required in order to give legal effect to any provision in this Agreement, this Agreement is conditional upon:

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

save for Clause 7 and Schedule 3 Paragraph 2.1 which shall come into effect upon the Effective Date.

which shall come into effect upon the Effective Date.

5 Owner's Obligations

5.1 The Owner covenants with the Council, so as to bind the entirety of its interest in the Application Land, to comply with the restrictions, covenants and requirements set out in Schedule 3 ('Affordable Housing') of this Agreement.

5.2 The Owner covenants with the Council:

- (a) not to Commence unless and until it has served a Commencement Notice; and
- (b) not to encumber nor deal with the Application Land (or any part of it) in any manner pursuant to which the Owner may be prevented from carrying out its covenants and obligations contained in this Agreement.

6 Council's Obligations

6.1 The Council covenants with the Owner to observe and perform the obligations on its part contained in Schedule 4 to this Agreement.

7 Agreements and Declarations

7.1 Fees

- 7.1.1 The Owner covenants with the Council to pay on or before the Effective Date:
- (a) the Council's reasonable legal costs and expenses incurred in the preparation, negotiation and completion of this Agreement; and
 - (b) the Monitoring Fee.
- 7.2 **Lapse**
- 7.2.1 The obligations in this Agreement shall cease to have effect (insofar only as they have not already been complied with) if the Planning Permission is quashed, revoked or modified (without the consent of the Owner) or is withdrawn or expires prior to Commencement of the Development.
- 7.3 **Future Development**
- 7.3.1 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission) that is granted (whether or not on appeal) after the date of this Agreement.
- 7.4 **Statutory Undertakers**
- 7.4.1 This Agreement shall not be enforceable against any statutory undertakers (including their successors in title) that shall acquire an interest in the Application Land for the purpose of providing services to or for the Development or neighbouring developments.
- 7.5 **Release**
- 7.5.1 The Owner shall upon parting:
- (a) with its interest in any part of the Application Land be released from all obligations and duties under the terms of this Agreement insofar as they relate to, or are binding on, that part of the Application Land; and
 - (b) with the entirety of its interest in the Application Land be released from all liabilities whatsoever under the terms of this Agreement.
- 7.5.2 The releases provided for in this Clause shall not apply to any prior or existing breach of this Agreement as at the date of disposal.
- 7.6 **Right of access**
- 7.6.1 Without prejudice to the Council's statutory rights of entry, the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Application Land at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.
- 7.7 **No waiver**
- 7.7.1 No waiver (whether express or implied) by the Council of any breach of or default by the Owner in performing or observing any of the terms of or covenants, obligations or restrictions in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms, covenants, obligations or restrictions or from acting upon any subsequent breach or default in respect of any of them by the Owner.
- 7.8 **No Fetter on Discretion**

- 7.8.1 Nothing in this Agreement shall fetter or prejudice the Council's statutory rights, powers, discretions and responsibilities under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.9 **Severance**
- 7.9.1 Each clause, sub-clause, schedule or paragraph shall be separate, distinct and several from each other to the extent only that if any clause, sub-clause, schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause, schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, sub-clause, schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause, schedule or paragraph contained in this Deed.
- 7.10 **Indexation**
- 7.10.1 The amount of each Contribution and any other sum payable under this Agreement shall be Index Linked.
- 7.11 **Interest on unpaid monies**
- 7.11.1 If any Contribution or other sum due under this Agreement is paid after its Due Date, the Owner shall pay to the Council interest at the rate of four percent (4%) per annum above the base rate of the Bank of England for the time being in force on:
- (a) the sum of the Contribution due; or
 - (b) on any amount of that Contribution due.
- 7.11.2 Any interest payable pursuant to Clause 7.11.1 shall:
- (a) be calculated from the Due Date of the Contribution up to the date of actual payment of the Contribution (or the relevant part of it); and
 - (b) be deemed to be part of the Contribution or sum due to which such interest relates.
- 7.12 **Payments to the Council**
- 7.12.1 All Contributions and other sums due to the Council under the terms of this Agreement shall (unless otherwise notified in writing by the Council to the Owner) be paid to the Council by means of telegraphic transfer to the Council as follows:
- Reading Borough Council
- Sort Code: 30-91-31
- Account Number: 00271502
- Lloyds Bank plc 24 Broad Street Reading RG1 2BT
- Account: Reading Borough Council quoting reference: S106/241161/ 033651 or other reference quoted by the Council in the relevant S106 Demand Notice issued in respect of the obligation,

and the Council will not alter the account details without giving formal notice to such effect in accordance with Clause 7.12.

- 7.12.2 No Contribution or other sum required under this Agreement (or part of it) shall be paid to the Council earlier than eight (8) weeks before its Due Date.

7.13 Notice

- 7.13.1 Any notice or other written communication to be served by one Party upon another under the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered or recorded delivery post to the Party to be served at its address in accordance with this Clause.

- 7.13.2 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by a duly authorised signatory.

- 7.13.3 The address for any notice or other written communication is the address given for that Party in its definition in this Agreement, or such other address as has been notified in writing to the other Parties in accordance with this Clause.

7.14 Consents and Approvals

- 7.14.1 In this Agreement where the agreement, Approval, consent or any other expression of satisfaction is required from the Council that agreement, Approval, consent or any other expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

7.15 Dispute Resolution

- 7.15.1 In the event of any dispute arising between the Parties (which cannot be resolved by the Parties) in respect of this Agreement either Party may at any time require by notice in writing to the other Party an independent expert (the **Expert**) to resolve the dispute in accordance with the provisions of this Clause 7.15 and as follows:
- (a) in the case of a dispute regarding the interpretation or meaning of any provision in this Agreement to leading planning counsel to be agreed between the Parties, or failing agreement, to be appointed by the President for the time being of the Law Society;
 - (b) in the case of a dispute regarding physical works or other technical matters referred to in the Schedules to a member of the Institution of Civil Engineers to be agreed between the Parties, or failing agreement, to be appointed by the President for the time being of such Institution; or
 - (c) in the case of any other dispute regarding this Agreement to a member of the Royal Institution of Chartered Surveyors to be agreed between the Parties, or failing agreement, to be appointed by the President for the time being of such Institution.
- 7.15.2 The Expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant to this Clause.
- 7.15.3 The Expert shall be appointed within one (1) month of an application being made by one of the Parties pursuant to Clause 7.15.1.
- 7.15.4 The Expert shall be entitled to invite written representations from each of the Parties.
- 7.15.5 The Expert shall act as an expert and not as an arbitrator.

- 7.15.6 The costs of the dispute shall be payable by the Parties in such proportion as may be determined by the Expert and failing such determination to be borne in equal shares by the Parties.
- 7.15.7 The decision of the Expert shall be final and binding on the Parties save in the case of manifest and material error.
- 7.15.8 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practical timescales allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of his appointment to act.
- 7.15.9 Nothing in Clauses 7.15.1 – 7.15.8 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Agreement.

7.16 Future Section 73 and Section 73B Permission(s)

- 7.16.1 In the event that any new planning permission(s) in respect of the Development is or are granted pursuant to section 73 or section 73B of the 1990 Act (**Specified Future Permissions**) and unless otherwise agreed between the parties with effect from the date that the new planning permission is granted pursuant to sections 73 or 73B of the 1990 Act:

- (a) the obligations in this Agreement shall (in addition to continuing to bind the Application Land in respect of the Planning Permission) relate to and bind the Application Land in respect of development pursuant to that Specified Future Permission(s); and
- (b) the definitions of Application, Development and Planning Permission shall be construed to include reference to any application for that Specified Future Permission(s), the Specified Future Permission(s) granted pursuant to that application and the development permitted by that Specified Future Permission(s); and
- (c) this Agreement shall be endorsed with the following words in respect of that Specified Future Permission(s) (with the blank spaces completed with the reference number and date of issue of the relevant Specified Future Permission(s) and the relevant section number highlighted as appropriate):

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

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

7.17 Third Party Rights

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

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

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

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

7.18 Local Land Charge

- 7.18.1 This Agreement is and shall be registered as a local land charge by the Council.

- 7.18.2 Following the performance and full satisfaction of all the terms of this Agreement or if this Agreement is determined pursuant to Clause 7.2 the Council shall on the written request of the Owner cancel all entries made in the local land charges register in respect of this Agreement.

7.19 Change of Ownership

- 7.20 Save for any disposal to a statutory undertaker, the Owner shall provide the Council with written notice of any change in ownership of its interest in the Application Land before all the obligations under this Agreement have been discharged within ten (10) Working Days of any such change occurring PROVIDED THAT such written notice shall include details of the name and address of the current and new owner of such interest(s) together with details of that part of the Application Land to which each of their interests apply.

7.21 Jurisdiction

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

7.23 Warranty

- 7.23.1 The Owner warrants that:

- (a) it has full power to enter into this Agreement;
- (b) no person other than the Owner has any legal or equitable interest in the Application Land;
- (c) no consent is necessary to make this Agreement binding on the Application Land and any estates and interests therein;
- (d) the Lease does not permit the Leaseholder to Commence or carry out the Development; and
- (e) the Leaseholder has vacated the Application Land.

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

Schedule 1 - Plans and Drawings

Drawing number DN 3934/200 Rev A (Application Land)



Location Plan 1:1250

1:1250 scale Bar
This Drawing has been produced for printing onto A3 size paper,
If printing on any other size please use the scale bar below.

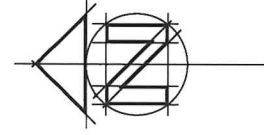


REV	COMMENTS	DATE

SHAUN.TANNER
ARCHITECTURE & PLANNING
www.shautanner.co.uk
studio@shautanner.co.uk 0118 989 0808

CLIENT Mr J. Talfourd-Cook
PROJECT Webb's Court, 8 Holmes Road,
Reading, RG6 7BH
DRAWING BLOCK AND LOCATION PLAN

STATUS planning
SCALE 1:500/1250 @ A3 DRAWN DN CHECKED NO 3934/200 REV A
DATE June 2024
THIS DRAWING MUST NOT BE SCALED AND IS SUITABLE FOR PLANNING PURPOSES. ALL DIMENSIONS ARE TO BE VERIFIED PRIOR TO SETTING OUT.
COORDINATE BASED ON PROJECTION OF BRITISH DATUM 1936. ANY DATA SUBJECT TO THE FOLLOWING TOLERANCES ONLY.



Block Plan 1:500

1:500 scale Bar
This Drawing has been produced for printing onto A3 size paper,
If printing on any other size please use the scale bar below.



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Schedule 2 – The Development

Conversion of existing Dance Studio premises to 1 x dwelling.

Schedule 3– Affordable Housing

1 Definitions

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

Benchmark Land Value means THREE HUNDRED AND TWENTY-FIVE THOUSAND POUNDS (£325,000.00).

Commuted Sum means the sum of THREE THOUSAND POUNDS (£3,000.00) to be used by the Council (if received) towards the provision of Affordable Housing within the Local Area.

Deferred Contribution means the sum calculated in accordance with the following formula:-

$$S \times 50\% = \text{Deferred Contribution (if any)}$$

Where:-

S = Surplus

Provided That:

- (a) where the above calculation results in a sum higher than the Deferred Contribution Cap, the Deferred Contribution shall be equal to the Deferred Contribution Cap as increased by Indexation; and
- (b) where a Deficit applies the Deferred Contribution shall be zero (£0).

Deficit means a sum equal to the Owner's Actual Profit less the Owner's Target Profit (as detailed in the Viability Appraisal) which sum can only be a negative figure which is zero pounds (£0) or less.

Deferred Contribution Cap means the sum of TWENTY-EIGHT THOUSAND TWO HUNDRED AND FIFTY POUNDS (£28,250.00).

Development Costs shall mean the aggregate costs expenses liabilities and other sums reasonably and properly incurred (or anticipated to be incurred) as at the Viability Review Trigger Date by or on behalf of the Owner in connection with the acquisition disposal construction marketing and management of the Development and which shall be set substantially in the form specified in the Appendix to this Schedule.

Dwelling means the dwelling authorised by the Planning Permission.

Gross Development Valuations means calculations of the Gross Development Value of the Development, provided by either:

- (a) carrying out a Red Book Valuation; or
- (b) by submission of a valuation (including supporting evidence and analysis) from no less than three independent estate agents (who are operating within the Local Area) of the Market Value of the Development and subject to the estate agents explicitly owing a duty of care to the Council PROVIDED ALWAYS that if the result of the three valuations differ the Gross Development Value shall be taken to be the average of the three valuations.

Gross Development Value means the Market Value of the Development.

Market Value means the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

Occupation means (as the context permits) beneficial occupation for the purposes permitted by the Planning Permission of any Building (or part of a Building) constructed on the Application Land within the Development PROVIDED THAT, for the avoidance of any doubt, occupation for the purposes of construction, fitting out and marketing shall not constitute Occupation (and Occupy, Occupied and Occupier shall be construed accordingly).

Open Book Basis means all sales lettings income and receipts together with architect certificates and independently verified cost schedules associated with the Development 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.

Owner's Actual Profit means the Gross Development Value less the Benchmark Land Value and the Development Costs as detailed in the Viability Appraisal.

Owner's Target Profit means a sum of money equal to seventeen percent (17%) of the Gross Development Value as detailed in the Viability Appraisal.

Red Book Valuation means a valuation carried out by a RICS registered surveyor following mandatory practice for RICS members undertaking valuation services contained in the up to date and most current edition of the Red Book and subject to the surveyor explicitly owing a duty of care to the Council.

Supporting Evidence means the evidence used to inform the Gross Development Valuations.

Surplus means a sum equal to the Owner's Actual Profit less the Owner's Target Profit (as detailed in the Viability Appraisal) which sum can only be a positive figure which is more than zero pounds (£0).

Viability Appraisal means the appraisal of the viability of the Development as a whole submitted to the Council within 10 working days of the Viability Review Trigger Date so that the Deferred Contribution may be paid if a Surplus is calculated in accordance with ~~Schedules 4 and 5~~. *This Schedule 3 N.D 19/5/26*

Viability Review Trigger Date means the date of Occupation of the Dwelling.

2 Commuted Sum

- 2.1 To pay the Commuted Sum to the Council in full on or before the Effective Date.

3 **Viability Appraisal**

3.1 The Owner covenants with the Council in relation to the Viability Appraisal as follows:

3.1.1 That the 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 Viability Appraisal shall be reasonably and properly attributable to the Development and be reasonably and properly incurred in each case.

3.1.2 That the Viability Appraisal shall be produced in the following form and using the figures as agreed in the Viability Appraisal submitted with the Application at Appendix 1 (HCA Development Appraisal Tool – Summary Output) for comparison and calculation of any Surplus:

<u>Actual & Forecast Totals</u>	Actual at Trigger Date £	Forecast agreed in HCA Development Appraisal Tool £
<u>REVENUE</u>		
Gross Development Value		£625,000.00
<u>Less COSTS</u>		
Benchmark Land Value		£325,000.00
Development Costs		
<u>TOTAL</u>		
Owner's Actual Profit/(deficit)		
Owner's Target Profit at 17% of Gross Development Value		£106,000.00
Surplus or (Deficit)		
Deferred Contribution		

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

4 **Viability Review**

4.1 No later than 10 working days after the Viability Review Trigger Date and no earlier than four (4) weeks before the Viability Review Trigger Date, to submit a Viability Appraisal and Supporting Evidence to the Council for Approval.

4.2 No later than twenty (20) Working Days after receipt of the Viability Appraisal and Supporting Evidence pursuant to Paragraph 4.1 above, the Council shall notify the Owner of any further information it reasonably requires in order to determine whether the Viability Appraisal can be Approved.

4.3 To provide any further information that is reasonably required by the Council pursuant to Paragraph 4.2 above no later than ten (10) Working Days following notification from the Council under Paragraph 4.2 above PROVIDED THAT this

process shall continue until the Council is satisfied that it has sufficient information properly to determine the Viability Appraisal

- 4.4 If the Council has not Approved the Viability Appraisal within ten (10) Working Days of the end of the periods referred to in ~~13~~ ^{7.4.3 NO 19/5/26} above the Viability Appraisal shall be deemed to be approved and any payment due shall be paid to the Council within 5 days of the date of deemed approval, PROVIDED THAT the Owner shall not be obliged to pay more than the Deferred Contribution Cap (Index Linked).
- 4.5 The Owner shall pay the Council's reasonable costs in the Approval of the Viability Appraisal within 10 Working Days of the Council's written notice of those costs.
- 4.6 For the avoidance of doubt, the Owner shall pay the costs of any property valuation obtained pursuant to this Agreement.

5 **Payment of the Deferred Contribution**

- 5.1 Once the Viability Appraisal is approved in writing by the Council pursuant to Paragraph ~~1~~ ⁴ above, the Owner shall pay the Deferred Contribution in accordance with this Paragraph ~~2~~ ^{5 NO 19/5/26}.
- 5.2 The Deferred Contribution shall be paid to the Council ^{4 NO 19/5/26} by the Owner within 5 days of any Approval or Deemed Approval under paragraph ~~4~~ above or prior to Occupation whichever is the earlier, PROVIDED THAT the Owner shall not be obliged to pay more than the Deferred Contribution Cap (Index Linked). In the event of late payment the Owner shall also be required to pay to the Council Interest in accordance with Clause 7.11 on the Deferred Contribution from the date on which the Deferred Contribution falls due to the date on which it is paid.
- 5.3 The Owner may at any time pay to the Council the Deferred Contribution Cap (Index Linked) together with notice to the Council to that effect and thereupon the obligations under ~~this Schedule 5~~ shall cease to apply.

[^]
Paragraphs 4 and 5 of this Schedule 3

NO 19/5/26

Appendix to Schedule 3

Webbs Court, 8 Holmes Road , Reading, RG6 7BH

Planning Application PL/24/1161

Nature of cost	Supplier	Total costs
Main Contractor		226,812.60
Outside works		20,175.00
Kitchen		26,844.00
Wood burner		3,610.43
Gates		6,640.68
Heat pump grant		(7,500.00)
Solar		12,700.00
Extras/Other		16,223.28
Total		<u>305,505.99</u>
Architects	STL Architecture	8,808.00
Floor plans	John Barton	800.00
Valuations	Haslams	480.00
Reports for Planning	Melin Energy	450.00
Reports for Planning	Noise Abatement Report	2,340.00
Boundary Survey	Thames Valley Geomatics	420.00
RBC	Planning Fee	648.00
Reports for Planning	Affordable Housing review fee	2,310.00
RBC	Building Control check	518.00
RBC	Building Control fee	777.00
RBC	Legal fee re affordable housing	1,750.00
RBC	Monitoring Fee x 2	900.00
Gas disconnect	SSE	1,271.55
Affordable Housing	Affordable Housing	3,000.00
Electricity Supply Move	SSE	468.43
Electricity Meter Move	British Gas	309.30
Total spend		<u>330,756.27</u>
Original cost		325,000.00
Total cost + spend		655,756.27
Developer share	@17%	111,478.57
Value		<u>767,234.84</u>
Approximate Valuations		625,000.00
		625,000.00
		625,000.00
Average		625,000.00
Super profit/(deficit)		(142,234.84)

Schedule 4 – Council's obligations

1 Definitions

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

Prescribed Period means the period commencing on the later of:

- (a) the Due Date; and
- (b) where payment of a Contribution is received by the Council after the Due Date, the date of actual receipt of the relevant payment,

and expiring at the end of ten (10) full financial years (ending 31 March) immediately following the end of either the financial year in which the Due Date falls in the case of (a) above or the financial year in which the actual payment is received by the in the case of (b) above.

2 Contributions

- 2.1 Not to use the Contributions (or any part of any of them) otherwise than for the purposes specified in this Agreement and for no other purposes unless otherwise agreed in writing by the Owner.

- 2.2 Following receipt of a written request from the person who paid the relevant Contribution, to re-pay to that person such Contribution (or part of that Contribution) which has not upon the expiration of the Prescribed Period been expended, committed, allocated and/or contracted to be expended together with interest on any balance then remaining unspent of the relevant Contribution (or part of that Contribution) at the Bank of England base rate for the time being in force such payment to be made within twenty-eight (28) days of receipt by the Council of the written request PROVIDED THAT:

- (a) any such written request for repayment must be made within six (6) months of the expiration of the Prescribed Period; and
- (b) the Council shall not be required to return any part of the Contribution if it does not receive such a request within six (6) months of expiration of the Prescribed Period.

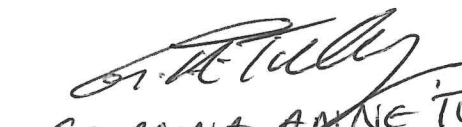
- 2.3 If a written request for repayment of any Contribution is not received as specified in paragraph 2.2 above, any remaining Contribution (or part of the Contribution) including any interest on any balance then held by the Council shall be used by the Council for any other purpose identified for any other Contribution in this Agreement or for the benefit of the Local Area in the vicinity of the Development.

Execution Page

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

Authorised Signatory

Minute	See ODN
Originator	ND
Seal No.	161/26
Checked	GAT


GEORGINA ANNE TULLY
(SOLICITOR: READING BOROUGH
COUNCIL
LEGAL SERVICE

Signed as a Deed by)
JAMES ANDREW TALFOURD-)
COOK)

sign here:

James Andrew Talfourd-Cook

print name: JAMES ANDREW TALFOURD - COOK

In the presence of:

Witness signature:

Witness sign here:

Witness name:

print name: ANDREW MILES HOOPER

Witness address:

34 VICARAGE WOOD WAY
TILFORD
READING
RG31 6ZX

Witness occupation:

COMPANY DIRECTOR