

**AVIVA LIFE AND PENSIONS UK LIMITED**

**VASTERN COURT, READING**

**DRAFT S106 HEADS OF TERMS**

**1. PARTIES:**

- 1.1. Aviva Life and Pensions UK Limited (as Owner)
- 1.2. Reading Borough Council (as Local Planning Authority)

**2. AFFORDABLE HOUSING**

- 2.1. 0% affordable housing to be provided in line with viability assessment.
- 2.2. Owner to submit and agree updated viability assessment before [Commencement of Phase 3]. Any affordable housing to be provided on site save where the viability assessment gives rise to a fraction of a unit where this fraction can be paid by way of contribution.
- 2.3. Save for any intermediate build to rent affordable housing (which the Owner may elect to manage), all affordable housing to be disposed of to a Registered Provider.
- 2.4. Standard carveout from affordable obligations for mortgagees, charges or receivers of affordable housing units subject to 3 months marketing of affordable dwellings.
- 2.5. In the event the Development contains 'build to rent' accommodation and any 'build to rent' units cease to qualify as 'build to rent' units, the Owner shall undertake a further viability review to determine whether due to the change in tenure of units, a surplus is generated. In the event a surplus is generated a contribution to off-site affordable housing will be payable.

**3. HIGHWAY WORKS**

- 3.1. Owner to enter into a S278 Agreement for Highway Works (works currently TBC).
- 3.2. Owner to submit a schedule for delivery of proposed highway works which shall relate proposed works to phases of the development.
- 3.3. Owner to complete works in accordance with approved schedule.

**4. PUBLIC REALM WORKS**

- 4.1. Detail of Public Realm to be submitted under RMAs. Owner to delivery public realm in accordance with approved Phasing Plans prior to occupation of the Phase to which the Public Realm relates.
- 4.2. Standard provisions allowing closure for maintenance and to prevent public realm becoming highway by long user.

**5. FOOTPATH/ CYCLEWAY ENHANCEMENTS ON VASTERN ROAD/ CAVERSHAM ROAD**

- 5.1. To safeguard the land potentially required for RBC's footpath and cycleway improvements from development (area of land to be defined by a plan) and if required transfer this area of land to RBC free of charge.

**6. CAR PARKING, RESTRICTIONS ON PARKING PERMITS, PROVISION OF CAR CLUB SPACES**

- 6.1. 10% EV charging to be dealt with by way of planning condition.
- 6.2. S106 to contain prohibition on application of car parking permits.
- 6.3. Owner to submit and have approved Car Club Strategy before occupation of the first Phase containing residential accommodation.
- 6.4. Owner to provide car club spaces in accordance with Car Club Strategy.

**7. TRAVEL PLAN AND MONITORING**

- 7.1. Owner to appoint travel plan coordinator before occupation of development.
- 7.2. Owner to submit and have approved travel plan before occupation of first phase.
- 7.3. Owner to update travel plan before occupation of each phase.
- 7.4. Owner to monitor travel plan for 5 years.

**8. LOCAL EMPLOYMENT AND TRAINING**

- 8.1. Owner to either prepare and submit Construction Employment and Skills Plan or pay Employment and Skills Contribution.
- 8.2. If the Owner elects to pay the Employment and Skills Contribution, the Owner shall pay the Employment and Skills Contribution relating to that phase before Commencement of the relevant phase.