

Dated 29<sup>th</sup> March 2023

**HPUT A Limited and HPUT B Limited in their capacity as nominees for and on behalf of Natwest Trustee Depository Services Limited as trustee and depository (and not otherwise) of Federated Hermes Property Unit Trust**

and

**Reading Borough Council**

**Agreement**

in respect of land at 80 Caversham Road, Reading, RG1 8JG pursuant to Section 106 of the Town and Country Planning Act 1990 (and all other enabling powers) (planning application reference number 182252/OUT)

We hereby Certify that this is a true and accurate copy of the original document

*Clyde & Co LLP*  
.....  
Clyde & Co LLP, The St Botolph Building,  
138 Houndsditch, London EC3A 7AR

*6/4/23*  
.....  
Date

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## Agreement

Dated 29<sup>th</sup> March 2023

### Between:

- (1) **HPUT A Limited** (company registration number 09389098) and **HPUT B Limited** (company registration number 09389118) both of 250 Bishopsgate, London, EC2M 4AA in their capacity as nominees for and on behalf of Natwest Trustee and Depositary Services Limited as trustee and depositary (and not otherwise) of Federated Hermes Property Unit Trust (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 Local Area 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 number BK222369 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.
- (C) On 3 April 2019 the Application was validated by the Council.
- (D) On 30 March 2022, the Council's Planning Applications Committee (having regard to the development plan and to all other material considerations) resolved to grant the Planning Permission subject to the Owner entering into planning obligations in the form of this Agreement.
- (E) The Parties have agreed to enter into this Agreement pursuant to the resolution referred to at Recital (D) above.
- (F) 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:

**1980 Act** means the Highways Act 1980;

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

**Additional Affordable Housing Units** means the additional units of Affordable Housing to be provided in accordance with the Affordable Housing Notice as Approved by the Council;

**Adoptable Standard** means a standard of layout and construction which is sufficient to enable adoption as highway maintainable at public expense by the Council in its capacity as highway authority;

**Affordable Housing** means housing accommodation to be provided with some degree of financial subsidy enabling it to be delivered for sale or rent at a price or on rent terms which are lower than the prevailing open market for similar housing within the Local Area and to be managed and or owned by a Registered Provider or Housing Association for the benefit of Eligible Persons;

**Affordable Housing Contribution** means an amount equal to fifty percent (50%) of the gross development value of the relevant Affordable Housing Units as detailed in the Affordable Housing Valuation Approved by the Council pursuant to paragraph 1.10 of Schedule 12 or as determined by an Expert pursuant to Clause 7.15 of this Agreement to be used by the Council (if received) towards the provision of Affordable Housing within the Local Area;

**Affordable Housing Mix** means a tenure mix comprising:

- (a) the Reading Affordable Rented Units; and
- (b) the Shared Ownership Units,

or such other tenure mix as may be Approved by the Council;

**Affordable Housing Notice** means a notice to be served by the Owner on the Council that shall include the following information:

- (a) details of the quantum, size, tenure and proposed location of the Additional Affordable Housing Units;
- (b) a programme for the Practical Completion of the Additional Affordable Housing Units;
- (c) proposals for the Transfer of the Additional Affordable Housing Units to a Housing Association or a Registered Provider (if applicable); and
- (d) the quantum of any Deferred Contribution that is proposed to be paid PROVIDED THAT the Deferred Contribution shall be no more than fifty percent (50%) of the Surplus (unless otherwise Approved by the Council) and shall not exceed the Deferred Contribution Cap;

**Affordable Housing Price** means the price which an independent valuer (procured by the Owner at the Owner's expense and Approved by the Council) considers a Housing Association or Registered Provider will or is reasonably likely to pay to acquire the Affordable Housing Units on the terms and conditions set out in this Agreement;

**Affordable Housing Units** means a total of ninety-eight (98) units of Affordable Housing (which equates to fifteen point eight one percent (15.81%) of the total number of Residential Units);

**Affordable Housing Valuation** means, in respect of the relevant Affordable Housing Units, an independent valuation provided to the Council (procured by the Owner at its own expense) detailing the valuation of the relevant Affordable Housing Units for the purposes of determining the quantum of the Affordable Housing Contribution;



**Agreement** means this deed of agreement;

**Application** means the application for the Planning Permission and given the reference number 182252/OUT;

**Application Land** means 80 Caversham Road, Reading, RG1 8JG being land against which this Agreement may be enforced and as shown edged in orange on drawing number A11113 C 2002 Rev P2 (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 dealing with and/or 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;

**Aviva** means Aviva Life & Pensions UK Limited (company registration number 03253947) (being the freehold owner of the Aviva Land) including their successors in title to the Aviva Land and those deriving title from them;

**Aviva Agreement** means the deed of agreement relating to the Aviva Application dated 30 November 2022 entered into between: (i) Aviva; and (ii) the Council in respect of the Aviva Application pursuant to section 106 of the 1990 Act, which binds the Aviva Land and requires (amongst other things) practical completion of a Shared Access Road on the terms set out in that deed;

**Aviva Application** means the planning application submitted, on behalf of Aviva, to the Council in respect of the Aviva Development and allocated reference number 200328;

**Aviva Development** means the development authorised by the Aviva Permission which grants planning permission for (among other details) Shared Access Road A (Part 1);

**Aviva Land** means land at Vastern Court, Caversham Road, Reading as shown outlined in red on drawing number 17043 P0-000 P1, a copy of which is at Schedule 1 to this Agreement;

**Aviva Permission** means a planning permission granted pursuant to the Aviva Application;

**Benchmark Land Value** means fourteen million eight hundred thousand pounds (£14,800,000);

**Building G** means that part of the Development comprising building G as shown edged in magenta and labelled 'Block G' on drawing number A11113 C 2 100 P20, a copy of which is appended at Schedule 1 to this Agreement;

**Building H** means that part of the Development comprising building H as shown edged in orange and labelled 'Block H' on drawing number A11113 C 2 100 P20 a copy of which is appended at Schedule 1 to this Agreement;

**Building** means (as the context permits) any building that comprises part of the Development including, for the avoidance of any doubt, Building G and/or Building H and **Buildings** shall be construed accordingly;

**Build Costs** mean the costs, expenses and other sums reasonably and properly incurred by the Owner in connection with the acquisition, disposal, construction, marketing and management of the Development including without limitation the following:

- (a) all reasonable and relevant construction costs (to include any site remediation, demolition, stripping out and site clearance works;
- (b) stamp duty land tax and land registry fees;
- (c) the cost of obtaining 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;
- (d) any Community Infrastructure Levy (excluding, for the avoidance of any doubt, any surcharges and/or late payment interest) that is payable;
- (e) the sums paid to the Council pursuant to this Agreement (including legal fees incurred in connection with this Agreement) other than the Deferred Contribution;
- (f) Finance Costs;
- (g) a construction risk allowance not exceeding five percent (5%) of the construction costs as set out in a detailed cost plan produced by the Owner (in respect of the First Viability Review (Option 1) and the First Viability Review (Option 2) (as the case may be) only);
- (h) any reasonable costs (commensurate with prevailing rates) relating to the sale, lease or other disposal of the Development (including structural warranties) and all legal, surveyors and other professional fees, agency fees, advertising, marketing, promotional expenses and other costs in connection with any of the items referred to in this definition; and
- (i) the fees of all professional consultants appointed in relation to the Development;

as at the Relevant Date PROVIDED THAT:

- (i) where contracts have been let and/or expenditure committed or incurred with unconnected third parties on an arm's length basis such costs shall represent actual agreed tender prices or expenditure committed or incurred but where the final costs under any such contracts are not known then such final costs shall represent a reasonable estimate of such final costs;
- (ii) where contracts have been let and/or expenditure committed or incurred with connected third parties or otherwise than on an arm's length basis then such costs shall represent reasonable estimates on the assumption that they are procured from unconnected third parties and on an arm's length basis;
- (iii) where contracts have not been let and/or other items of expenditure have not yet been committed or incurred then such

costs shall represent reasonable estimates on the assumption that they are procured from unconnected third parties on an arm's length basis; and

- (iv) no items shall be counted more than once;

**Build to Rent** has the meaning given to it in Annex 2 of the National Planning Policy Framework (July 2021);

**Build to Rent Clawback Contribution** means the sum that is payable in accordance with the following formula:

$X = \text{Build to Rent Clawback Contribution}$

where

$X = (D - E) \times \text{fifty percent (50\%)}$

D = the Market Value of the relevant Build to Rent Unit(s) to be valued on the assumption that each such Build to Rent Unit is to be sold free of the restrictions in this Agreement

E = the Build to Rent Clawback Valuation for the relevant Build to Rent Unit(s) as Approved by the Council;

**Build to Rent Clawback Valuation** means an independent valuation provided to the Council (procured by the Owner at its own expense) detailing the valuation of each Build to Rent Unit(s) that is subject to a Build to Rent Clawback Disposal and on the basis of the restrictions set out in this Agreement;

**Build to Rent Clawback Disposal** means

- (a) the freehold sale of one (1) or more Build to Rent Unit; or
- (b) the grant or assignment of a leasehold interest in one (1) or more Build to Rent Unit,

during the Covenant Period PROVIDED THAT, for the avoidance of any doubt, this excludes:

- (i) the grant of an assured shorthold tenancy agreement or the short-term letting of any individual Build to Rent Unit in accordance with the Build to Rent Management Scheme as Approved by the Council pursuant to Schedule 16; and
- (ii) any freehold sale or grant or assignment of a long leasehold interest in all of the Build to Rent Units in a Phase to a Build to Rent operator or investor for Build to Rent purposes;

**Build to Rent Housing** means Build to Rent housing that is made available for private rent in accordance with the Build to Rent Management Scheme as Approved by the Council and in accordance with the provisions of Schedule 16;

**Build to Rent Management Scheme** means a scheme setting out management, maintenance and letting principles for the Build to Rent Units which shall incorporate the following requirements as a minimum:

- (a) each Build to Rent Unit shall be self-contained and let separately for private residential use;
- (b) each lease of each Build to Rent Unit shall be offered at a minimum term of three (3) years PROVIDED THAT prospective tenants shall not be compelled to take up a three (3) year tenancy and may occupy under a shorter term;
- (c) each lease of each Build to Rent Unit shall contain a break clause allowing the tenant to end the lease with a month's notice any time after the first six (6) months of the tenancy without requiring payment of a fee;
- (d) all rent increases within the term of a lease shall be calculated by reference to an index which shall be made clear to the tenant before the start of each tenancy;
- (e) the Build to Rent Units in each Phase shall be in unified ownership and managed as a whole by a single professional property manager which is a member of a recognised ombudsman scheme and has a complaints procedure in place for residents and a prompt issue resolution system;
- (f) the quality of housing management shall be consistent and high quality and shall include on-site management with some daily on-site presence as a minimum;
- (g) the maintenance and repair of the Build to Rent Units and associated communal areas shall be consistent and high quality; and
- (h) a commitment to provide high-quality rental arrangements, through meeting the Council's voluntary Rent with Confidence Standards or other equivalent measures;

**Build to Rent Notice** means, in respect of each Residential Reserved Matters Application, a written notice that includes the following information:

- (a) details of those Residential Units that are proposed to be Built to Rent Units or confirmation that no Residential Units are proposed to be Built to Rent Units; and
- (b) details (including a plan) of any communal amenity facilities that are proposed to be provided for residents of the Build to Rent Units;

**Build to Rent Units** means those Residential Units to be provided as Build to Rent Housing pursuant to (and in accordance with) Schedule 16 and Build to Rent Unit shall be construed accordingly PROVIDED THAT, for the avoidance of any doubt, an individual Residential Unit that is let by the freehold or long leasehold owner in a private capacity not operating as part of the Build to Rent Management Scheme, as Approved by the Council, shall not constitute a Build to Rent Unit;

**Car Club** means a car sharing scheme operated by a company community group or not-for-profit organisation that is accredited by CoMoUK (or an equivalent accredited body as may be Approved by the Council) which Occupiers of the Development and members of the public may join and which makes cars available to hire for members;

**Car Club Cars** means vehicles operated by the Car Club;

**Car Club Spaces** means a minimum of two (2) parking spaces for the exclusive use of a Car Club to be provided by the Owner on the Application Land as shown shaded green on drawing number A11113C2040 Rev P4, a copy of which is appended at Schedule 1 to this Agreement (or in such other location on the Application Land as is agreed in writing between the Owner and the Council) in accordance with the Car Club Strategy;

**Car Club Strategy** means a strategy setting out the following details:

- (a) the proposed timescales/phasing for delivery of the Car Club Spaces;
- (b) the operator of the Car Club;
- (c) proposals for the provision of the Car Club Spaces;
- (d) the proposed location of the Car Club Spaces;
- (e) a commitment to ensure that the Car Club Spaces shall be used for the purposes of parking Car Club Cars and no other purpose;
- (f) proposals to mark the Car Club Spaces for 'Car Club Use Only';
- (g) proposals for the future maintenance of the Car Club Spaces in good and substantial repair;
- (h) how the Car Club will be marketed to Occupiers of the Residential Units and members of the public;
- (i) the number, location and timescales for delivery of the rapid electrical charging facilities for use in connection with the Car Club;
- (j) confirmation that the strategy will be funded by the Owner for a minimum period of five (5) years from Occupation; and
- (k) a commitment to ensure that any first Occupier of each Residential Unit within the first six (6) months from Occupation of that Residential Unit should be offered free or discounted membership of the Car Club for a minimum period of six (6) months;

**CCTV Scheme** means a scheme for the provision of closed-circuit television installed and operated at the Owner's own reasonable cost and expense that:

- (a) accords with the reasonable requirements of the Council and Thames Valley Police for such a system;
- (b) is compatible with the CCTV system used by Thames Valley Police and the Council;
- (c) is linked into the CCTV system operating in the central area of Reading town centre;
- (d) provides for connection to and control by the Council's town centre CCTV system (which itself is controllable by the Council and Thames Valley Police); and
- (e) ensures that, once installed and operational, the CCTV system is retained and maintained in proper working order in perpetuity in accordance with the details that are Approved by the Council;

**CIL Regulations** means the Community Infrastructure Levy Regulations 2010 (as amended);

**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 for the avoidance of any doubt) 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 of a Phase;

**Commercial Unit** means any non-residential uses within the Development including any non-residential car parking space;

**Community Centre Use** means use as a community centre within use class D1 of the UCO or such other use for the benefit of the wider community as may be Approved by the Council from time to time;

**Community Centre Area** means that part of Building H as shown shaded orange and marked 'Community Centre' on drawing number A11113 C 2 100 P20, a copy of which can be found at Schedule 1 to this Agreement;

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

**Community Purposes** means use by the public for community purposes including use by individuals, community groups, school groups and/or local businesses that are based in the Local Area (which are not Occupiers of the Development) or such other community purpose as may be Approved by the Council;

**Construction ESP** means the ESP to be Approved by the Council in respect of each Phase which incorporates the Employment and Skills Measures and accords with the construction phase provisions of the Employment Skills and Training SPD;

**Construction ESP Contribution** means, in respect of each Phase, a commuted sum Index Linked calculated using the following formula as set out in the Employment Skills and Training SPD:

Two thousand five hundred pounds (£2,500) x Gross Internal Area of the relevant Phase (m<sup>2</sup>)/1000m<sup>2</sup>

to be paid to the Council (if so elected by the Owner in accordance with Schedule 7) and applied by its Partner Organisation towards the Employment and Skills Measures insofar as they relate to the construction of that Phase;

**Co-operation Agreement** means an agreement entered into between the Owner and Aviva in relation to the delivery of Shared Access Road A (Part 1) on the Aviva Land setting out the commercial terms relating to delivery and the ongoing maintenance and use of Shared Access Road A (Part 1);

**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;

**Covenant Period** means in relation to each Phase of the Development which comprises in whole or in part Build to Rent Housing the period of twenty (20) years commencing on the later of:

- (a) the date of Occupation of any Build to Rent Unit(s) in that Phase; and
- (b) the date on which all the Build to Rent Units in that Phase are available for Occupation;

**Deemed Disposal** means a deemed transfer of the freehold interest or grant of a leasehold interest in a Residential Unit, Commercial Unit or other revenue-generating interests within the Development at Market Value where the Owner does not dispose of the unit or element in question but lets it out or otherwise permits Occupation of it at the Relevant Date;

**Default Notice** means a written notice from Aviva or the Council to the Owner that includes the following information:

- (a) details of the default of the Owner of its covenants in sub-Paragraphs 1.1.(a) or (b) of Schedule 17 being:
  - (i) any failure to commence and/or continue (having commenced) to construct Shared Access Road B; and/or
  - (ii) any failure to Practically Complete Shared Access Road B such that it is available for use in accordance with this Agreement; and
- (b) the steps that are reasonably considered necessary in order to rectify the non-compliance; and
- (c) a reasonable period for carrying out the steps identified at (b) above;

**Deferred Contribution** means:

- (a) in respect of the First Viability Review that part of the Surplus to be paid by the Owner (in addition to the provision of Additional Affordable Housing Units by the Owner) and to be used by the Council (if received) towards the provision of Affordable Housing within the Local Area; and
- (b) in respect of the Second Viability Review, the remaining part of the Surplus to be paid by the Owner and to be used by the Council (if received) towards the provision of Affordable Housing within the Local Area

subject always to the Deferred Contribution Cap;

**Deferred Contribution Cap** means the sum, which shall be calculated and set out in accordance with the relevant Updated Viability Appraisal such sum being the equivalent of the cost of providing thirty percent (30%) Affordable Housing as part of the Development (including, for the avoidance of any doubt, the Affordable Housing Units and any Affordable Housing Contribution that is paid pursuant to this Deed) in accordance with policy H3 of the Reading Borough Local Plan as adopted by the Council in November 2019;



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

**Disposal Schedule** means a schedule setting out:

- (a) the actual capital or expected capitalised receipts achieved in respect of the Residential Units, Commercial Units and other revenue-generating elements of the Development that have been sold as at the Relevant Date; or
- (b) the independently estimated Market Value of any Residential Unit, Commercial Units and other revenue-generating elements of the Development that are yet to be sold,

in each case clearly identifying the value of discounts, incentives or allowances allowed by the Owner in respect of each such Residential Unit, Commercial Unit and other revenue-generating elements of the Development (as the case may be) together with a schedule setting out all rental income generated from the Development either as interim total amounts prior to lettings or actual Commercial Unit rents receivable or estimated rents receivable capitalised using an appropriate commercial all-risks yield rate;

**Due Date** means the date when a Contribution (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;

**Eligible Person** means a person or households in Housing Need and/or unable to afford housing on the open market at prevailing open market values including those on incomes which are insufficient to enable them to afford housing on the open market and who are nominated by the Council from its housing needs register in accordance with the Council's allocation policy;

**Employment and Skills Measures** means a reasonable range of employment skills and training measures to be developed by the Council and the Partner Organisation to mitigate the impacts of the Development by ensuring that Local Labour have better access to employment opportunities available at the construction and end user stages of the Development in accordance with the Employment Skills and Training SPD;

**Employment Skills and Training SPD** means the Employment Skills and Training Supplementary Planning Document as adopted by the Council on 15 April 2013;

**End User** means an Occupier of a Commercial Unit;

**End User ESP** means the ESP to be Approved by the Council in respect of the Occupation of each Phase which incorporates the Employment and Skills Measures and accords with the end-user phase provisions of the Employment Skills and Training SPD;

**End User ESP Contribution** means, in respect of each Phase, a commuted sum Index Linked calculated using the following formula in the Employment Skills and Training SPD:

$$\frac{\text{Gross Internal Area of relevant Non-Residential Floorspace (m}^2\text{)}}{\text{average employee density for development type}} \times \text{target percentage of}$$



jobs filled by Reading residents (50%) x percentage without level 2 skills (30%) x one thousand five hundred pounds (£1,500),

to be paid to the Council (if so elected in accordance with Schedule 7) and applied by its Partner Organisation towards the Employment and Skills Measures insofar as they relate to the Occupation of that Phase by an End User(s) PROVIDED THAT for the avoidance of any doubt any predicted employee numbers used in the calculation of the End User ESP Contribution shall include those involved in the day to day operation of all office floorspace;

**ESP** means an employment and skills plan that:

- (a) identifies and promotes in collaboration with the Partner Organisation (or any other organisation as the Council may nominate) employment opportunities generated in relation to:
  - (i) the construction of the relevant Phase; or
  - (ii) the subsequent Occupation by the Owner or the relevant Non-Residential Lessee of the relevant Non-Residential Floorspace comprised in the relevant Phase;
- (b) targets Local Labour in relation to:
  - (i) in the case of any Construction ESP, the construction of the relevant Phase; or
  - (ii) in the case of any End User ESP, the subsequent Occupation by End Users of the relevant Non-Residential Floorspace comprised in the relevant Phase;
- (c) identifies the means of, and the timetable for, implementing and/or seeking to achieve the identified objectives of the relevant ESP; and
- (d) establishes the reporting mechanisms on the progress in implementing and/or achieving the objectives of the relevant ESP PROVIDED THAT all such reports must be submitted to the Council on no less than a six (6) monthly basis;

**ESP Monitoring Fees** means:

- (a) the sum of twenty-five pounds (£25.00) for each agreed Training Output in respect of any Construction ESP that is Approved by the Council, to be used by the Council towards the monitoring and co-ordinating of that Construction ESP; and
- (b) the sum of fifteen pounds (£15.00) for each agreed Training Output in respect of any End User ESP that is Approved by the Council, to be used by the Council towards the monitoring and co-ordinating of that End User ESP;

**Finance Costs** means reasonable, competitive, market-based finance costs and interest paid on loans or other monies to finance or fund the Development;

**First Trigger Date** means the date that is twenty-four (24) months after (but excluding the date of) the Planning Permission;

**First Viability Review (Option 1)** means the viability review to be carried out pursuant to paragraph 2 of Schedule 13;

**First Viability Review (Option 2)** means the viability review to be carried out pursuant to paragraph 3 of Schedule 13 in the event that Implementation does not occur by the First Trigger Date;

**Gross Development Value** means the aggregate of the following:

- (a) the consideration received on the Transfer of each of the Residential Units (if any);
- (b) in the case of any Residential Unit that has not been Transferred at the Relevant Date, the estimated Market Value of each such Residential Unit;
- (c) the Market Value of the Non-Residential Floorspace;
- (d) the Market Value of the Build to Rent Units assessed as part of the Updated Viability Appraisal as approved pursuant to this Deed;
- (e) the consideration received on each Transfer or Disposal of the Commercial Units and/or other revenue-generating elements of the Development (as the case may be);
- (f) in respect of the Transfer or Disposal of the Residential Units, Commercial Units and other revenue-generating elements of the Development by way of a part exchange or by way of a swap, the full value of the unit Transferred or Disposed without deduction for the property taken in part exchange;
- (g) in respect of the Transfer or Disposal of a Residential Unit by way of a shared equity scheme, the full amount of the premium payable together with the up to date Market Value of any residual interest of the Owner in such Residential Unit;
- (h) any other income received by the Owner from any uses within the Development;
- (i) all non-repayable sums secured from or through third parties in relation to the Development including (without limitation) government relief, grants, incentives, public subsidy and/ or tax opportunities;
- (j) the value of any overage or other performance-related payment attributable to any Transfer or Disposal;
- (k) all other actual sale proceeds, capital payments and receipts paid to, or received by, the Owner (or by others on its behalf) after the date of this Agreement in respect of any Transfer, Disposal and Deemed Disposal; and
- (l) any compensation, damages, interest or other payment or sum of whatever nature not otherwise provided for in this definition received by or, on behalf (or as agent) of, the Owner (or a third party on its behalf) for any purpose whatsoever in respect of the Development;

as at the Relevant Date 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;

**Gross Internal Area** means in relation to any stipulated area of/within any Building comprised in the Development that area's gross internal area measured in accordance with the definition of 'gross internal area' in the Code of Measuring Practice (Sixth Edition) published by the Royal Institution of Chartered Surveyors and the Incorporated Society of Valuers and Auctioneers;

**Health Centre Use** means use as a health centre within use class D1 of the UCO or such other use for the benefit of the wider community as may be Approved by the Council from time to time;

**Health Centre Area** means that part of Building G as shown coloured pink orange and labelled 'Health Centre' on drawing number A11113 C 2 100 P20, a copy of which can be found at Schedule 1 to this Agreement;

**Highway Agreement** means an agreement entered into pursuant to all powers enabling and in particular pursuant to any one or more of sections 38, 72, 184 and 278 of the 1980 Act to provide for and regulate the carrying out of the Highway Works and the agreement shall include but not be limited to:

- (a) the securing of a bond (or provision of alternative security) in such amount to be agreed between the Parties acting reasonably, to ensure that third party funds, are available to complete the Highway Works to the reasonable satisfaction of the Council;
- (b) the payment of the Council's reasonable and proper works inspection fees, maintenance fees, special orders fees, supervision fees and any other such fees as the Council shall reasonably require to the extent the same relate to the Highway Works;
- (c) the payment of any commuted sums reasonably required in respect of the cost to the Council of maintaining the Highway Works;
- (d) payment of the Council's reasonable and proper legal and other fees associated with the drafting negotiating and completion of the Highway Agreement;
- (e) the preparation and advance approval of works drawings and traffic management measures in respect of the Highway Works;
- (f) the certification and maintenance of the Highway Works;
- (g) the regulating of the issue of the appropriate works and access licence to enable the Highway Works to be carried out by or on behalf of the Owner;
- (i) the securing of a bond (or provision of alternative security including for the avoidance of doubt an indemnity) relating to claims under the Land Compensation Act 1973 and Noise Insulation Regulations 1975 (as amended by the Noise Insulation (Amendment) Regulations 1988 (S11988/2000)) in respect of the Highway Works and any other indemnity and bonds for liability issues related to the Highway Works as the Council shall reasonably require;
- (j) clauses dealing with (if relevant) dedication as highway of any land the subject of the Highway Works which is not already highway and the

adoption of the highway by the Council; and

- (k) the standards, procedures and timings for carrying out the Highway Works;

**Highway Works** means the upgrade of the signalized pedestrian crossing located on Caversham Road adjacent to the Application Land (south of Northfield Road) to a toucan crossing as shown on drawing number 23061101-SDG-HGN-100-DR-D-00108-Rev P4 as well as improvements to pedestrian routes, installation of tiger crossings, resurfacing of the footway landscaping and general public realm improvements as shown on drawing numbers 23061101-SDG-HGN-100-DR-D-00109-Rev P2 and A11113C2061 Rev P1, a copy of each of which is appended at Schedule 1 to this Agreement along with associated hard and soft landscaping works within the Landscaping Area;

**Homes England** means Homes England (including any successor organisation);

**Housing Association** means a housing association within the meaning of section 1 of the Housing Associations Act 1985;

**Housing Need** means, in respect of a person or persons, a housing need because their income is insufficient to enable them to rent or buy housing available in the Local Area on the open market determined with regard to local incomes and local house prices;

**Implement** means the carrying out of a material operation pursuant to section 56 of the 1990 Act and **Implemented** and **Implementation** shall be construed accordingly;

**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 date on which that Contribution or sum is payable or triggered as set out in this Agreement;

**Landscaping Area** means that area (being existing adopted public highway) that is shown hatched blue on drawing number A11113C2060 Rev P5 a copy of which is appended at Schedule 1 to this Agreement;

**Landscaping Works** means that part of the Highway Works to be carried out in the Landscaping Area;

**Legal Challenge** means all or any of (i) application for judicial review under part 54 of the Civil Procedure Rules 1998 (as amended) and/or (ii) an application pursuant to section 288 of the 1990 Act in both cases including any appeals to a higher court following a judgement of a lower court;

**Licence** means a licence granted by the Council pursuant to (amongst other statutory powers) section 142 of the 1980 Act (or other such mechanism as the Parties may agree in writing) to authorise the carrying out, completion and subsequent maintenance of the Landscaping Works and for the

avoidance of doubt the Licence may be contained within the Highways Agreement;

**Local Area** means the Council's administrative area;

**Local Labour** means workers living within the Local Area or within a radius of sixteen (16) kilometres from the boundary of the Local Area;

**Marketing** means advertisement of and promotion of (where the context so admits):

- (a) land comprised in the Application Land; and/or
- (b) Buildings or parts of Buildings comprised in the Development in such locations and at such a price as would be appropriate and consistent with open market value and otherwise suitably exposed to the market to ensure that the potential occupiers/purchasers could be reasonably expected to be aware of the opportunity

and **Market** shall be construed accordingly;

**Market Units** means a Residential Unit that is not an Affordable Housing Unit;

**Market Rent** means the estimated amount for which under the terms of this Agreement a property should lease (let) (unconditionally for cash consideration) by private treaty on the date of valuation between a willing lessor and a willing lessee in an arm's-length transaction (after proper Marketing) in which the parties had each acted knowledgeably prudently in full knowledge of this Agreement and without compulsion on the following principal lease terms:

- (a) with vacant possession;
- (b) free from encumbrances;
- (c) 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;
- (d) that no account is taken of any additional bid by a prospective purchaser with a special interest;

**Market Value** means the estimated amount for which an interest in real property should be leased or sold (as the case may be) on the valuation date:

- (a) between a willing lessor/seller and a willing lessee/buyer on appropriate terms in an arm's length transaction;
- (b) after proper Marketing for a reasonable period; and
- (c) where the parties had each acted knowledgeably, prudently and without compulsion;

**Monitoring Fee** means the sum of five thousand pounds (£5,000) 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;

**Non-Residential Floorspace** means any floorspace comprised in the Development that is not residential floorspace or ancillary to such residential floorspace;

**Non-Residential Lease** means any occupational lease granted by the Owner to a Non-Residential Lessee in respect of any Non-Residential Floorspace;

**Non-Residential Lessee** means any lessee of a Non-Residential Lease who is to Occupy the relevant Non-Residential Floorspace pursuant to that Non-Residential Lease;

**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);

**Owner's Profit** means a sum of money equal to twenty percent (20%) of the estimated Gross Development Value;

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

**Partner Organisation** means the economic development company Reading UK CIC (Co. Registration No. 5671172) mandated by the Council and the Reading 2021 Local Strategic Partnership to lead on economic development (Memorandum of Understanding dated 5 February 2008) whose registered office is at 5th Floor, Thames Tower, Station Road, Reading, Berkshire, England, RG1 1LX or any successor or similar organisation or organisations having similar objectives to Reading UK CIC and nominated by the Council in writing to the Owner (or nominated in writing by the Owner to the Council and Approved by the Council) from time to time as the partner organisation for the purposes of an Approved ESP;

**Phase** means a phase of the Development as shown on the Phasing Plan;

**Phase 2** means that phase of the Development known as 'phase 2' as shown on the Phasing Plan;

**Phase 3** means that phase of the Development known as 'phase 3' as shown on the Phasing Plan;

**Phase 4** means that phase of the Development known as 'phase 4' as shown on the Phasing Plan;

**Phase 5** means that phase of the Development known as 'phase 5' as shown on the Phasing Plan;

**Phase 6** means that phase of the Development known as 'phase 6' as shown on the Phasing Plan

**Phasing Plan** means drawing number A11113C2023 Rev P3, a copy of which can be found at Schedule 1 to this Agreement;



**Planning Permission** means the outline planning permission for the Development to be granted in the form of the draft decision notice at Schedule 3 to this Agreement;

**Practical Completion** means complete in all material respects such that it is fit for its intended purpose and available for use in the manner permitted by the Planning Permission and **Practically Completed** shall be construed accordingly;

**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 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 Council in the case of (b) above;

**Public Art Scheme** means a scheme (including a programme for implementation and completion) for the provision (at the Owner's cost) of public art, cultural and community benefits as part of the Development PROVIDED THAT the scheme shall include evidence of prior consultation with the Council's Cultural Development Officer regarding the proposed content of the scheme for a period of no less than thirty (30) Working Days;

**Public Open Space Contribution** means the sum of six hundred and twenty thousand pounds (£620,000) to be paid by the Owner to the Council to be used towards the provision and/or improvement of public open space and other green infrastructure within the locality of the Application Land;

**Public Realm Areas** means those areas of public realm to be provided in that part of the Site shown edged in magenta on drawing number A11113C2060 P1 (a copy of which is at Schedule 1 to this Agreement);

**Reading Affordable Rent** means rent that is no more than seventy percent (70%) of the local Market Rent or Local Housing Allowance (LHA) levels, whichever is the lower (including Service Charges);

**Reading Affordable Rented Units** means the fifty-three (53) Affordable Housing Units in Building G to be let to an Eligible Person at Reading Affordable Rent comprising:

- (a) eleven (11) x 1 (one) bedroom units; and
- (b) forty-two (42) x 2 (two) bedroom units;

**Registered Provider** means an affordable housing provider as provided for in the Housing and Regeneration Act 2008;

**Relevant Date** means the date when the relevant Updated Viability Appraisal is submitted to the Council in accordance with this Agreement;

**Reserved Matters Application** means an application for Reserved Matters Approval;

**Reserved Matters Approval** means a reserved matters approval that is granted pursuant to the Planning Permission;

**Residential Reserved Matters Application** means a Reserved Matters Application that includes one (1) or more Residential Unit;

**Residential Unit** means any residential dwelling in the Development (and **Residential Units** shall be construed accordingly);

**Second Trigger Date** means the date on which eighty percent (80%) of the Market Units have been Occupied;

**Second Viability Review** means the viability review to be carried out pursuant to paragraphs 5-7 of Schedule 13;

**Services** means foul and surface water sewers, water, gas mains, electricity, telephone and any other cables, sewers, drains, soakaways, conduits, wires, gutters, downpipes, watercourses or pipes serving or intended to serve the Application Land (and each Building erected on the Application Land including for the avoidance of doubt the Affordable Housing Units);

**Service Charge** means the service charges levied by the Owner and/or any management company for the provision of Services to the Development and/or the Buildings (including any part of them) or the maintenance, repair and/or management of each of them (or any part of them) (excluding for the avoidance of doubt rates, council tax, water rates or the cost of supply of such services);

**Service Media** means media for the supply to or provision to the Application Land (including each Building erected on the Application Land) of any foul and surface water sewers, water, gas mains electricity, telephone or any other cables, sewers, drains, conduits, wires, gutters, downpipes, watercourses or pipes serving or intended to serve the Application Land (and each Building erected on the Application Land including for the avoidance of doubt the Affordable Housing Units and the Additional Affordable Housing Units);

**Sham Transaction** means:

- (a) a transaction the effect of which is to reduce the sale proceeds, capital payments, receipts and any other income; and
- (b) a disposal of a Residential Unit that is not an arm's length third party bona fide transaction,

which may (amongst other things) 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;

**Shared Access Road** means any of Shared Access Road A (Part 1), Shared Access Road A (Part 2) and Shared Access Road B;

**Shared Access Road A (Part 1)** means a vehicular and pedestrian access road forming part of the Aviva Development to be provided to an Adoptable Standard and to be accessed from Caversham Road on the Aviva Land and up to the boundary of the Application Land as shown for illustrative purposes



only shaded blue on drawing number 23061101-SDG-HGN-100-DR-D-02101 P4 (which is at Schedule 1 to this Agreement) PROVIDED THAT the access road shall:

- (a) include spurs at specified points along the boundary of the Aviva Land and the Application Land; and
- (b) provide satisfactory vehicular, cycle and pedestrian access to the Application Land;

**Shared Access Road A (Part 2)** means a vehicular and pedestrian access road forming part of the Development to be provided to an Adoptable Standard from the point at which Shared Access Road A meets the Application Land to Trooper Potts Way up to the boundary of the Aviva Land as shown for illustrative purposes only shaded yellow on drawing number 23061101-SDG-HGN-100-DR-D-02101 P4 (which is at Schedule 1 to this Agreement) PROVIDED THAT the access road shall provide satisfactory vehicular, cycle and pedestrian access to the Aviva Land;

**Shared Access Road B** means a vehicular and pedestrian access road forming part of the Development to be provided to an Adoptable Standard and to be accessed from Caversham Road on the Application Land and up to the boundary of the Aviva Land as shown for illustrative purposes only shaded blue on drawing number 23061101-SDG-HGN-100-DR-D-02004 P2 (which is at Schedule 1 to this Agreement) PROVIDED THAT the access road shall:

- (a) include spurs at specified points along the boundary of the Application Land and the Aviva Land; and
- (b) provide satisfactory vehicular, cycle and pedestrian access to the Aviva Land;

**Shared Access Road B Principles** means the following principles:

- (a) that if the Planning Permission is Implemented before the Aviva Permission is Implemented then the Owner shall:
  - i construct Shared Access Road B to a specification, programme and cost that is approved by the Council (with step in rights in favour of the Aviva in the event of default); and
  - ii grant Aviva such ongoing easements and other rights as are reasonably required and agreed between the Owner and Aviva to allow access and egress to the Aviva Development along Shared Access Road B; and
- (b) that the costs of the construction of Shared Access Road B shall be shared equally between the Owner and Aviva in the event that the Aviva Permission is Implemented (subject to any other costs sharing arrangements that may be agreed from time to time between the Owner and Aviva);

**Shared Ownership Terms** means, in respect of the Shared Ownership Units, Affordable Housing Units that are made available to Eligible Persons who may initially buy a percentage of not more than seventy-five percent (75%) of the equity in that Shared Ownership Unit and rent the remaining percentage from a Registered Provider (at an initial annual rent of no more

than three percent (3%) of the unsold equity) and who may also (for the avoidance of doubt) staircase to one hundred percent (100%) ownership;

**Shared Ownership Units** means the forty-five (45) Affordable Housing Units in Building H to be made available to Eligible Persons on Shared Ownership Terms and comprising:

- (a) twenty-two (22) x 1 (one) bedroom units; and
- (b) twenty-three (23) x 2 (two) bedroom units;

**SPD** means the Sustainable Design and Construction SPD as adopted by the Council in 2019;

**Standards** means the standards in relation to the internal environment, sustainability and external environment of the Affordable Housing Units as set out in design standards that are published by Homes England (if applicable) and in force at the time when the relevant Phase is Commenced;

**Supporting Evidence** means the following:

- (a) for any costs actually incurred at the First Trigger Date and/or the Second Trigger Date (as the case may be), receipted invoices or other evidence of payment or staged payment certified by the Owner's quantity surveyor or costs consultant or other professional (subject to such person expressly owing a duty of care to the Council);
- (b) for any costs yet to be incurred at the First Trigger Date and/or the Second Trigger Date (as the case may be), the up to date best estimate of such costs by the Owner or where available by the Owner's quantity surveyor or costs consultant or other professional (subject to such person expressly owing a duty of care to the Council);
- (c) for sale proceeds and all other monies and/or income received at the First Trigger Date and/or the Second Trigger Date (as the case may be), the Disposal Schedule together with certified copies of sale contracts or completion statements by the Owner's solicitor (subject to such solicitor expressly owing a duty of care to the Council); and
- (d) in relation to any Residential Unit, Commercial Unit or other revenue-generating element of the Development which is unsold and/or any element of the Development which remains vacant or not let at the First Trigger Date and/or the Second Trigger Date (as the case may be), then an independently obtained independent 'Red Book' valuations of the Market Value of the relevant Residential Unit(s), Commercial Unit(s) and/or other revenue-generating element of the Development (as the case may be);

**Surplus** means fifty percent (50%) of the sum that equates to the Gross Development Value less:

- (a) the Build Costs as derived from the Updated Viability Appraisal; and
- (b) the Owner's Profit; and
- (c) the Benchmark Land Value;

PROVIDED THAT the sum shall in aggregate with the Affordable Housing Units (and any Affordable Housing Contribution that is paid pursuant to this Agreement) not exceed the Deferred Contribution Cap;

**Training Output** means:

- (a) in respect of a Construction ESP, the relevant outputs for that Construction ESP as listed in appendix 1 to the Employment Skills and Training SPD; and
- (b) in respect of an End User ESP, the relevant outputs for that End User ESP listed in in appendix 2 to the Employment Skills and Training SPD;

**Transfer** means:

- (a) the completion of the transfer of the freehold interest; or
- (b) the grant of a leasehold interest (for a term of not less than one hundred and twenty-five (125) years),

and for the avoidance of doubt Transfer shall not mean the exchange of contracts (and **Transferred** shall be construed accordingly);

**Transfer Date** means the anticipated date of Practical Completion of the relevant Affordable Housing Unit(s);

**TRO Contribution** means the sum of five thousand pounds (£5,000) to be paid by the Owner to the Council to be used towards the costs incurred by the Council in making, consulting upon and implementing a traffic regulation order to facilitate alterations to parking restrictions along the Caversham Road at the frontage of the Application Land;

**UCO** means the Town and Country Planning (Use Classes) Order 1987 as amended by the Town and Country Planning (Use Classes) (Amendment) Order 2005 and the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020 and any other amendments to the UCO that are made on or before the date of this Agreement but (for the avoidance of doubt) excluding any statutory revision, amendment or re-enactment of the UCO that is made after the date of this Agreement;

**Underpass Contribution** means the sum of two hundred thousand pounds (£200,000) to be paid by the Owner to the Council to be used towards the costs incurred by the Council in upgrading and/or improving the underpass beneath Reading railway station so as to ensure that it is suitable for cyclists;

**Updated Viability Appraisal** means a viability appraisal in respect of the Development which shall be carried out in accordance with all relevant published industry, professional and government guidance in relation to viability by an individual who is a professional member of the Royal Institution of Chartered Surveyors in order to assess whether there is a Surplus as at the Relevant Date to be used towards the provision of Additional Affordable Housing Units and/or payment of a Deferred Contribution (as the case may be) in accordance with the terms of this Agreement;

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

**Zero Carbon Offset Contribution** means the sum of one thousand eight pounds (£1,800) per remaining tonne towards carbon offsetting within the

Local Area (calculated as sixty pounds (£60) per tonne over a thirty (30) year period and calculated in accordance with the formula as set out in the SPD.

## **2 Interpretation**

- 2.1 Clause headings shall not affect the interpretation of this Agreement.
- 2.2 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 A reference to a company shall include any company, corporation or other body corporate wherever and however incorporated or established.
- 2.4 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular.
- 2.5 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders.
- 2.6 A reference to any Party shall include that Party's 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 278 of the 1980 Act;
- (d) section 111 of the Local Government Act 1972; and
- (e) 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 7.6 (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 This Agreement shall come into force on 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 Schedules 4- 17 (inclusive) of this Agreement.
- 5.2 The Owner covenants with the Council:
  - (a) not to Commence each Phase unless and until it has served a Commencement Notice in respect of that Phase; 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 18 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 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 Individual Occupiers**

7.5.1 This Agreement shall not be enforceable against any occupiers or tenants of individual Residential Units or any individual occupiers or tenants of Non-Residential Floorspace of less than six hundred square metres (600 sqm) Gross Internal Area PROVIDED THAT, for the avoidance of any doubt, this Clause shall not affect the ongoing liability of the Owner as the freehold owner of the Application Land.

### **7.6 Release**

7.6.1 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.

7.6.2 The releases provided for in this Clause 7.6 shall not apply to any prior or existing breach of this Agreement as at the date of disposal.

### **7.7 Right of access**

7.7.1 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.

### **7.8 No waiver**

7.8.1 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.

### **7.9 Severance**

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

**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 and/or other sum due under this Agreement is paid late 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 the sum of the Contribution due or (as the case may be) on any amount of that Contribution which may be outstanding from the date on which the Contribution (or the relevant part of it, as the case may be) is due to be paid in accordance with the terms of this Agreement up to the date of actual payment of the Contribution (or the relevant part of it, as the case may be).

**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: 80 Caversham Road 182252/OUT 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 7.13.

7.12.2 No Contribution (or part of it) shall be paid to the Council earlier than eight (8) weeks before the Due Date.

**7.13 Notices**

7.13.1 Any notice or other written communication to be served by one Party upon another pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered or recorded delivery post to the Party to be served at its address specified in Clause 7.13.2 or such other address as may from time to time be notified for the purpose by notice in writing by any Party to the other Party and any such notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by a duly authorised signatory.

7.13.2 The address for any notice or other written communication is as follows:



(a) in respect of the Council

Civic Offices, Bridge Street, Reading RG1 2LU

marked for the attention of 'Head of Legal Services' with a copy to the Monitoring Officer

(b) in respect of the Owner

Natwest Trustee and Depositary Services Limited for the attention of Luke Speakman, 250 Bishopsgate, London, EC2M 4AA and HPUT A Limited and HPUT B Limited c/o Federated Hermes Limited 150 Cheapside, London EC2V 6ET; and

Trowers & Hamblins LLP, 3 Bunhill Row, London, EC1Y 8YZ marked with reference 045559.01869

or such other address as has been notified to the other Party as set out in this Clause 7.13.

- 7.13.3 The Owner shall ensure that any notice or other written communication that is required to be served on the Partner Organisation pursuant to this Agreement shall be copied to the Council (at the address specified in Clause 7.13.2 above) at the same time.

**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 Third Party Rights**

7.16.1 Except in relation to:

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

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

**7.17 Local Land Charge**

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

**7.18 Jurisdiction**

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

**7.19 Limitation of Liability**

7.19.1 HPUT A Limited and HPUT B Limited (the **Nominees**) and any party succeeding them are entering into this Agreement in their capacity as nominees for and on behalf of NatWest Trustee and Depositary Services Limited (**NatWest**) and as such any liability on their part pursuant to this Agreement or connected to this Agreement (including, without limitation, liability for replies to pre-contract enquiries or otherwise under contract, in tort, under statute or otherwise and any supplemental enquiries) is limited to the assets held by them for the time being as nominees for and on behalf of NatWest.

7.19.2 NatWest and any party succeeding them act solely in their capacity as trustee and depositary of Federated Hermes Property Unit Trust (the **Fund**) and as

such any liability on their part pursuant to this Agreement or connected to this Agreement or otherwise under contract, in tort, under statute or otherwise is limited to the extent that NatWest has recourse to the assets held by them for the time being for the Fund.

- 7.19.3 Notwithstanding any provisions of this Agreement neither the Nominees nor NatWest have any obligation to meet any claim or liability under this Agreement or connected to this Agreement or otherwise under contract, in tort, under statute or otherwise except to the extent that they can properly meet this claim or liability out of the assets of the Fund.

**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 A11113 C 2002 Rev P2 (Application Land)

Drawing numbers 23061101-SDG-HGN-100-DR-D-00108-REV P4, 23061101-SDG-HGN-100-DR-D-00109-Rev P2 and A11113C2061 Rev P1 (Highway Works)

Drawing number A11113C2060 Rev P5 (Landscaping Area)

Drawing number A11113C2040 Rev P4 (Car Club Spaces)

Drawing number A11113C2060 P1 (Public Realm Areas)

Drawing number A11113C2023 Rev P3 (Phasing Plan)

Drawing number A11113 C 2 100 P20 (Community Centre Area)

Drawing number A11113 C 2 100 P20 (Health Centre Area)

Drawing number A11113 C 2 100 P20 (Building G)

Drawing number A11113 C 2 100 P20 (Building H)

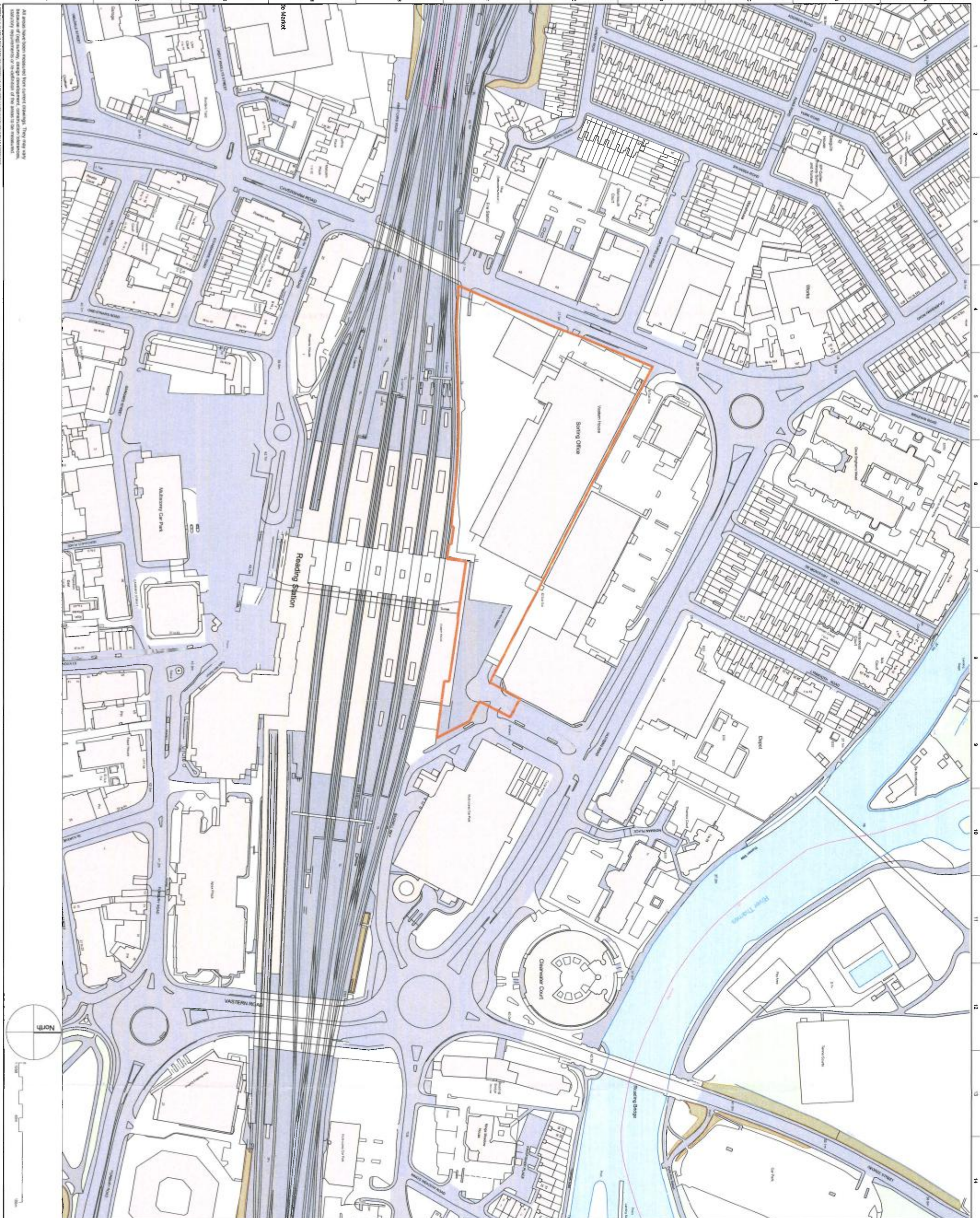
Drawing number 23061101-SDG-HGN-100-DR-D-02101 P4 (Shared Access Road A (Part 1))

Drawing number 23061101-SDG-HGN-100-DR-D-02101 P4 (Shared Access Road A (Part 2))

Drawing number 23061101-SDG-HGN-100-DR-D-02004 P2 (Shared Access Road B)

Drawing number 17043 P0-000 P1 (Aviva Land)





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SERVICES ENGINEER  
CONSULTANT  
KEY PLAN

NOTES  
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Application Boundary

*Handwritten initials/signature*

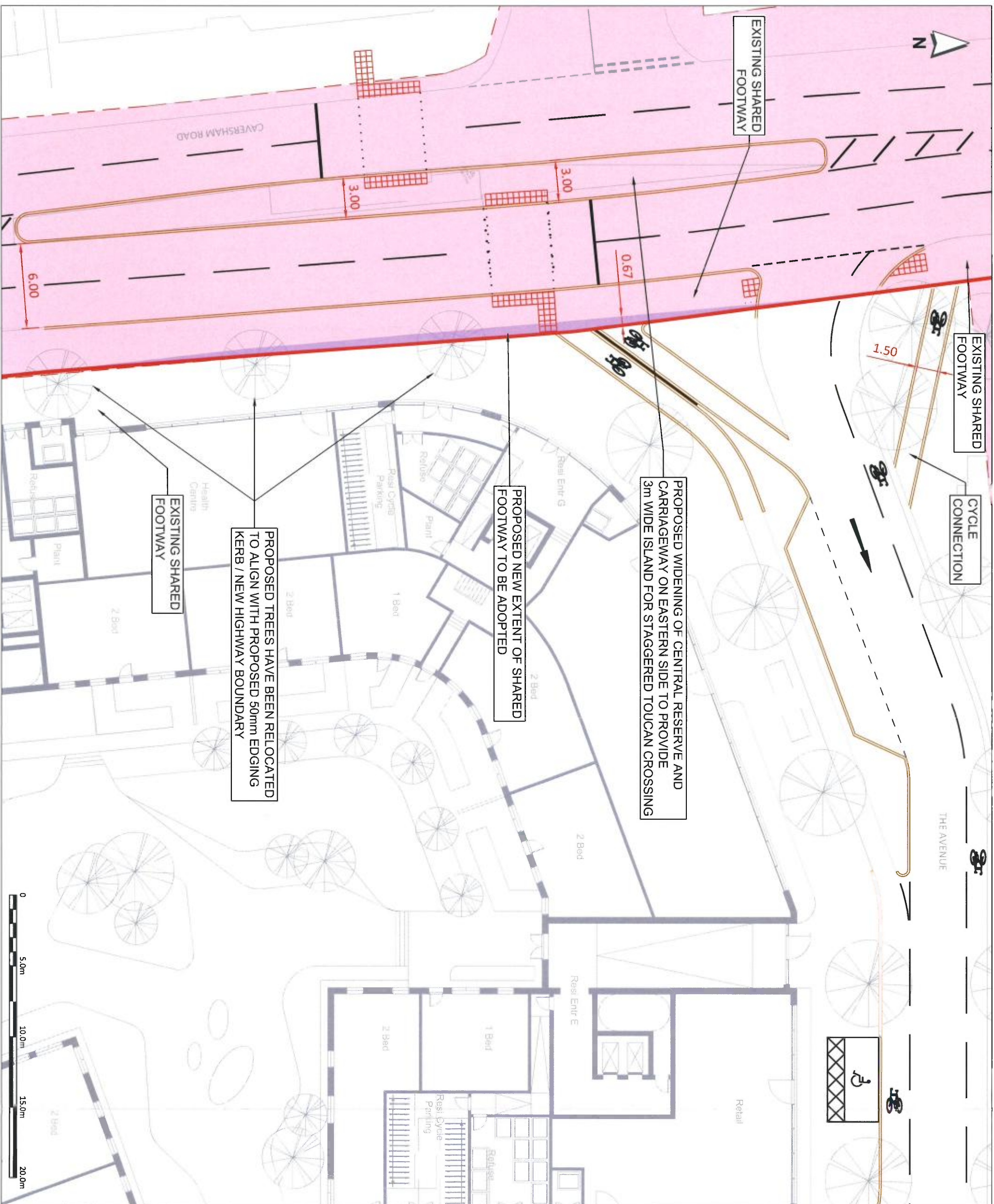
100% Scale  
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interiors  
planning  
Our Address: 100% Scale London, SE1 1UE, UK. Tel: +44 (0) 20 7993 2000 www.tpbennett.com

Project  
Reading Metropolitan  
Caversham Road  
Existing Site Location Plan with  
Application Boundary

Drawn By: A11113  
Date: 08/12/18  
Scale: A1  
Drawing Number: C 2002  
Revision: P2

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2. LANDSCAPING DETAILS BASED ON INFORMATION PROVIDED BY HYLAND EDGAR DRIVER LANDSCAPE ARCHITECTS, DRAWING NO. HED.1354.201, REV P3, DATED 14.08.19.
3. ALL DIMENSIONS IN METRES UNLESS OTHERWISE STATED.
4. DO NOT SCALE FROM THIS DRAWING.

**KEY:**

-  APPLICATION BOUNDARY
-  EXTENT OF PUBLIC HIGHWAY
-  PROPOSED NEW EXTENT OF PUBLIC HIGHWAY
-  PROPOSED KERB
-  PROPOSED TACTILE PAVING

*Handwritten signatures and initials*

REV	DATE	DESCRIPTION	DES	CHK	APP
P0	27APR20	ORIGINAL ISSUE	AKC	CIM	AKC
P1	14JUN21	CROSSING UPDATED	JPC	CIM	AKC
P2	12OCT21	CYCLE ROUTE ENHANCED	AKC		
P3	18FEB22	CARRIAGEWAY WIDENED	AKC		
P4	20JAN23	EXTENT OF PUBLIC HIGHWAY ADDED	ANI		

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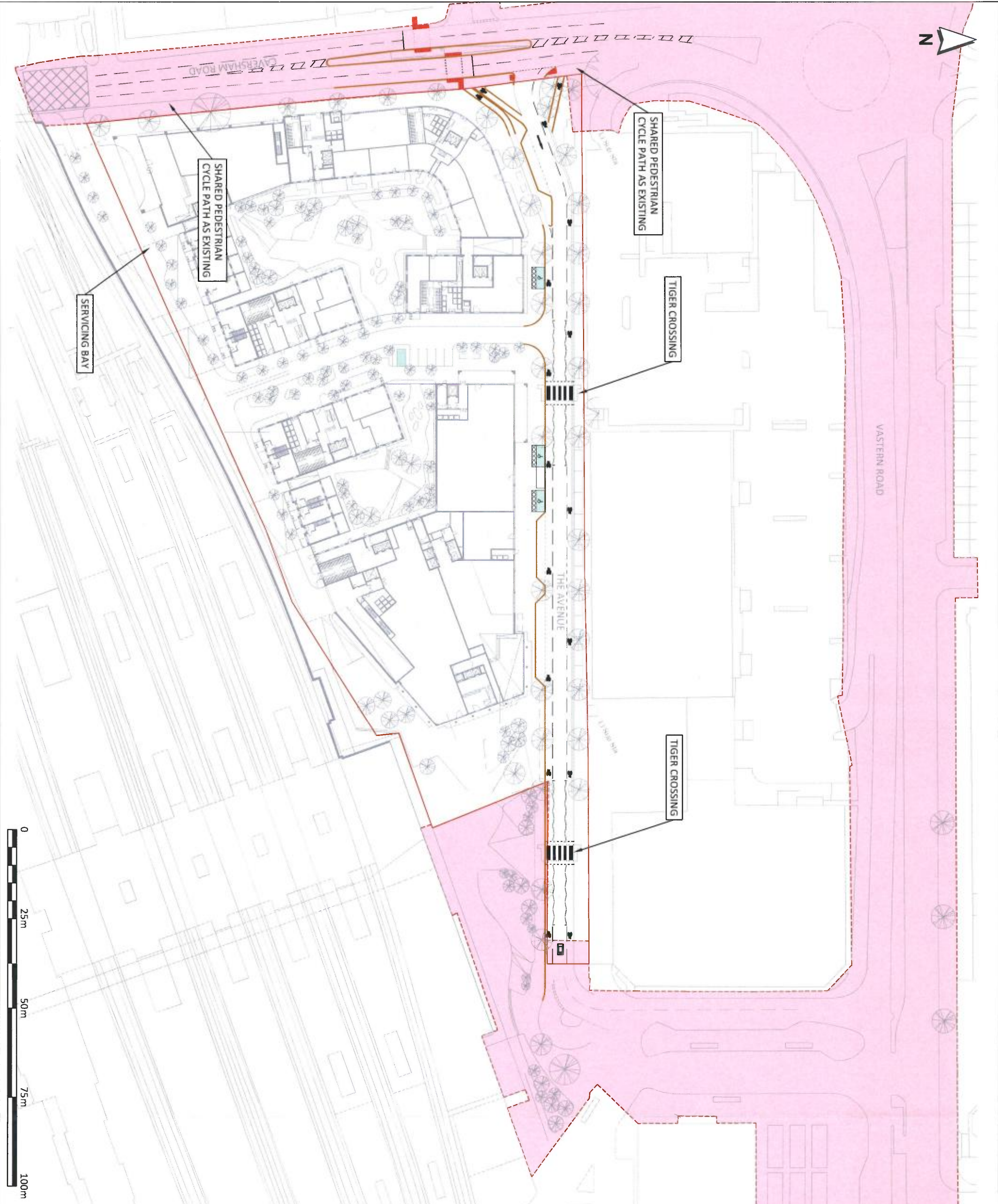
Client: HERMES PROPERTY UNIT TRUST  
 Project Title: READING METROPOLITAN  
 Drawing Title: INDICATIVE CYCLING ENHANCEMENTS TO CROSSING OF CAVERSHAM ROAD BY NORTHFIELD ROAD (SHEET 8 OF 12)

Status: FIT FOR INFORMATION

Size	Scale	Suitability	Rev.
A3	1:250	S2	P4

Drawing No. 23061101-SDG-HGN-100-DR-D-00108





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3. ALL DIMENSIONS IN METRES UNLESS OTHERWISE STATED.
4. DO NOT SCALE FROM THIS DRAWING.

**KEY:**

- APPLICATION BOUNDARY
- EXTENT OF PUBLIC HIGHWAY
- ACCESSIBLE PARKING BAY

*Handwritten signatures and initials.*

REV	DATE	DESCRIPTION	DSS	CHK	APP
P2	20JAN23	EXTENT OF PUBLIC HIGHWAY ADDED	ANI		
P1	18FEB22	CARRIAGEWAY WIDENED	AKC		
P0	27APR20	ORIGINAL ISSUE	AKC	CIM	AKC

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Client: HERMES PROPERTY UNIT TRUST

Project Title: READING METROPOLITAN

Drawing Title: SITE LAYOUT (SHEET 9 OF 12)

Status: FIT FOR INFORMATION

Size	Scale	Suitability	Rev.
A3	1:1000	S2	P2

Drawing No. 23061101-SDG-HGN-100-DR-D-00109

*Handwritten initials 'MB'.*



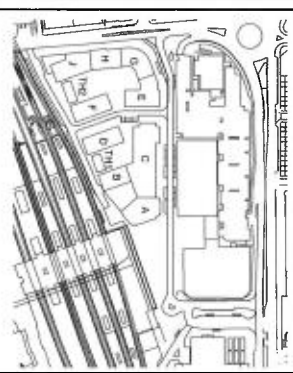
CLIENT  
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STRUCTURAL ENGINEER

SERVICES ENGINEER

CONSULTANT

KEY PLAN



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- Existing Tree to be retained (T1) - Refer to Arboricultural Report
- Proposed Tree - The Avenue & Caversham Road
- Proposed Tree in retained position (Over Canopy) - Caversham Road
- Proposed Tree - Middle Street & Railway Link
- Proposed Tree - Commercial Gardens
- Proposed Tree - Station Square
- Lawn
- Shrub Planting
- Shaded Surface
- Split Oak Space Sets
- Swathes of Feature plant perching
- Raised Planter Informal Seating Edge
- Feature Planting
- Any
- Sculptural Element / focal point
- Lighting Column
- Bollard
- Street

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Enlarged Proposed Public Realm  
(Adopted Highway)

Project Name: A11113 Caversham Road Reading Metropolitan  
Client: Hermes Property Unit Trust  
Date: 18/01/2023  
Scale: 1:250  
Drawing Number: A11113 C 2 061  
Revision: P1



Illustrative Landscape Masterplan  
\*Tree shown outside boundary are indicative/ aspirational and subject to approval.  
Illustrative Landscape Masterplan based on Hyland Edgar Driver's drawings.

Adopted highway and  
landscape area



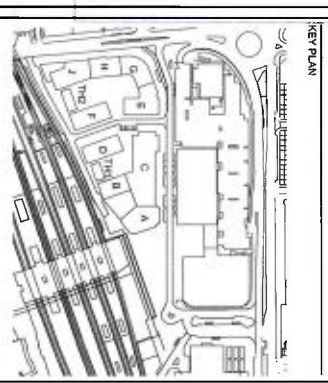
0 12.5 25 m



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**KEY PLAN**

- Existing tree to be retained (T)
- Proposed tree - New to replacement height
- Proposed tree - The Avenue & Caversham Road
- Proposed Tree - Middle Street & Railway Link
- Proposed Tree - Commercial Gardens
- Proposed Tree - Station Square
- Lawn
- Shrub Planting
- Spaced Surface
- Split Out Spaced Area
- Number of feature plant per plot
- Related Planter Internal Sealing Edge
- Feature Planter
- Planter
- Sculptural Element / focal Point
- Lighting Column
- Bollard
- Roak

Revised Date: 15/01/2023  
Revised By: CH  
Revised Date: 15/01/2023  
Revised By: CH  
Revised Date: 15/01/2023  
Revised By: CH  
Revised Date: 15/01/2023  
Revised By: CH

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11113 C 2 060 P5



**KEY**

1. Station Square
2. The Avenue
3. Square on The Avenue
4. Residential Street
5. Railway Walk
6. Caversham Road
7. Communal Gardens

Adopted highway and landscape area

Illustrative Landscape Masterplan

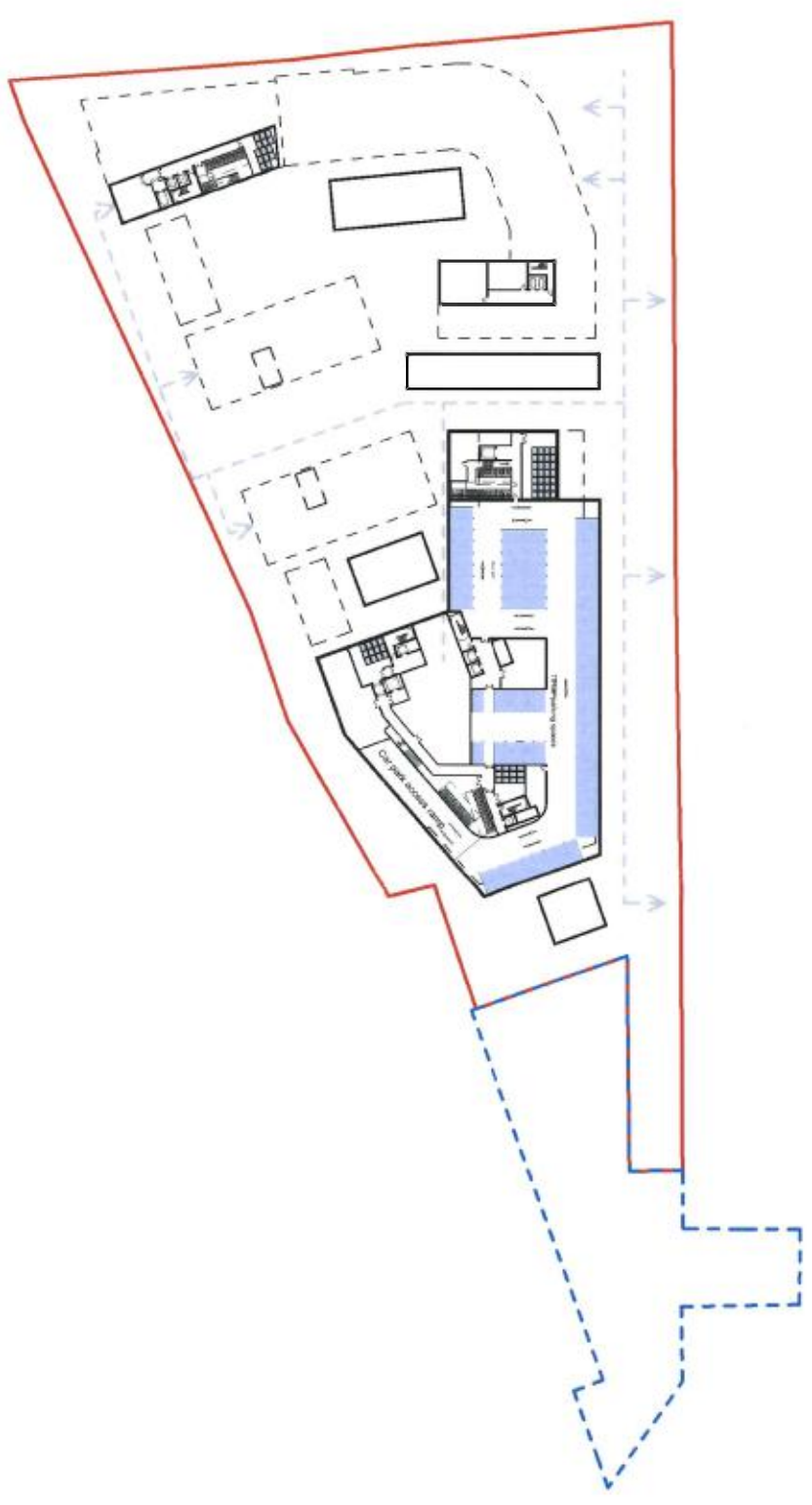
\*Tree shown outside boundary are indicative/ aspirational and subject to approval.  
Illustrative Landscape Masterplan based on Hyland Edgar Driver's drawings.



11113 C 2 060 P5



1 Basement Plan  
1:150



2 Ground Floor Plan  
1:150

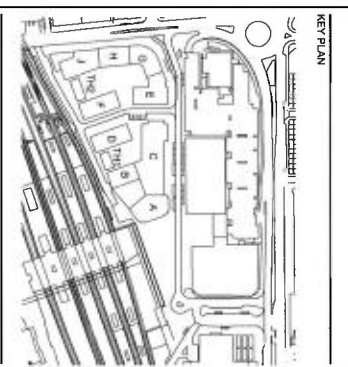


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REQUIREMENTS ON REDEFINITION OF THE AREAS TO BE SURVEYED.

- Residential & Commercial
- Retail
- Car Club
- Office
- Health Community
- Service

*Handwritten signature*

*Handwritten signature*

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1113 Caversham Road  
Reading Metropolitan

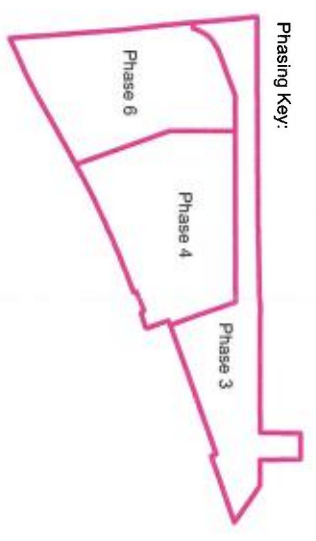
Indicative Allocation of Car Parking Spaces

Drawn: [Name] Scale: 1:150

Project Number: 031722018

A1113 C 2 040 P4





- KEY**
- 1. Station Square
  - 2. The Avenue
  - 3. Square on The Avenue
  - 4. Residential Street
  - 5. Railway Walk
  - 6. Caversham Road
  - 7. Communal Gardens

Phasing Key:

- Phase 1 - Demolition
- Phase 2 - Superstructure works for Phase 4 site
- Phase 5 - Superstructure works for Phase 6 site

**Illustrative Landscape Masterplan**

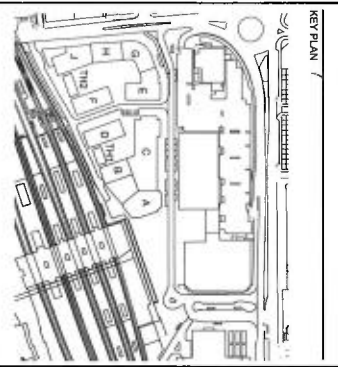
\*Tree shown outside boundary are indicative/ aspirational and subject to approval.

Illustrative Landscape Masterplan based on Hyland Edgar Driver's drawings.

18/10/23 12:47:11

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*Handwritten signatures and initials.*

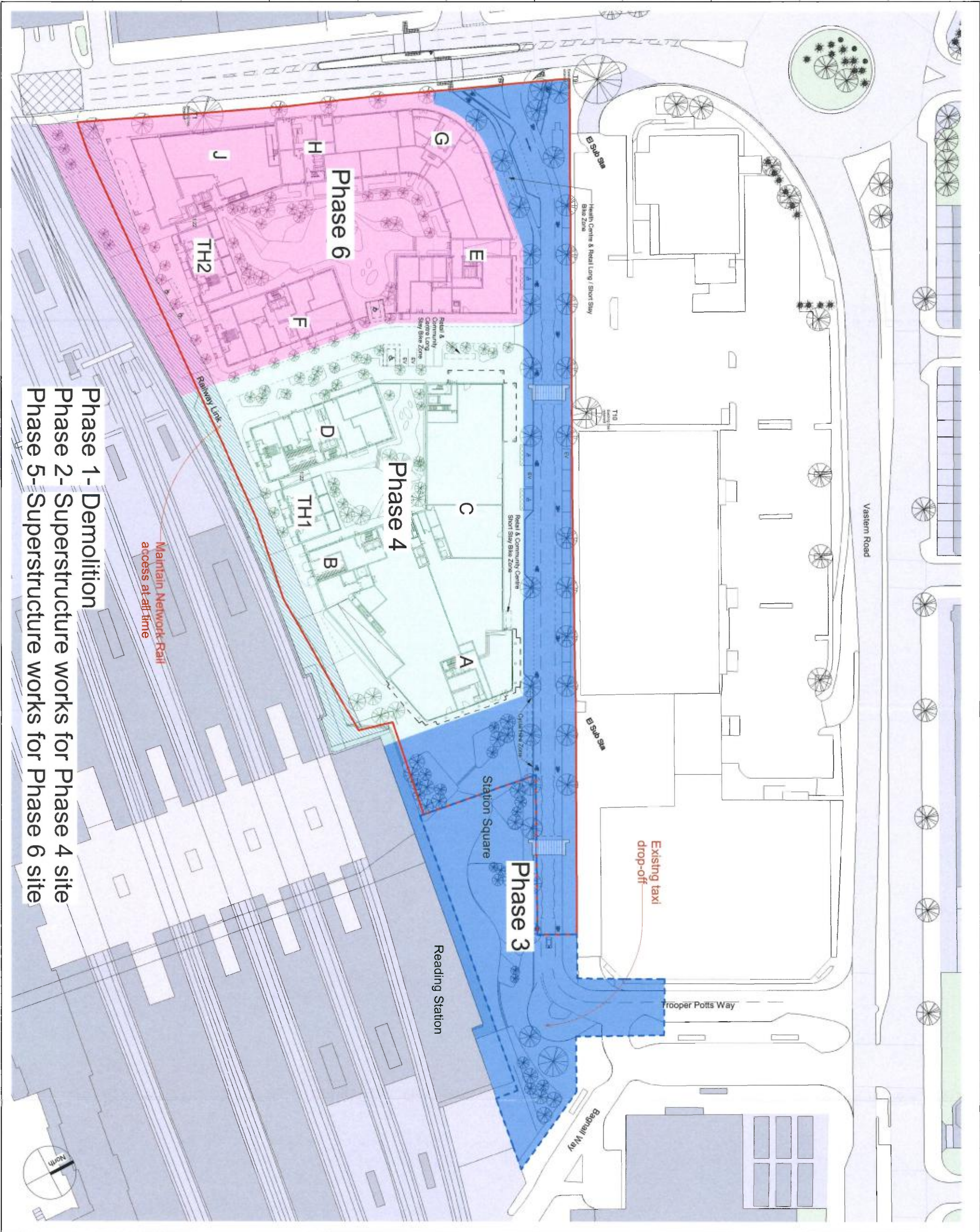
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Reading Metropolitan

Proposed Public Realm Phasing

Drawn: [Name] Date: 18/07/2023 Scale: 1:500  
Checked: [Name] Date: 18/07/2023 Scale: 1:500  
A11113 C 2 060 P1



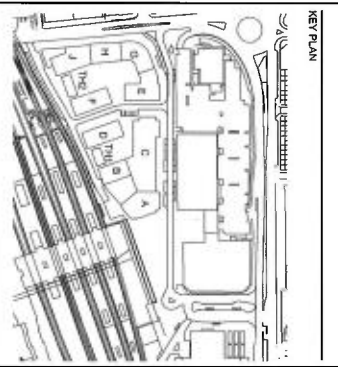


Phase 1- Demolition  
 Phase 2- Superstructure works for Phase 4 site  
 Phase 5- Superstructure works for Phase 6 site

Maintain Network-Rail access at all time



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This drawing supersedes  
 C2020, C2021 & C2023

*[Handwritten signatures]*

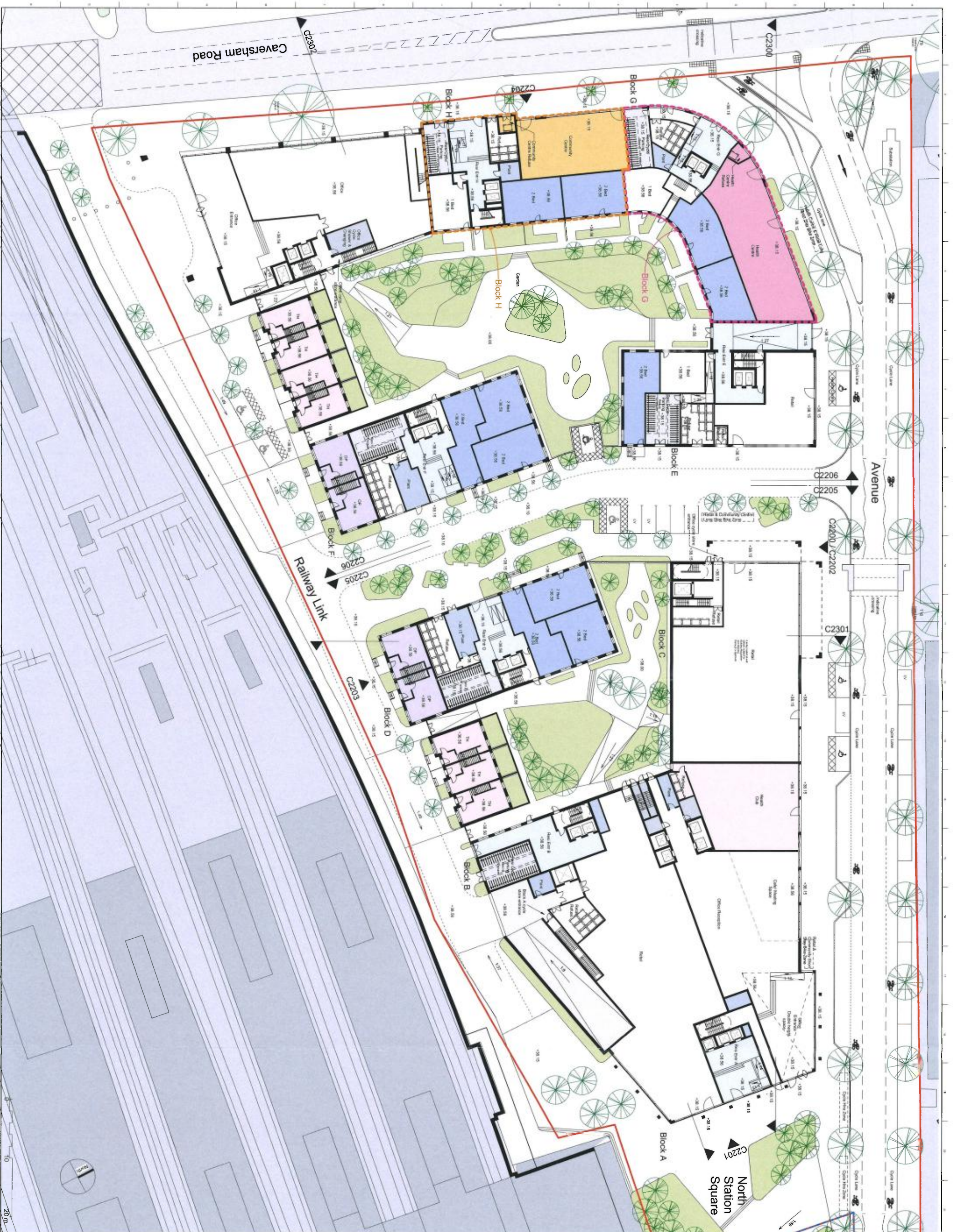
*[Handwritten signature]*

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A1113 Caversham Road  
 Reading Metropolitan  
 Proposed Phasing

Project No: A1113 C 2 023  
 Date: 03/12/2018  
 Scale: 1:500  
 Drawing No: P3





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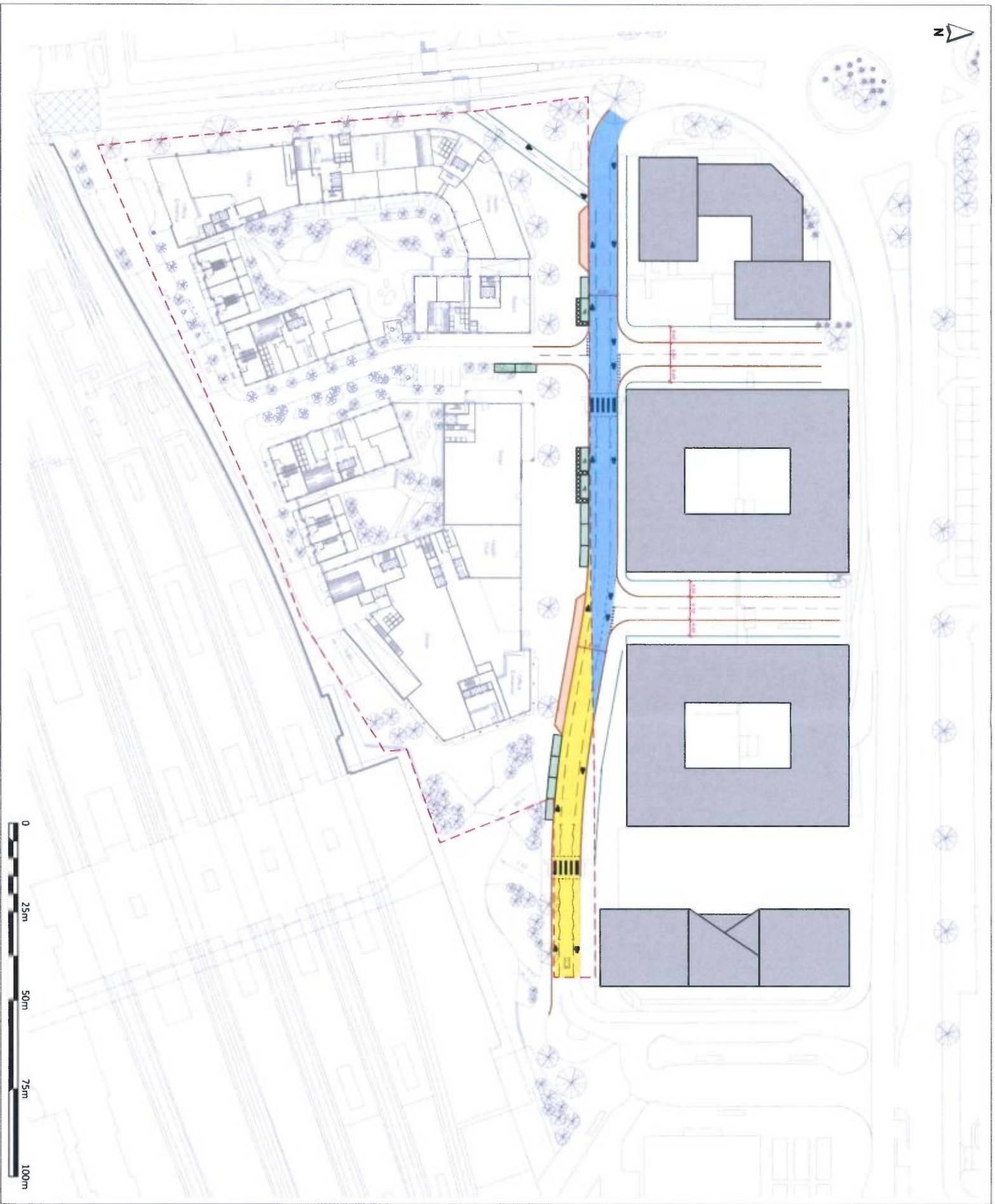
A11113 Caversham Road  
 Reading Metropolitan  
 Illustrative Scheme GA  
 Ground Floor Plan

A11113 C 2 100 P20

- Bed
- 2 Bed
- Car Park
- Community Centre
- CP (Cafe)
- Health Centre
- Health Club
- Office
- Office Entrance
- Office WC
- Pool
- Retail
- Retail Open Parking
- Retail A
- Retail B
- Retail C
- Retail D
- Retail E
- Retail F
- Retail G
- Retail H
- Retail (Town House)

Room	Area	Volume	Notes
1.1	1.1	1.1	1.1
1.2	1.2	1.2	1.2
1.3	1.3	1.3	1.3
1.4	1.4	1.4	1.4
1.5	1.5	1.5	1.5
1.6	1.6	1.6	1.6
1.7	1.7	1.7	1.7
1.8	1.8	1.8	1.8
1.9	1.9	1.9	1.9
1.10	1.10	1.10	1.10
1.11	1.11	1.11	1.11
1.12	1.12	1.12	1.12
1.13	1.13	1.13	1.13
1.14	1.14	1.14	1.14
1.15	1.15	1.15	1.15
1.16	1.16	1.16	1.16
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1.19	1.19	1.19	1.19
1.20	1.20	1.20	1.20
1.21	1.21	1.21	1.21
1.22	1.22	1.22	1.22
1.23	1.23	1.23	1.23
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1.96	1.96	1.96	1.96
1.97	1.97	1.97	1.97
1.98	1.98	1.98	1.98
1.99	1.99	1.99	1.99
2.00	2.00	2.00	2.00





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- KEY:**
- RED LINE BOUNDARY
  - PROPOSED WHITE ROAD MARKING
  - PROPOSED KERB
  - PROPOSED BACK OF FOOTWAY
  - PROPOSED SERVICING BAY
  - PROPOSED PARKING BAY
  - SHARED ACCESS ROAD A (PART 1)
  - SHARED ACCESS ROAD A (PART 2)

REV	DATE	DESCRIPTION	DES	CHK	APP
P4	18FEB22	CARRIAGEWAY WIDENED	AKC		
P3	15DEC21	MINOR AMENDMENTS	ANI	AKC	
P2	06DEC21	SCHEME DIVIDED INTO 2 PHASES	ANI	AKC	
P1	01DEC21	PARKING BAYS AMENDED	ANI	AKC	
P0	01DEC21	ORIGINAL ISSUE	ANI		

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Client: HERMES PROPERTY UNIT TRUST  
 Project Title: READING METROPOLITAN  
 Drawing Title: COMBINED ACCESS WITH AVIVA OPTION 2

Status: FIT FOR INFORMATION

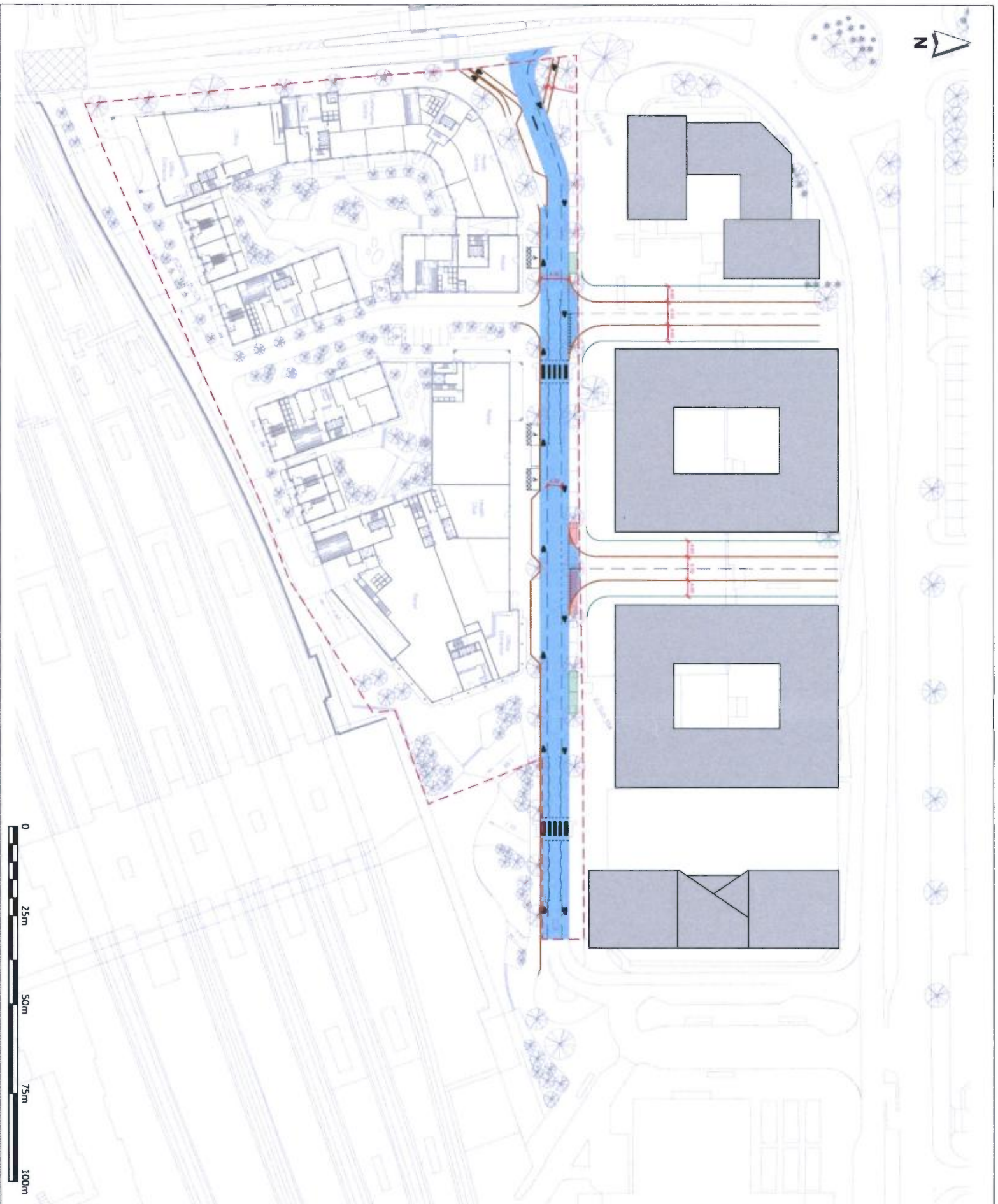
Site	Scale	Suitability	Rev
A3	1:1000	S2	P4

Drawing No: 23061101-SDG-HGN-100-DR-D-02101

*Handwritten signatures and initials.*

*Handwritten initials.*





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- KEY:**
- RED LINE BOUNDARY
  - PROPOSED WHITE ROAD MARKING
  - PROPOSED KERB
  - PROPOSED BACK OF FOOTWAY
  - PARKING BAY TO BE LOST
  - PROPOSED PARKING BAY
  - SHARED ACCESS ROAD B

REV	DATE	DESCRIPTION	DES	CHK	APP
P2	18FEB22	CARRIAGEWAY WORKED	AKC		
P1	01DEC21	MINOR AMENDMENTS	ANI	AKC	
P0	04OCT21	ORIGINAL ISSUE			

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Client: HERMES PROPERTY UNIT TRUST  
 Project Title: READING METROPOLITAN  
 Drawing Title: COMBINED ACCESS WITH AVIVA OPTION 1

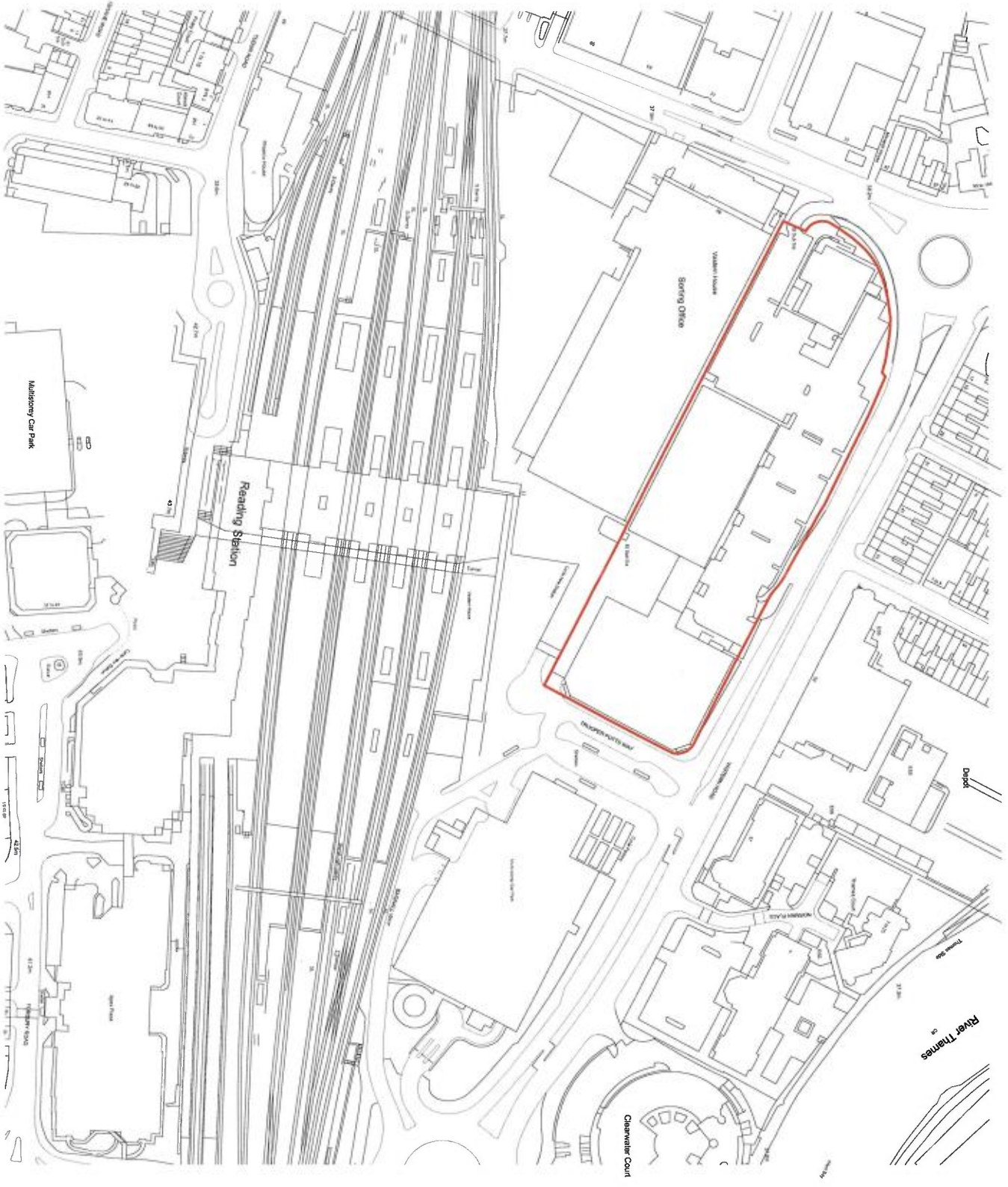
Status: FIT FOR INFORMATION

Site:	Scale:	Suitability:	Rev:
A3	1:1000	S2	P2

Drawing No: 23061101-SDG-HGN-100-DR-D-02004

*[Handwritten signatures]*

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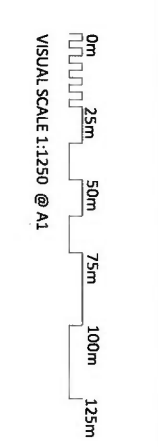
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**NOTES**  
 CONSULTANTS  
 - Refer to highways consultants' drawings for details  
 - Refer to landscape consultants' drawings for details  
 - Refer to structural consultants' drawings for details  
 - Refer to area schedule  
 AREA  
 - Refer to area schedule  
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REV	DATE	BY	CHK
01	06/05/2010	VP	IC

— Red line boundary



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 London W1M 6EW  
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 info@colladocollins.com  
 www.colladocollins.com

**Aviva Investors**  
 Reading Station Park  
 Site Location Plan  
 PLANNING  
 17043 P0-000



## **Schedule 2 – the Development**

Outline application considering access, landscaping, layout and scale for redevelopment proposal involving the demolition of all existing buildings and structures (Classes B1a & B2) and erection of new buildings ranging between basement and 2-24 storeys in height, providing 620 (72 x studio, 196 x 1, 320 x 2 and 32 x3- bed) residential units (Class C3), office accommodation (Class B1a), flexible ground floor shop (Class A1), financial and professional services (Class A2) or restaurant/café (Class A3) uses, a community centre (Class D1), health centre uses (Class D1) and various works including car parking (94 spaces (70 at basement level)), servicing, public and private open space, landscaping, highways, pedestrian and vehicular access and associated works.

## **Schedule 3 – Draft Planning Permission**



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

**APPLICATION FOR OUTLINE PLANNING PERMISSION**

To: Chart Plan (2004) Ltd  
Mansard Cottage  
65 Stoneleigh Road  
Limpsfield Chart  
Oxted  
RH8 0TP

Application No: 182252  
Application type: Outline Planning Approval

**Applicant:** Hermes Property Unit Trust

READING BOROUGH COUNCIL as Local Planning Authority **GRANT OUTLINE** planning permission for the following development:

**Proposal:** Outline application considering access, landscaping, layout and scale for redevelopment proposal involving the demolition of all existing buildings and structures (Classes B1a & B2) and erection of new buildings ranging between basement and 2 - 24 storeys in height, providing 620 residential units (Class C3), office accommodation (Class B1a), flexible ground floor shop (Class A1), financial and professional services (Class A2) or restaurant/café (Class A3) uses, a community centre (Class D1), health centre uses (Class D1) and various works including car parking (94 spaces (70 at basement level)), servicing, public and private open space, landscaping, highways, pedestrian and vehicular access and associated works. This application is accompanied by an Environmental Statement (amended description).

**At:** 80 Caversham Road Reading RG1 1AA

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:

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Application At: 80 Caversham Road Reading RG1 1AA

Application No: 182252

Application type: Outline Planning Approval

**CONDITIONS & REASONS**

1. Application for approval of all Reserved Matters shall be made to the Local Planning Authority no later than three years from the date of this outline permission.

Reason: To comply with the provision of Section 92 Of The Town And Country Planning Act 1990.

2. The development hereby permitted shall be commenced no later than either:-

- a) the expiration of three years from the date of this permission; or
- b) the expiration of two years from the date of approval of the last Reserved Matters to be approved under the terms of this permission, whichever is the later.

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.

3. \* No development shall commence on site, including any demolition or preparatory works, until details of the following matters (in respect of which approval is expressly reserved) have been submitted to, and approved in writing by, the Local Planning Authority:

- (a) The appearance of the external built form of the development including details in respect of architecture, materials, decoration, lighting, colour and texture.
- (b) The internal layout of all residential buildings.

The development shall thereafter be carried out fully in accordance with the approved reserved matter details.

Reason: To ensure a satisfactory form of development and in accordance with the provisions of in pursuance of Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

4. The development permitted shall not be carried out except in accordance with the following approved plans, the Reserved Matters approved under Condition 3; any other

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details as may be approved under the conditions of this outline planning permission, and conditions pursuant to the approval of the Reserved Matters:

LS1368\_G/01 Existing Ground Floor Plan  
LS1368\_1/01 Existing First Floor Plan  
LS1368\_2/01 Existing Second Floor Plan  
LS1368\_R/01 Existing Roof Plan  
LS1368\_E/01 Existing Elevations 1 and 2  
LS1368\_E/02 Existing Elevations 3 and 4  
LS1368\_E/03 Existing Elevation 5  
LS1368\_E/04 Existing Elevation 6 (part 1)  
LS1368\_E/05 Existing Elevation 6 (part 2)  
LS1368\_E/06 Existing Elevation 7  
LS1368\_E/07 Existing Elevation 8 (part 1)  
LS1368\_E/08 Existing Elevation 8 (part 2)  
LS1368\_S/01 Existing Section AA (part 1)  
LS1368\_S/02 Existing Section AA (part 2)  
LS1368\_S/03 Existing Section BB (part 1)  
LS1368\_S/04 Existing Section BB (part 2)  
LS1368\_S/05 Existing Section CC (part 1)  
LS1368\_S/06 Existing Section CC (part 2)  
LS1368\_S/07 Existing Section DD  
As all received on 19/03/2019

A11113Z0001 Rev P2 Demolition Plan  
As received 19/02/19

A11113Z0010 Rev P1 Demolition Plan - Ground Floor  
A11113Z0011 Rev P1 Demolition Plan - First Floor  
A11113Z0012 Rev P1 Demolition Plan - Second Floor  
A11113Z0013 Rev P1 Demolition Plan - Roof  
A11113Z0020 Rev P1 Demolition Plan - Elevations  
A11113Z0030 Rev P1 Demolition Plan - Sections  
As all received on 05/04/2019

A11113C2010 Rev P2 Development Plot and Height  
As received on 03/06/2020

A11113C2023 Rev P3 Proposed Phasing  
As received on 22/02/2022

23061101-SDG-HGN-100-DR-D-02004 Rev P2 Combined Access with Aviva Option 1

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23061101-SDG-HGN-100-DR-D-02101 Rev P4 Combined Access with Aviva Option 2  
As all received on 28/02/2022

Reason: To clarify which plans are approved and in the interests the character and appearance of the area, the setting of heritage assets and the appearance, amenity, design and proper functioning of the development in accordance with Policies CC1, EN1, EN5, CC7, CC8, H5, H10, TR1, CR1, CR2, CR3, CR6, CR10 and CR11 of the Reading Borough Local Plan 2019.

5. The details to be submitted in pursuance of condition 3 above shall accord with the principles set out in following plans submitted in support of the application:

A11113C2010 Rev P2 Development Plot and Height, as received 03/06/2020  
A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022

Reason: To ensure that the development is carried out in accordance with the details which have been submitted with the planning application for approval at the outline stage.

6. The development shall be carried out in accordance with the approved phasing schedule contained within Phasing Plan A11113 C 2 023 Rev P3, as received 22/02/2022.

Reason: In order to secure the programming and phasing of development in an orderly manner to ensure comprehensive planning of the site within the Reading Borough Local Plan CR11e Station/River Major Opportunity Area Location, to ensure the timely delivery of facilities and services and to protect the amenity of the area in accordance with Policies CC7, CC8, CC9, TR3, TR4, TR5, CR2, CR3 and CR11 of the Reading Borough Local Plan 2019, and the Reading Station Area Framework (2010).

7. Further to the submitted site survey giving details of the existing ground levels, the relevant building/structure on the relevant part of the development hereby permitted (as per approved plan Development Plot and Height Plan A11113 C 2 010 Rev P2, as received 03/06/2020) shall not exceed (above ordnance datum - AOD) the following metres in height when measured from the original ground level:

Building A: +114.18m AOD;  
Building B: +90.18m AOD;  
Building C: +73.18m AOD;  
Building D: +77.18m AOD;  
Building E: +74.18m AOD;  
Building F: +74.18m AOD;

Date:

A handwritten signature in blue ink, appearing to read 'P. Li'.

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Building G: +66.18m AOD;  
Building H: +68.18m AOD;  
Building J: +66.68m AOD;  
Building TH1: +48.64 AOD;  
Building TH2: +48.64 AOD.

Reason: In order to protect views in and out of the development in the interests of visual amenity, to protect the significance of heritage assets and their settings, to align with the Station/River Major Opportunity Area requirements and to protect the amenity of the area, in accordance with Policies CC7, EN1, EN4, EN5, CR1, and CR2, CR10 and CR11 of the Reading Borough Local Plan 2019.

8. The maximum amount of development for each use/function, as specified, shall not exceed:

- Office (Class B1a use) 19,729 [nineteen thousand, seven hundred and twenty nine] square metres GEA;
- Residential Dwellings (Class C3 use) 55,705 [fifty five thousand, seven hundred and five] square metres GEA comprising no more than 620 [six hundred and twenty] dwellings;
- Flexible Retail (A1, or A2, or A3 uses), 1,752 [one thousand seven hundred and fifty two square metres] GEA;
- Community (Class D1 use) 198 [one hundred and ninety eight] square metres GEA;
- Health (Class D1 use) 579 [five hundred and seventy nine] square metres GEA;
- Basement car park function 2,303 [two thousand, three hundred and three] square metres GEA.

Reason: To ensure that the development is carried out in accordance with the approved details, in accordance with Policies CC6, H1, TR1, TR3, RL2, CR1 and CR11 of the Reading Borough Local Plan 2019.

9. Concurrently with the submission of the first Reserved Matters in respect of Appearance, a Design Code for the whole of the site shall be submitted to and be approved in writing by the Local Planning Authority.

Reason: In order to guide and ensure design quality across the whole of the site as part of the phased redevelopment of the site as hereby permitted, in accordance with Policies CC7, CR2 and CR11 of the Reading Borough Local Plan 2019.

10. Concurrently with the submission of the first Reserved Matters in respect of Appearance, a detailed Daylight and Sunlight assessment of future residential units within the development, including details of mitigation measures, shall be submitted

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to the Local Planning Authority for approval. The mitigation measures shall be provided in accordance with the approved mitigation details and timetable before first occupation of any part of the relevant Building. The mitigation measures shall be retained as approved at all times thereafter.

Reason: In the interests of the amenity of future occupiers of the development and the amenity of the surrounding area, in accordance with Policies EN16, CC8 and CR10 of the Reading Borough Local Plan 2019.

11. Concurrently with the submission of the first Reserved Matters in respect of Appearance, a wind tunnel testing assessment shall be undertaken for the Buildings and public realm and a report detailing the required mitigation shall be submitted to the Local Planning Authority for approval. Thereafter, there shall be no first public use of the public realm, or first occupation of any building within the relevant phase until the relevant wind/microclimate mitigation (in the form of landscaping, canopies or other structures, as may be required) has been planted/installed in accordance with the approved mitigation report. The wind/microclimate mitigation measures shall be retained and maintained as approved thereafter.

Reason: To ensure pedestrian and cyclist safety and comfort within the public realm areas of each Plot in accordance with Policies CC7, EN16, CR3 and CR10 of the Reading Borough Local Plan 2019.

12. No development within the relevant phase (a) phase 4, b) phase 6, in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') shall commence until a schedule of all materials to be used in the construction of the external surfaces of the development within that phase have been submitted to and approved in writing by the Local Planning Authority. Details shall include manufacturer's specification details of all external facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site - approved details to then be retained on site throughout the duration of the construction of the development within that phase). The development within that phase shall be carried out and thereafter maintained in accordance with the details approved.

Reason: These details are required due to insufficient information being contained within the application submission and in the interests of visual amenity and ensuring the new development responds positively to the local context and character in accordance with Policies CC7, CR2 and CR10 of the Reading Borough Local Plan 2019.

13. No development (barring demolition) shall commence until plans and details of building maintenance and cleaning systems in respect of each building shall be

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submitted to the Local Planning Authority for approval. The plans and details shall include all related plant, screens, rails, cradles, building maintenance units, etc. and how these aspects, where applicable, will be integrated within the relevant building(s). The development of the relevant building shall thereafter not be undertaken except in accordance with the approved building maintenance and cleaning system details and retained as such thereafter.

Reason: In the interests of the appearance and townscape impacts of the development, in accordance with Policies CC7, CR2 and CR10 of the Reading Borough Local Plan 2019.

14. No building within the relevant phase of development (a) phase 4, b) phase 6, in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') shall be first occupied until details of the hours of all non-residential and office uses on ground floors of the buildings within the relevant phase shall not be permitted for use by members of the public have been submitted to and approved in writing by the Local Planning Authority. No non-residential or office use within the relevant phase of the development shall operate except in accordance with the approved hours of use details at all times thereafter.

Reason: In the interests of residential amenity of neighbouring residential properties in accordance with Policies EN16 and CC8 of the Reading Borough Local Plan 2019.

15. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification) no change of use from a use granted by this permission to a dwelling or dwellings shall take place without the further grant of planning permission from the Local Planning Authority.

Reason: To ensure appropriate standards of design and amenity in respect of any additional dwellings formed within the development, in accordance with Policies CC2, CC7, CC8, EN15, EN16, H2, H5, H8, H10, TR5, CR2 and CR6 of the Reading Borough Local Plan 2019.

16. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification) no change of use to a Class C4 small house in multiple occupation shall take place without the further grant of planning permission from the Local Planning Authority.

Reason: To ensure appropriate standards of amenity for future occupiers in respect of the size of dwellings and the impacts on adjoining occupiers in accordance with Policies H5, H7, H8 and CC8 of the Reading Borough Local Plan 2019.

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17. No residential unit within the relevant phase of development (a) phase 4, b) phase 6, in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') shall be first occupied until details demonstrating that all proposed dwellings within the relevant phase will be accessible and adaptable in accordance with Part M4(2) of the Building Regulations, unless built in line with Part M4(3) and that across the development as a whole at least 31 (5%) of the dwellings will be wheelchair user dwellings in accordance with Part M4(3) of the Building Regulations, details of which have been submitted to and approved in writing by the Local Planning Authority. The relevant phase of the development shall be carried out in accordance with the approved details prior to first occupation of the relevant Building within the relevant phase of development and retained as approved at all times thereafter.

Reason: To provide a suitable standard of accommodation for future occupiers and 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 Policies CC8 and H5 of the Reading Borough Local Plan 2019.

18. No change to the residential dwelling unit mix - 72 x studio, 196 x 1 -bedroom, 320 x 2-bedroom and 32 x 3-bedroom units - shall be made to the development hereby permitted without written approval from the Local Planning Authority.

Reason: In order to ensure that the proposed development provides an appropriate range of housing opportunities / dwelling types to meeting requirements for different groups, in accordance with Policy H2 of the Reading Borough Local Plan 2019.

19. No development (barring demolition) shall commence on site until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that all of the dwellings hereby permitted will achieve 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) and commitment in writing that a S106 contribution will be made to the Local Authority to account for any remaining emissions. Such evidence shall be in the form of a 'Design Stage' Standard Assessment Procedure (SAP) Assessment, produced by an accredited energy assessor.

Reason: These details are required due to insufficient information being contained within this submission and in order to ensure that the development is carried out in accordance with sustainable building standards in accordance with Policies CC2 and H5 of the Reading Borough Local Plan 2019.

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20. The relevant residential building (a) Building A; B) Building B; c) Building D; d) Building TH1; e) Building E; f) Building F; g) Building G; h) Building H; i) Building TH2 - in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') within the development hereby permitted shall not be occupied until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that all of the dwellings hereby permitted within that Building 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) and a S106 contribution has been made to the Local Authority to account for any remaining emissions. 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 Policies CC2 and H5 of the Reading Borough Local Plan 2019.

21. No development within the relevant phase (in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') shall commence on site (barring demolition) until a copy of an Interim BREEAM Certificate in accordance with the BREEAM Sustainability Standard demonstrating compliance with a minimum standard of BREEAM Excellent rating in relation to the relevant use (a) office within phase 4; b) retail within phase 4; c) office within phase 6; d) retail in phase 6; e) community/health uses in phase 6) has been submitted to and approved in writing by the Local Planning Authority.

Reason: These details are required due to insufficient information being contained within this submission and in order to ensure that the development is carried out in accordance with sustainable building standards in accordance with Policy CC2 of the Reading Borough Local Plan 2019.

22. Within six months of the first occupation of the relevant non- residential use (a) office within phase 4; b) retail within phase 4; c) office within phase 6; d) retail in phase 6; e) community/health uses in phase 6) within the relevant phase (in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') of development hereby approved, a copy of a Final BREEAM Certificate, in accordance with the BREEAM Sustainability Standard following a post-construction stage review carried out by a licensed assessor, shall be submitted to and approved in writing by the Local Planning Authority, demonstrating that the relevant part of the development has attained as a minimum the standard set out in the corresponding Interim BREEAM Certificate referred to in condition 21.

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Reason: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policies CC2 and H5 of the Reading Borough Local Plan 2019.

23. Notwithstanding the roof plan hereby approved, prior to the commencement of development (barring demolition), full details of any roof mounted photovoltaic panels shall be submitted to and approved in writing by the Local Planning Authority. These details shall include a roof plan showing the location and position of the photovoltaics, their dimensions, manufacturer's specification, and ongoing maintenance arrangements. The approved photovoltaics shall thereafter be installed in accordance with these approved details and maintained in line with the manufacturer's specification thereafter.

Reason: These details are required due to insufficient information being contained within this submission and in order to incorporate measures to adapt to climate change in accordance with Policy CC3 of the Reading Borough Local Plan 2019.

24. No development (barring demolition) shall commence on site until a Sustainable Drainage Strategy (SuDS) 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:

- i. a timetable for its implementation, and
- ii. 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.

Prior to first use (phase 3) or occupation of the relevant building (phase 4 and phase 6) within the relevant phase (in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022'), the sustainable drainage scheme for a) phase 3 and b) the part of the site where the relevant building is located within phases 4 and 6, shall be completed in accordance with the submitted and approved details and shall be managed and maintained thereafter, in accordance with the agreed management and maintenance plan.

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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25. Prior to the first occupation of the relevant building within the relevant phase of the development hereby permitted (as per Phasing Plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022'), all flood mitigation and protection measures as contained within the Flood Risk Assessment by Lanmor Consulting Ref 181017/FRA/JR/RS/01 Rev A dated 02/05/2020 as received 04/06/2020 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.

26. Notwithstanding the provisions of Part 1, 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 development within Class A (enlargement, improvement or other alteration), Class B (enlargement of a dwellinghouse consisting of an addition or alteration to its roof), Class D (erection or construction of a porch outside any external door) or Class E (building or enclosure, swimming or other pool required for a purpose incidental to the enjoyment of the dwellinghouse) shall be carried out within the curtilage of any single dwellinghouse hereby permitted without express planning permission from the Local Planning Authority.

Reason: Due to the constrained nature of the site and as unrestricted development could harm the amenities of neighbouring properties through overlooking or being overbearing and harm the appearance of the main house and the area in general and should therefore be managed in accordance with Policies CC7, CC8 and CR2 of the Reading Borough Local Plan 2019.

27. Notwithstanding the provisions of Part 7, Schedule 2, Article 3, the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking or re-enacting that Order with or without modification) no development within Class A (extensions etc of shops or financial or professional services), Class F (extensions etc of office buildings) shall be carried out and no building or enclosures shall be erected or installed within the curtilage of the building(s) without the express planning permission from the Local Planning Authority.

Reason: In the interests of the amenities of neighbouring properties and to protect and maintain the character of the area in accordance with Policies CC7 and CR2 of the Reading Borough Local Plan 2019.

28. Notwithstanding the provisions of Class 12 of Schedule 3 of the Town and Country Planning (Control of Advertisements) Regulations 2007 (as amended), the non-

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residential units hereby approved shall retain 'active window displays' along the length of the frontages at ground floor level, without the installation of window vinyls, roller shutters, or similar which would obscure visibility between the public realm and the unit during the unit's operating hours.

Reason: in the interests of retaining a vibrant and attractive streetscene, integration with the public realm and improving active surveillance, in line with Policies CC7, OU5, CR7 and CR11 of the Reading Borough Local Plan 2019.

29. No dwelling/building hereby permitted (within the relevant phase of development - a) phase 4, b) phase 6, as per Phasing Plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') shall be occupied until details of all on-site play-space facilities serving the relevant phase of development 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, specifications and designs of the equipment, maintenance and management (including safety inspections) arrangements. The approved scheme shall be completed before occupation of the relevant adjacent block of residential accommodation (within the relevant phase of development) 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 to enhance the appearance of the development, in accordance with Policies CC7, CC8, EN9 and CR2 of the Reading Borough Local Plan (2019).

30. No further lights, meter boxes, flues, vents or pipes, 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.

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

31. Prior to the first use of the any office roof terrace area (a) Building C and b) Building J) hereby approved (as per Phasing Plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022'), details of measures to protect the residential amenity of future residential occupiers (e.g. screens / fencing boundary treatments from overlooking and noise/disturbance) shall be submitted to and approved in writing by the Local Planning Authority. The measures shall be carried out prior to the first use of the relevant roof terrace and retained thereafter. The roof terrace areas shall only be used in accordance with the measures approved.

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Reason: In the interests of the amenities of neighbouring properties and to protect and maintain the character of the area in accordance with Policies CC8 and CR6 of the Reading Borough Local Plan 2019.

32. No roof area of any building hereby permitted shall be used as balconies, roof gardens or similar amenity areas without the grant of further specific planning permission from the Local Planning Authority, unless where such areas are already specified for such use(s).

Reason: To safeguard the amenities of the adjoining premises from potential overlooking, loss of privacy and noise and disturbance, in accordance with Policies CC8 and CR6 of the Reading Borough Local Plan 2019.

33. No development (barring demolition) shall commence on site until a fire statement has been submitted to and approved in writing by the Local Planning Authority, in consultation with the Health and Safety Executive. The statement shall include:

- i. the principles, concepts and approach relating to fire safety that have been applied to each building in the development
- ii. the site layout
- iii. emergency vehicle access and water supplies for firefighting purposes
- iv. what, if any, consultation has been undertaken on issues relating to the fire safety of the development; and what account has been taken of this
- v. compliance statement in relation to policies relating to fire safety in relevant local development documents having been taken into account
- vi. 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.

The fire strategy for the relevant building shall be completed in accordance with the approved details prior to the first occupation of the relevant building in the development. The fire strategy shall be managed and maintained thereafter in accordance with the agreed strategy.

Reason: These details are required due to insufficient information being contained within this submission and in order to ensure the consideration of fire safety matters as they relate to land use planning are incorporated at the planning stage for schemes involving a relevant high-rise residential building and approved measures are completed and maintained in the future, in accordance with Policy CC8 of the Reading Borough Local Plan 2019 and the Town and Country Planning (Development

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Management Procedure and Section 62A Applications) (England) (Amendment) Order 2021.

34. \* No development shall commence on site, including any demolition or preparatory works, until a site specific Demolition and Construction Method Statement has been submitted to and been approved in writing by the Local Planning Authority. The Statement shall provide for:

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

The measures within the approved Statement shall be adhered to throughout the demolition and construction period.

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 Policies CC8, EN15, EN16 and TR3 of the Reading Borough Local Plan 2019.

35. No dwelling/building hereby permitted within the relevant phase of development (a) phase 4, b) phase 6, in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') shall be occupied until details are provided of how proposed doors shall open away from the highway, in accordance with a layout to be submitted to and approved in writing by the Local Planning Authority. The development shall take place in accordance with the approved details and maintained as such thereafter.

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Reason: In the interests of pedestrian and highway safety, in accordance with Policy TR3 of the Reading Borough Local Plan 2019.

36. The gradient of pedestrian and cycle ramps across the development shall not exceed 1 in 20 or 5%.

Reason: To ensure that adequate access for all pedestrians and cyclists to building and amenity areas is provided in accordance with Policy TR3 of the Reading Borough Local Plan 2019.

37. Prior to the first occupation of any non-residential unit a plan and details showing that cycle parking for the relevant retail / health / community centre use (as appropriate) can satisfactorily be provided on site in accordance with the Council's Revised Parking Standards and Design Supplementary Planning Document (2011) which is in the form of covered and conveniently located stores, shall have been submitted to and been approved in writing by the Local Planning Authority. The cycle parking spaces shall be provided in full accordance with the approved details prior to the first occupation of the relevant unit and thereafter kept free of obstruction and retained in accordance with the approved details and shall remain available for cycle parking at all times.

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

38. Prior to the first occupation of any residential unit at the site a plan and details showing how short stay visitor cycle parking spaces can satisfactorily be provided on site shall be submitted to and be approved in writing by the Local Planning Authority. The cycle parking spaces shall be provided in full accordance with the approved details prior to first occupation of any residential unit and thereafter kept free of obstruction and retained in accordance with the approved details and shall remain available for cycle parking at all times.

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

39. Prior to the first occupation of any residential dwelling in phase 4 (in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') hereby permitted, details of 94 vehicle parking spaces shall be submitted

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to and be approved in writing by the Local Planning Authority. The vehicle parking spaces(s) shall be provided in full accordance with the approved details prior to first occupation of any residential dwelling in phase 6 and thereafter shall be kept available for parking at all times thereafter.

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

40. Prior to the first occupation of any residential dwelling in phase 4 (in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') hereby permitted, details of the allocation of car parking spaces (for the proposed residential - market and affordable units, office, retail, car club, health, community and spaces for servicing) shall be submitted to and be approved in writing by the Local Planning Authority. The spaces shall be provided in accordance with the subsequently approved details and shall be kept available for vehicular parking for the approved use only at all times thereafter.

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

41. Prior to the first occupation of the relevant building (in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') plans and details of cycle parking spaces to serve the residential and office uses within the relevant building shall be submitted to and be approved in writing by the Local Planning Authority. The cycle parking spaces shall be provided in full accordance with the approved details prior to first occupation and thereafter kept free of obstruction and retained in accordance with the approved details and shall remain available for bicycle parking at all times thereafter.

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

42. Prior to first occupation of the relevant building (in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022'), details of the refuse and recycling facilities sufficient for the use(s) of the building shall be submitted to and be approved in writing by the Local Planning Authority. The approved

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details shall be fully implemented before first occupation or the use first commences of the relevant building, whichever is the sooner, and the areas of land so provided shall not be used for any purposes other than the storage (prior to disposal) or the collection of refuse and recycling and shall be thereafter retained and maintained as such.

Reason: In the interests of general amenity, to ensure convenience of arrangements for refuse and recycling storage and collection and to ensure that no obstruction is caused on the adjoining highway, in the interest of highway safety and in accordance with Policies CC7 and TR3 of the Reading Borough Local Plan 2019.

43. The existing access(es) to the site shall be stopped up and abandoned immediately after the new access has been brought into use. The footway(s) and verge shall be reinstated to the satisfaction of the Local Planning Authority.

Reason: In the interests of road safety and maintenance of the highway in accordance with Policies TR1 and TR3 of the Reading Borough Local Plan 2019.

44. Within 5 months of first occupation of both Building A and Building C (whichever is the later to be first occupied and buildings as per approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022'), 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 residential / office / retail uses, 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 Policy TR1 of the Reading Borough Local Plan 2019.

45. On the first anniversary of the approved Travel Plan, as per condition 44 above, and annually thereafter, an annual review of the Travel Plan shall be submitted to and be approved in writing by the Local Planning Authority. This shall include a detailed survey of the number of movements generated by the residential / office / retail uses and shall be compared with the initial survey carried out under the terms of condition 44 (the control level) and in the event of any reduction not being secured the developer, shall undertake whatsoever measures, as may first have been agreed in writing by the Local Planning Authority, as are necessary to cause a reduction in 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 Policy TR1 of the Reading Borough Local Plan 2019.

46. No residential unit hereby approved within the relevant phase (a) phase 4, b) phase 6, in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') shall be occupied until the Local Planning Authority has been notified in writing of the full postal address of the unit(s) hereby approved within the relevant phase. The notification shall be sent to the Local Planning Authority quoting the application reference specified on this Notice.

Reason: In order that the Council can update its records to ensure that parking permits are not automatically issued to the occupiers of the new residential units hereby approved, and thus ensure that the development does not harm the existing amenities of the occupiers of neighbouring residential properties by adding to the already high level of on street car parking in the area in accordance with Policies TR3 and TR5 of the Reading Borough Local Plan 2019.

47. Prior to the first occupation of any non-residential/ office unit hereby approved a Delivery and Servicing Plan to manage how vehicles shall access the unit without creating safety concerns and congestion based on the anticipated number of vehicle trips associated with delivery and servicing vehicles for the unit shall be submitted to the Local Planning Authority for approval in writing. Thereafter deliveries and servicing will only be carried out for the unit in accordance with the approved Delivery and Servicing Plan.

Reason: In the interests of the safety and convenience of all highway users and general amenity, in accordance with Policies CC7, CC8, TR3, TR5 and CR2 of the Reading Borough Local Plan 2019.

48. No dwelling within phase 4 (in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') shall be first occupied until 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 at a later date (if required), has been submitted to and approved in writing by the Local Planning Authority.

No dwelling within phase 4 of the approved development shall be first occupied until the scheme has been fully provided in accordance with the approved details. The spaces shall be maintained for vehicle charging and the relevant charging points and other cabling and infrastructure retained in accordance with the approved in

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accordance with the approved scheme (and the manufacturer's/installer's instructions, as may be relevant) at all times thereafter.

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

49. No development (barring demolition) shall take place until a detailed scheme, informed by an assessment of the current noise environment, for protecting the dwellings from the external noise environment of the area has been submitted to and approved, in writing, by the Local Planning Authority. The scheme itself shall be designed, specified and constructed so that the sound insulation performance of the structure and the layout of the dwellings are such that the indoor ambient noise levels do not exceed the values detailed in Table 4 of BS 8233:2014. Where opening windows will lead to an internal noise level increase of 5 dBA or greater above BS 8233:2014 recommended internal levels, the scheme shall include provision of alternative mechanical ventilation with minimum performance equivalent to a mechanical heat recovery (MVHR) system with cool air bypass as an alternative means of cooling and ventilation. Noise from the system should not result in BS8233 internal levels being exceeded.

Thereafter, the development shall not be carried out other than in accordance with the approved scheme, with the relevant works completed before the relevant part of the accommodation hereby approved is occupied and retained in accordance with the approved scheme thereafter.

Reason: These details are required due to insufficient information being contained within this submission and in order to protect the future amenities of occupiers and users from unreasonable noise disturbance emanating from outside the proposed buildings, in accordance with Policies CC8 and EN16 of the Reading Borough Local Plan 2019.

50. No externally located mechanical plant shall be installed until a noise assessment of the proposed mechanical plant has been submitted and approved by the Local Planning Authority. The assessment shall be carried out for in accordance with BS4142:2014 methodology. The predicted specific sound level (LAeq,TR) (with reference to BS:4142) as measured at a point 1 metre external to the nearest noise-sensitive facade shall be at least 10dB below the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The predicted rating level, LAr,Tr (specific sound level plus any adjustment for the characteristic features of the sound) as measured at a point 1 metre external to the nearest noise-sensitive facade (habitable window of a dwelling) shall not exceed the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in

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operation. The plant shall thereafter only be installed in accordance with the assessment and shall thereafter be maintained so that it operates to the same standard.

Reason: To safeguard the amenities of the adjoining land and the area generally, in accordance with Policies CC8 and EN17 of the Reading Borough Local Plan 2019.

51. No kitchen extraction system shall be installed until an odour assessment has been carried out and a detailed odour management plan to include scaled plans, odour control specifications and a maintenance plan has been submitted to and approved in writing by the Local Planning Authority. Reference shall be made to the DEFRA guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems (Jan 2005) when assessing potential odours and selecting appropriate odour control methods. Thereafter, the kitchen extraction system shall not be carried out other than in accordance with the approved scheme and shall thereafter be maintained so that it operates to the same standard.

Reason: These details are required due to insufficient information being contained within this submission and to safeguard the amenity of adjoining residential properties and to protect the general environment in accordance with Policies CC8 and EN15 of the Reading Borough Local Plan 2019.

52. \* No development shall commence on site including demolition and any preparatory works until an assessment of the nature and extent of contamination has been submitted to and 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:

- (i) a survey of the extent, scale and nature of contamination;
- (ii) 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 the wider environment and does not create undue risks to occupiers of the site or

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surrounding areas in accordance with Policy EN16 of the Reading Borough Local Plan 2019.

53. \* No development shall commence on site including demolition and any preparatory works 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 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. 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 Borough Local Plan 2019.

54. The approved remediation scheme under condition 53 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 construction above foundation level of the development.

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 Borough Local Plan 2019.

55. In the event that contamination is found at any time when carrying out the approved development not previously identified, development must be halted on that part of the site and it must be reported in writing to the Local Planning Authority.

Following that an assessment of the nature and extent of contamination must be undertaken and where remediation is necessary a remediation scheme, together with a timetable for its implementation, must be submitted to and approved in writing by the Local Planning Authority.

The measures in the approved remediation scheme must then be implemented in accordance with the approved timetable. Following completion of measures identified

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in the approved remediation scheme a validation report must be submitted to and 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 Borough Local Plan 2019.

56. The hours of noisy construction, demolition and associated deliveries shall be restricted to the hours of 08:00hrs to 18:00hrs Mondays to Fridays, and 09:00hrs to 13:00hrs on Saturdays, and not at any time on Sundays and Bank or Statutory Holidays.

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.

57. 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 Policies CC5, CC8 and EN15 of the Reading Borough Local Plan 2019.

58. No dwelling hereby permitted within the relevant phase of development (a) phase 4, b) phase 6, in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') shall be first occupied until details of measures to prevent pests and vermin accessing the bin store(s) have been submitted to and approved in writing by the Local Planning Authority. The approved bin storage, including pest and vermin control measures, shall be provided in accordance with the approved details prior to first occupation of any permitted dwelling within the relevant phase and shall not be used for any purpose other than bin storage at all times thereafter.

Reason: To ensure that adequate provision is made for the storage of refuse and that the facilities provided include suitable measures to prevent pests and vermin in accordance with Policies CC5 and CC8 of the Reading Borough Local Plan 2019.

59. Hours for deliveries and/or waste collection shall be restricted to 0800 to 2000 on Mondays to Saturdays and 1000 to 1800 on Sundays and Bank or Statutory Holidays.

Reason: In order to protect local residents from unreasonable disturbance arising from the use in accordance with Policy CC7 and CC8 of the Reading Borough Local Plan 2019.

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60. No development shall commence on site (barring demolition) until a detailed Air Quality Assessment to determine whether mitigation is required to protect the residents from the effects of poor air quality is submitted to and approved in writing by Local Planning Authority. Where this Air Quality Assessment identifies that future residents will be exposed to poor air quality, an air quality mitigation scheme shall accompany this assessment demonstrating sufficient mitigation to protect the occupants. The scheme shall be implemented as approved prior to the first occupation of the relevant part of the development and be retained as approved at all times thereafter.

Reason: These details are required due to insufficient information being contained within this submission and in order to protect the health of future occupants of the proposed development in accordance with Policies CC8 and EN15 of the Reading Borough Local Plan 2019.

61. Notwithstanding the plans hereby approved, no development shall commence on site (barring demolition) within the relevant phase of development (a) phase 3, b) phase 4, c) phase 6, in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') until a comprehensive scheme of hard and soft landscaping for the relevant phase has been submitted to and approved in writing by the Local Planning Authority. These details shall include:

- a. Proposed finished ground and floor levels or contours, means of enclosure (including mammal gaps where appropriate), car parking layouts, other vehicle and pedestrian access and circulation areas;
- b. Hard surfacing materials and minor artefacts and other ancillary structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting, external services, etc);
- c. Soft landscaping details shall include planting plan, specification (including cultivation and other operations associated with plant and grass establishment), tree pit specifications, schedules of plants, noting species, planting sizes and proposed numbers/densities where appropriate, and implementation timetable;
- d. A maintenance programme detailing all operations to be carried out in order to allow successful establishment of planting;
- e. routes and details of proposed and existing functional services above and below ground including foul and surface water drainage, soakaways and SUDs details, power, communications cables and water and gas supply pipelines, including access points;

The approved hard and soft landscaping scheme for the relevant phase shall be carried out in accordance with the approved details prior to the first occupation/use (as appropriate) of the relevant phase of the development (before the first use of a)

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phase 3, and before the first occupation or use of b) phase 4 and c) phase 6) or in accordance with a timetable approved in writing by the Local Planning Authority.

Any trees or plants which, within a period of 5 years from the date of planting, die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, to be agreed in writing by the Local Planning Authority.

Reason: These details are required prior to commencement of development (barring demolition) 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 Policies CC7 and CR2 of the Reading Borough Local Plan 2019.

62. Prior to the first occupation/use (as appropriate) of the development hereby approved within the relevant phase of development (a) phase 3, b) phase 4, c) phase 6, in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') a plan indicating the positions, design, materials and type of boundary treatment to be erected, shall be submitted to and approved in writing by the Local Planning Authority. Where appropriate the boundary treatment shall include the provision of mammal gaps. The boundary treatment shall be implemented in accordance with the approved plan before the relevant phase of the development is used (phase 3) or occupied (phases 4 & 6) and be retained as approved at all times thereafter.

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 Policies CC7 and EN12 of the Reading Borough Local Plan 2019.

63. Prior to the commencement of the development (barring demolition) within the relevant phase of development (a) phase 3, b) phase 4, c) phase 6, in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') a landscape management plan for that phase, including long term design objectives, management responsibilities, timescales and maintenance schedules for all landscape areas, other than privately owned, domestic gardens in relation to the townhouses hereby approved (in b) phase 4 - Building TH1, c) phase 6 - Building TH2, in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022'), shall be submitted to and approved in writing by the local planning authority. The landscape management plan for that phase shall thereafter be carried out in accordance with the approved details and for the period specified.

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Reason: In order to ensure that provision is made to allow satisfactory maintenance of the landscaping hereby approved in accordance with Policies CC7, EN12 and EN14 of the Reading Borough Local Plan 2019.

64. \* No development shall commence on site (including demolition or preparatory works) 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.

65. \* No development shall commence on site (including demolition or preparatory works) until details of a habitat enhancement scheme 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: Details are required prior to commencement as insufficient information has been submitted with the application and in order to avoid harm to habitats and species whilst securing biodiversity enhancement in the long term. This accords with Paragraph 180 of the NPPF (2021), 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.

66. Prior to the first occupation, or the use first commences within the relevant phase of development (whichever is the sooner) (a) phase 3, b) phase 4, c) phase 6, in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022', full details of all external lighting to be installed within the relevant phase of development shall be submitted to and approved in writing by the Local Planning Authority. The details shall include a plan indicating the locations of the lights, specifications, height, luminance; lens shape/beam pattern and orientation, any hoods/shades, and an isolux contour map to show light spill levels (down to 2 lux if operating between 23:00 and 07:00, or down to 10 lux if operating only between 07:00 and 23:00) and showing neighbouring buildings. The details shall demonstrate that light levels will not exceed the relevant guidance lux levels specified in the Institute of

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Lighting Professionals: Guidance Notes for the Reduction of Obtrusive Light GN01:2011 and shall also demonstrate how glare will be controlled. The approved scheme shall thereafter be installed before first occupation of the buildings (within phases 4 and 6) or use commenced (within phase 3) and the external lighting shall thereafter be maintained and operated in accordance with the approved details.

Reason: In order to protect the privacy and amenity of adjoining and future occupiers, enhance the appearance of the development and to ensure that wildlife is not adversely affected by the proposed development, in accordance with Policies CC7, CC8, EN12, EN16 and CR2 of the Reading Borough Local Plan 2019.

67. No residential property within the relevant phase of development (a) phase 4, b) phase 6, in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') shall be occupied until confirmation has been submitted to and approved in writing by the Local Planning Authority, in consultation with Thames Water, that either:- 1. all wastewater network upgrades required to accommodate the additional flows from the development have been completed; or- 2. a housing and infrastructure phasing plan has been agreed with Thames Water to allow additional properties to be occupied. Where a housing and infrastructure phasing plan is agreed, no occupation shall take place other than in accordance with the agreed housing and infrastructure phasing plan.

Reason: Thames Water advises that the development may lead to sewage flooding and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity is made available to accommodate additional flows anticipated from the new development, in accordance with Policies EN18, CC8 and CR11 of the Reading Borough Local Plan 2019.

68. No residential property within the relevant phase of development (a) phase 4, b) phase 6, in line with approved phasing plan 'A11113C2023 Rev P3 Proposed Phasing, as received on 22/02/2022') shall be occupied until confirmation has been submitted to and approved in writing by the Local Planning Authority, in consultation with Thames Water, that either:- 1. all water network upgrades required to accommodate the additional flows from the development have been completed; or - 2. a housing and infrastructure phasing plan has been agreed with Thames Water to allow additional properties to be occupied. Where a housing and infrastructure phasing plan is agreed, no occupation shall take place other than in accordance with the agreed housing and infrastructure phasing plan.

Reason: Thames Water advises that the development may lead to no / low water pressure and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity is made available to accommodate additional demand

Date:

A handwritten signature in black ink, appearing to be 'P. Ali'.

Assistant Director of Planning, Transport and  
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Handwritten initials 'RB' in black ink.





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anticipated from the new development, in accordance with Policies EN18, CC8 and CR11 of the Reading Borough Local Plan 2019.

69. No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the Local Planning Authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: Thames Water advises that the proposed works will be in close proximity to underground water utility infrastructure. Piling has the potential to impact on local underground water utility infrastructure, in accordance with Policies EN16, EN18, CC8 and CR11 of the Reading Borough Local Plan 2019.

70. No construction shall take place within 5m of the water main. Information detailing how the developer intends to divert the asset / align the development, so as to prevent the potential for damage to subsurface potable water infrastructure, must be submitted to and approved in writing by the Local Planning Authority in consultation with Thames Water prior to any construction works commencing. Any construction must be undertaken in accordance with the terms of the approved information. Unrestricted access must be available at all times for the maintenance and repair of the asset during and after the construction works.

Reason: Thames Water advises that the proposed works will be in close proximity to underground strategic water main, utility infrastructure. The works has the potential to impact on local underground water utility infrastructure, in accordance with Policies EN16, EN18, CC8 and CR11 of the Reading Borough Local Plan 2019.

71. No development, other than demolition down to ground level and excluding the breaking up and removal of floor slabs, foundations and other below ground obstructions, shall take place within the application site until the applicant, their agents or successors in title have a) secured and implemented a programme of archaeological field evaluation in accordance with a written scheme of investigation, which has been submitted by the applicant and approved in writing by the Local Planning Authority, in consultation with Berkshire Archaeology. The results of the evaluation will inform the preparation of b) a mitigation strategy which will be submitted by the applicant, approved in writing by the Local Planning Authority and carried out in accordance with the approved document prior to the commencement of the development, barring demolition to ground level and excluding the breaking up and removal of floor slabs, foundations and other below ground obstructions.

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Reason: These details are required due to insufficient information being contained within the application submission and because the site lies in an area of archaeological potential, as illustrated by the Berkshire Archaeology Historic Environment Record. Archaeological monitoring or evaluation must ensure preservation, either by record or in situ, of any heritage assets present on the site in a manner appropriate to their significance, in accordance with Policies EN1 and EN2 of the Reading Borough Local Plan 2019.

72. Prior to the commencement of works above slab level, written details of the security strategy, including a vehicle dynamics assessment and demonstrating how the development will achieve the Secured by Design award, shall be submitted to, and approved by the Local Planning Authority, in consultation with Thames Valley Police. The development shall be carried out in accordance with the approved details prior to the first occupation of the first use within the relevant building and the approved details shall be retained and maintained as such thereafter.

Reason: To ensure the development can be safely accessed by its intended users, to protect the amenity of future occupiers of the proposed development and in the interests of safeguarding the character and appearance of the buildings and the wider immediate area and in overall terms to reduce the opportunity for crime and the fear of crime and counter-terrorism through the creation of a safe and secure development in accordance with Policies CC7, CR2, CR3, CR10, and CR11 of the Reading Borough Local Plan 2019.

73. Concurrently with the submission of the first Reserved Matters in respect of Appearance, a detailed glint and glare study, including mitigation measures, shall be submitted to the Local Planning Authority for approval, in consultation with Network Rail. The glint and glare study shall include measures to disable risks of glare onto railway property / railway signals / the wider area from facades/windows. The development shall thereafter be carried out in accordance with the approved glint and glare study, with any mitigation measures in the approved scheme in place before the first occupation of the relevant building 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 CC8, TR1, TR3 and CR6 of the Reading Borough Local Plan 2019.

74. Prior to the commencement of any works (barring demolition to ground level), details of the following:

a) any excavations and earthworks

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b) vibro-compaction/displacement piling, including a method statement

c) drainage proposals

shall be submitted to and approved in writing by the local planning authority in conjunction with consultation from Network Rail (including the Network Rail's Asset Protection Engineers). The scheme shall be fully implemented in accordance with the approved details 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 CC8, EN16, EN18, TR1, TR3 and CR6 of the Reading Borough Local Plan 2019.

75. Piling using penetrative methods shall not be carried out other than in accordance with details submitted to and approved in writing by the Local Planning Authority, in conjunction with consultation with the Environment Agency. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the proposed piling, does not harm groundwater resources in line with paragraph 174 of the National Planning Policy Framework 2021. As piling can mobilise contamination vertically, the contaminative status of this parcel of land has to be established before the use of deep penetrative foundations on this site can be approved. This is also in accordance with Policies CC8, EN16 and CR6 of the Reading Borough Local Plan 2019.

76. No drainage systems for the infiltration of surface water to the ground are permitted other than with the written consent of the Local Planning Authority, in conjunction with consultation with the Environment Agency. Any proposals for such systems must be supported by an assessment of the risks to controlled waters. The development shall 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 174 of the National Planning Policy Framework. Until the contaminative status of this parcel of land in particular around the re-fuelling and vehicle maintenance depots is known, the surface water drainage plans for these parts of the site must not include the use of soakaways. This is also in accordance with Policies CC8, EN16 and CR6 of the Reading Borough Local Plan 2019.

#### INFORMATIVES

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1. The Local Planning Authority has worked positively and proactively with the applicant to resolve relevant matters to allow permission to be granted within the agreed extended timescale for the decision to be issued.
2. 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.
3. The occupiers of the residential unit(s) will not be automatically entitled to an on-street car parking permit. Current and new occupiers should be informed of this and be advised to find out more about parking permits on the Council's website. There is already a high level of on street car parking in the area and the site is located close to local facilities, with frequent public transport services on nearby roads.
4. 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.
5. 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.
6. 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.
7. You are advised that a record of adherence to the approved method statement and other required records are essential to allow the discharge of the condition at the end of the development. Failure to provide periodic photographic evidence may prevent the discharge of condition 63.
8. Civil Aviation Authority informative: Crane operations associated with planned developments, including lighting and notification, should be in accordance with the Civil Aviation Authority guidance on the subject, detailed in CAP 1096.
9. The proposed development is located within 15m of Thames Water's underground assets, as such the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings

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are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures.

<https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes> . Should you require further information please contact Thames Water. Email: [developer.services@thameswater.co.uk](mailto:developer.services@thameswater.co.uk)

10. Network Rail will be formally consulted on the future approval of details application in relation to the demolition and construction method statement. Network Rail advises that the proposed works are next to the electrified line and could potentially cause a risk to Network Rail's assets and rail safety, therefore the applicant/developer should contact Network Rail's Asset Protection Engineers at an early stage to discuss the detailed works and proposed demolition/construction methods so that risks can be considered by Network Rail and mitigation measures put in place. Contact to be made to [AssetProtectionWestern@Networkrail.co.uk](mailto:AssetProtectionWestern@Networkrail.co.uk)

Network Rail advises that, 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.

Network Rail advises that 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.

Network Rail advises that 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.

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Network Rail advises that 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.

Network Rail advises that 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.

Network Rail recommends that all buildings be situated at least 2 metres from the boundary fence, to allow construction and any future maintenance work to be carried out without involving entry onto Network Rail's infrastructure. Where trees exist on Network Rail land the design of foundations close to the boundary must take into account the effects of root penetration in accordance with the Building Research Establishment's guidelines.

Network Rail will be formally consulted on the future approval of details application in relation to excavations and earthworks. Network Rail advises that 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. Where development may affect the railway, consultation with the Asset Protection Engineer should be undertaken.

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

Network Rail advises that 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

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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.

Network Rail advises that the proposal must not interfere with or obscure any Network Rail signals that may be in the area.

Network Rail advises that 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. Network Rail also suggest the scheme provides soundproof windows, to ensure that any station noise can't be heard, such as the station's PA systems, fire alarms and trains. Network Rail therefore strongly recommend 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.

Network Rail recommend no trees are planted closer than 1.5 times their mature height to the boundary fence. Network Rail's advice guide on acceptable tree/plant species should be adhered to. Any tree felling works where there is a risk of the trees or branches falling across the boundary fence will require railway supervision.

Network Rail advises that 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.

Further to the glint and glare condition detailed above, any lighting associated with the development (including vehicle lights) must not interfere with the sighting of signalling apparatus and/or train drivers vision on approaching trains. The location and colour of lights must not give rise to the potential for confusion with the signalling arrangements on the railway.

11. The Environment Agency will be formally consulted on the contaminated land, piling and drainage system conditions recommended by the EA.

12. No advertisement consents are approved as part of this outline planning permission and you are advised that this outline permission is granted without prejudice to the possibility of requiring separate advertisement consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 (as amended).

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13. All land uses referred to are those which existed prior to the September 2020 Amendment to the Use Classes Order. This is because the application was received (and valid) prior to that date and the requirements are that the application should be determined on that basis. It is understood that once implemented and the relevant uses commenced they would then fall under the 'new' post-September 2020 version of the Use Class Order.

14. In accordance with Article 35 (DMPO 2015) some conditions have been highlighted (with a \*) 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.

15. Your attention is drawn to the terms and conditions of this permission. Any development which is carried out but which differs materially from the approved plans and details, or does not comply with any condition(s) or planning obligation(s) attached to the permission may result in the Council taking action to remedy the breach of planning control. If you are in any doubt please contact the Council.

16. Your attention is drawn to the requirement for submission of a Building Regulations application for the proposed development. Please contact RBC Building Control on [Building.control@reading.gov.uk](mailto:Building.control@reading.gov.uk) OR telephone 0118 9372449 9.00am to 1.00pm Monday to Friday.

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

[www.communities.gov.uk/publications/planningandbuilding/partywall](http://www.communities.gov.uk/publications/planningandbuilding/partywall)

18. 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 chargeable you will be sent a CIL Liability Notice with the calculated amount soon. CIL

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becomes payable on commencement of the development or by instalments. For more information go to:

[https://images.reading.gov.uk/2019/12/CIL\\_Advice\\_to\\_Applicants.pdf](https://images.reading.gov.uk/2019/12/CIL_Advice_to_Applicants.pdf)

DRAFT

Date:

A handwritten signature in blue ink, appearing to read 'Ali'.

Assistant Director of Planning, Transport and  
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A small, stylized handwritten mark or signature in blue ink, possibly 'AL'.

## 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](mailto: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.

## Schedule 4 - Triggers

### 1 Triggers

- 1.1 Subject to Paragraph 1.2 below, to provide the Council with no less than ten (10) Working Days prior written notice of the following events:
- (a) the First Trigger Date;
  - (b) the date when the first Reserved Matters Application is received by the Council pursuant to the Planning Permission;
  - (c) Commencement of the Development
  - (d) Implementation of the Planning Permission;
  - (e) the date that is three (3) months prior to Commencement of Phase 2;
  - (f) the date that is three (3) months prior to Commencement of Phase 4;
  - (g) the date that is three (3) months prior to Commencement of Phase 5;
  - (h) the date that is three (3) months prior to Commencement of Phase 6;
  - (i) Commencement of each Phase;
  - (j) the date that is three (3) months prior to first Occupation of Phase 4;
  - (k) the date that is three (3) months prior to first Occupation of Phase 6;
  - (l) first Occupation of each Building (or part of each Building);
  - (m) first Occupation of each Residential Unit;
  - (n) the date that is three (3) months prior to any Transfer Date;
  - (o) Practical Completion of Phase 3;
  - (p) Practical Completion of Phase 4;
  - (q) first Occupation of Phase 3;
  - (r) first Occupation of Phase 4;
  - (s) first Occupation of Phase 6;
  - (t) Practical Completion of the Public Realm Areas;
  - (u) Occupation of the first Market Unit in Phase 6;
  - (v) Occupation of fifty percent (50%) of the Market Units;
  - (w) Occupation of sixty percent (60%) of the Market Units in Phase 6;
  - (x) the Second Trigger Date;
  - (y) Occupation of eighty-five percent (85%) of the Market Units; and
  - (z) Occupation of ninety percent (90%) of the Residential Units.



- 1.2 If any of the events listed in Paragraph 1.1 above are to occur within ten (10) Working Days of the Effective Date, to provide the Council with prior written notice of that event as soon as possible but it is agreed that such notice does not need to be given ten (10) Working Days in advance.

## **Schedule 5 – Contributions**

- 1 TRO Contribution**
- 1.1 Not to Commence (nor permit the Commencement of) the Development unless and until the TRO Contribution has been paid in full to the Council.
- 2 Underpass Contribution**
- 2.1 Not to Commence (nor permit the Commencement of) the Development unless and until the Underpass Contribution has been paid in full to the Council; and
- 3 Public Open Space Contribution**
- 3.1 Not to Occupy (nor permit the Occupation of) the first Residential Unit unless and until the Public Open Space Contribution has been paid in full to the Council.

## Schedule 6 - Public Realm

### 1 Public Realm

- 1.1 Not to Occupy (or permit to be Occupied) Phase 4 unless and until the Public Realm Areas for Phase 3 and Phase 4 have been Practically Completed and are available for use, unless otherwise Approved by the Council.
- 1.2 Not to Occupy (or permit to be Occupied) Phase 6 unless and until the Public Realm Areas have been Practically Completed and are available for use unless otherwise Approved by the Council.
- 1.3 To maintain at its own cost the Public Realm Areas to at least the standards reasonably required by the Council for the lifetime of the Development PROVIDED THAT:
- (a) this paragraph shall only apply to those parts of the Public Realm Areas which are also highway maintainable at the public expense to the extent the Council (in its capacity as the highway authority) has granted all necessary rights and authorisations to maintain those areas of highway (by way of the Licence or Highway Agreement or otherwise) and those rights have not been withdrawn;
- 1.4 before commencing any works on, over or under those parts of the Public Realm Areas which are also highway maintainable at the public expense, the Owner shall apply to the Council (in its capacity as the highway authority) for (and obtain) all necessary rights and authorisations to carry out and/or maintain all such works. Following Practical Completion of the Public Realm Areas, to permit the public pedestrian and cycle access to the Public Realm Areas twenty-four (24) hours per day PROVIDED THAT:
- (a) it is agreed by the Council and the Owner that there is no intention to create any public rights of way over the Public Realm Areas (and that the access of the public to the Public Realm Areas shall be in common with the rights of all persons having rights over them);
  - (b) notwithstanding anything contained in this Schedule the Owner may from time to time prevent or restrict access to the Public Realm Areas (or any part of them) but only for so long as is reasonably necessary for the following purposes:
    - (i) the maintenance of the Public Realm Areas (or any part of them);
    - (ii) the laying, construction, inspection, maintenance, repair or renewal of any Building or any Services or Service Media serving such Building on land adjoining the Public Realm Areas (or any part of them) including the erection of scaffolding;
    - (iii) the rebuilding or redevelopment of any part(s) of the land adjoining the Public Realm Areas;
    - (iv) in cases of emergency threatening danger to the public or in the interests of security;
    - (v) for any other sufficient cause Approved in advance by the Council;



- (vi) servicing of the Application Land;
- (vii) closure for twenty-four (24) hours each year to prevent the creation of any public rights of way over the Public Realm Areas (or any part of them);
- (viii) closure to allow the Owner and/or its contractors or Occupiers of the Application Land to carry out maintenance, cleaning, remedial works and other necessary works to the relevant areas and/or the parts of the Application Land or other developments abutting such areas (including works of shop-fitting or other structural or non-structural works and/or alterations);

PROVIDED THAT the Owner shall not (without the prior Approval of the Council) prevent or restrict access to the Public Realm Areas (or any part of them) for: (i) a continuous period of five (5) Working Days; or (ii) more than twenty (20) Working Days in any calendar year; and

- (c) the Owner may:
  - (i) impose reasonable management procedures so as to ensure that any use of cycles over the Public Realm Areas is safe provided that cyclists are not unreasonably impeded or restricted in their passage over the Public Realm Areas; and
  - (ii) use parts of the Public Realm Areas in connection with any adjoining commercial units for external furniture (such as tables and chairs) subject to obtaining the prior Approval of the Council.

## **Schedule 7 - Employment Skills and Training**

- 1 Construction ESP (Phase 2 and Phase 4)**
- 1.1 Not to Commence (or permit the Commencement of) Phase 2 or Phase 4 (whichever is the earlier) unless and until:
- (a) Paragraphs 1.4 and 1.5 below have been complied with; or
  - (b) the Owner gives written notice to the Council that, in respect of Phase 2 and Phase 4, it wishes to pay the Construction ESP Contribution in lieu of its obligation to prepare the Construction ESP (in which case Paragraphs 1.2 and 1.3 below shall apply).
- 1.2 If, in respect of Phase 2 or Phase 4 (whichever is the earlier), the Owner gives written notice to the Council that it wishes to pay the Construction ESP Contribution:
- (a) to pay the relevant Construction ESP Contribution to the Council at least three (3) months before Commencement of Phase 2 or Phase 4 (whichever is the earlier); and
  - (b) not to Commence Phase 2 or Phase 4 (as the case may be) unless and until the Construction ESP Contribution in respect of Phase 2 and Phase 4 has been paid to the Council in full.
- 1.3 On payment of the Construction ESP Contribution in respect of Phase 2 and Phase 4 in accordance with Paragraph 1.2 above the provisions of Paragraphs 1.4 to 1.7 below shall absolutely determine and cease to be of any further legal effect.
- 1.4 No later than three (3) months prior to Commencement of Phase 2 or Phase 4 (whichever is the earlier), to submit the Construction ESP in respect of Phase 2 and Phase 4 to the Council for Approval.
- 1.5 Subject to Paragraph 1.3 above, not to Commence Phase 2 or Phase 4 (whichever is the earlier) unless and until the Construction ESP in respect of Phase 2 and Phase 4 has been Approved.
- 1.6 Not to construct Phase 2 and Phase 4 otherwise than in accordance with the Construction ESP for Phase 2 and Phase 4 as Approved by the Council pursuant to Paragraph 1.5 PROVIDED THAT for the avoidance of any doubt this obligation shall continue until Practical Completion of Phase 2 and Phase 4.
- 1.7 In carrying out its obligations under Paragraphs 1.4 to 1.6 above, to cooperate with the Council and its Partner Organisation in the preparation of, and compliance with, the Construction ESP for Phase 2 and Phase 4 as Approved by the Council.
- 2 Construction ESP (Phase 5 and Phase 6)**
- 2.1 Not to Commence (or permit the Commencement of) Phase 5 or Phase 6 (whichever is the earlier) unless and until:
- (a) Paragraphs 2.4 and 2.5 below have been complied with; or

- (b) the Owner gives written notice to the Council that, in respect of Phase 5 and Phase 6, it wishes to pay the Construction ESP Contribution in lieu of its obligation to prepare the Construction ESP (in which case Paragraphs 2.2 and 2.3 below shall apply).
- 2.2 If, in respect of Phase 5 or Phase 6 (whichever is the earlier), the Owner gives written notice to the Council that it wishes to pay the Construction ESP Contribution:
  - (a) to pay the relevant Construction ESP Contribution to the Council at least three (3) months before Commencement of Phase 5 or Phase 6 (whichever is the earlier); and
  - (b) not to Commence Phase 5 or Phase 6 (as the case may be) unless and until the Construction ESP Contribution in respect of Phase 5 and Phase 6 has been paid to the Council in full.
- 2.3 On payment of the Construction ESP Contribution in respect of Phase 5 and Phase 6 in accordance with Paragraph 2.2 above the provisions of Paragraphs 2.4 to 2.7 below shall absolutely determine and cease to be of any further legal effect.
- 2.4 No later than three (3) months prior to Commencement of Phase 5 or Phase 6 (whichever is the earlier), to submit the Construction ESP in respect of Phase 5 and Phase 6 to the Council for Approval.
- 2.5 Subject to Paragraph 2.3 above, not to Commence Phase 5 or Phase 6 (whichever is the earlier) unless and until the Construction ESP in respect of Phase 5 and Phase 6 has been Approved.
- 2.6 Not to construct Phase 5 and Phase 6 otherwise than in accordance with the Construction ESP for Phase 5 and Phase 6 as Approved by the Council pursuant to Paragraph 2.5 PROVIDED THAT for the avoidance of any doubt this obligation shall continue until Practical Completion of Phase 5 and Phase 6.
- 2.7 In carrying out its obligations under Paragraphs 2.4 to 2.6 above, to co-operate with the Council and its Partner Organisation in the preparation of, and compliance with, the Construction ESP for Phase 5 and Phase 6 as Approved by the Council.

### 3 **End User ESP (Phase 4)**

- 3.1 Not to Occupy (or permit the Occupation of) any Commercial Unit of Phase 4 unless and until:
  - (a) Paragraphs 3.4 and 3.5 below have been complied with; or
  - (b) the Owner gives written notice to the Council that, in respect of Phase 4, it wishes to pay the End User ESP Contribution in lieu of its obligation to prepare the End User ESP (in which case Paragraphs 3.2 and 3.3 below shall apply).
- 3.2 If the Owner gives written notice to the Council that it wishes to pay the End User ESP Contribution in respect of Phase 4, then the Owner shall:
  - (a) pay the End User ESP Contribution to the Council at least three (3) months prior to the first Occupation of Phase 4; and



- (b) not Occupy (or permit an End User(s) to Occupy) Phase 4 unless and until the End User ESP Contribution has been paid to the Council in full.
- 3.3 On payment of an End User ESP Contribution in respect of Phase 4 in accordance with Paragraph 3.2 above the provisions of Paragraphs 3.4, 3.5, 3.6 and 3.8 below shall absolutely determine and cease to be of any further legal effect.
- 3.4 If the Owner does not give notice as described in Paragraph 3.1 above, then at least three (3) months prior to the proposed first Occupation of Phase 4, to submit the End User ESP in respect of Phase 4 to the Council for Approval.
- 3.5 Not to Occupy (or permit an End User(s) to Occupy) Phase 4 unless and until the End User ESP in respect of Phase 4 has been Approved.
- 3.6 If the End User ESP is Approved by the Council under Paragraph 3.5 above, then:
- (a) where Phase 4 (or part of Phase 4) is Occupied by the Owner, then the Owner shall implement, observe, monitor and comply with the Approved End User ESP in respect of Phase 4 to the reasonable satisfaction of the Council; and
  - (b) where Phase 4 (or part of Phase 4) is Occupied by an End User(s) other than the Owner, then the Owner shall use reasonable endeavours to ensure that the End User(s) shall implement, observe, monitor and comply with the Approved End User ESP relating to Phase 4 to the reasonable satisfaction of the Council.
- 3.7 This Paragraph 3 shall apply only in respect of the first Non-Residential Lessee to Occupy Phase 4 and each and every part of it.
- 3.8 In carrying out its obligations under Paragraphs 3.4, 3.5 and 3.6 above, to cooperate with the Council and its Partner Organisation in the preparation of, and compliance with the End User ESP as Approved by the Council.
- 3.9 This Paragraph 3 shall not apply:
- (a) to any Non-Residential Lease in Phase 4 that (when aggregated with all other Non-Residential Lease(s) granted to the same Non-Residential Lessee in Phase 4 is less than six hundred square metres (600 sqm) Gross Internal Area; and
  - (b) in respect of any Non-Residential Floorspace where the Non-Residential Lessee of that Non-Residential Floorspace has, prior to its Occupation of the relevant Non-Residential Floorspace in Phase 4, satisfied the Council that it has in place and shall implement alternative training and employment initiatives that have been Approved by the Council.

#### **4 End User ESP (Phase 6)**

- 4.1 Not to Occupy (or permit the Occupation of) Phase 6 unless and until:
- (a) Paragraphs 4.4 and 4.5 below have been complied with; or
  - (b) the Owner gives written notice to the Council that, in respect of Phase 6, it wishes to pay the End User ESP Contribution in lieu of its obligation

to prepare the End User ESP (in which case Paragraphs 4.2 and 4.3 below shall apply).

- 4.2 If the Owner gives written notice to the Council that it wishes to pay the End User ESP Contribution in respect of Phase 6, then the Owner shall:
- (a) pay the End User ESP Contribution to the Council at least three (3) months prior to the first Occupation of Phase 6; and
  - (b) not Occupy (or permit an End User(s) to Occupy) Phase 6 unless and until the End User ESP Contribution has been paid to the Council in full.
- 4.3 On payment of an End User ESP Contribution in respect of Phase 6 in accordance with Paragraph 4.2 above the provisions of Paragraphs 4.4, 4.5, 4.6 and 4.8 below shall absolutely determine and cease to be of any further legal effect.
- 4.4 If the Owner does not give notice as described in Paragraph 4.1 above, then at least three (3) months prior to the proposed first Occupation of Phase 6, to submit the End User ESP in respect of Phase 6 to the Council for Approval.
- 4.5 Not to Occupy (or permit an End User(s) to Occupy) Phase 6 unless and until the End User ESP in respect of Phase 6 has been Approved.
- 4.6 If the End User ESP is Approved by the Council under Paragraph 4.5 above, then:
- (a) where Phase 6 (or part of Phase 6) is Occupied by the Owner, then the Owner shall implement, observe, monitor and comply with the Approved End User ESP in respect of Phase 6 to the reasonable satisfaction of the Council; and
  - (b) where Phase 6 (or part of Phase 6) is Occupied by an End User(s) other than the Owner, then the Owner shall use reasonable endeavours to ensure that the End User(s) shall implement, observe, monitor and comply with the Approved End User ESP relating to Phase 6 to the reasonable satisfaction of the Council.
- 4.7 This Paragraph 4 shall apply only in respect of the first Non-Residential Lessee to Occupy Phase 6 and each and every part of it.
- 4.8 In carrying out its obligations under Paragraphs 4.4, 4.5 and 4.6 above, to cooperate with the Council and its Partner Organisation in the preparation of, and compliance with the End User ESP as Approved by the Council.
- 4.9 This Paragraph 4 shall not apply:
- (a) to any Non-Residential Lease in Phase 6 that (when aggregated with all other Non-Residential Lease(s) granted to the same Non-Residential Lessee in Phase 6 is less than six hundred square metres (600 sqm) Gross Internal Area; and
  - (b) in respect of any Non-Residential Floorspace where the Non-Residential Lessee of that Non-Residential Floorspace has, prior to its Occupation of the relevant Non-Residential Floorspace in Phase 6, satisfied the Council that it has in place and shall implement alternative training and employment initiatives that have been Approved by the Council.

5 **ESP Monitoring Fees**

- 5.1 To pay to the Council the relevant ESP Monitoring Fees for each ESP Approved by the Council, as calculated by the Council in accordance with both the Employment Skills and Training SPD and the programme for payment set out in each ESP as Approved by the Council.



## **Schedule 8 – Public Art**

- 1 Public Art Scheme**
- 1.1 Within three (3) months of Commencement of the Development to submit the Public Art Scheme for Approval by the Council.
- 1.2 Not to amend the Public Art Scheme, as Approved by the Council pursuant to Paragraph 1.1 above, without the further Approval of the Council.
- 1.3 To Practically Complete the public art, cultural and community benefits as set out in the Public Art Scheme as Approved by the Council.

## Schedule 9 - CCTV

### 1 CCTV

- 1.1 Not to Occupy (or permit to be Occupied) Phase 3 (or any part of it) pursuant to the Planning Permission unless and until a CCTV Scheme in respect of Phase 3 has been submitted to the Council and Approved.
- 1.2 Unless otherwise Approved by the Council, not to Occupy (or permit to be Occupied) Phase 3 (or any part of it) otherwise than in accordance with the CCTV Scheme, as Approved by the Council, in respect of Phase 3.
- 1.3 Not to Occupy (or permit to be Occupied) each Building in Phase 4 and Phase 6 (or any part of each of them) unless and until:
  - (a) a CCTV Scheme in respect of that Building and the adjacent Public Realm Areas (which may relate also to other Buildings or parts of Buildings and associated Public Realm Areas) has been submitted to the Council and Approved; and
  - (b) the apparatus referred to in the CCTV Scheme, as Approved by the Council, in respect of that Building including adjacent Public Realm Areas has been installed and is operational.
- 1.4 Unless otherwise Approved by the Council, not to Occupy (or permit to be Occupied) each Building (or any part of it) in Phase 4 and Phase 6 otherwise than in accordance with the CCTV Scheme, as Approved by the Council, in respect of that Building.

## **Schedule 10 – Community Centre and Health Centre**

### **1 Community Centre**

- 1.1 Not to use the Community Centre Area (or any part of it) otherwise than for a Community Centre Use for the lifetime of the Development.

### **2 Health Centre**

- 2.1 Not to use the Health Centre Area (or any part of it) otherwise than for a Health Centre Use for the lifetime of the Development.

## **Schedule 11 – Zero Carbon Offset**

### **1 Zero Carbon Offset**

- 1.1 To ensure a minimum of thirty-five percent (35%) improvement in regulated emissions over the target emissions rate as set out in the 2013 Building Regulations is provided for in each and every Residential Unit.
- 1.2 No later than six (6) months after first Occupation of each Residential Unit, to submit the standard assessment procedure (as set out in the Building Regulations 2013) calculations for that Residential Unit to the Council for Approval PROVIDED THAT such assessment shall comply with the requirements of the SPD.
- 1.3 No later than three (3) months after the Council's Approval of the standard assessment procedure calculation in respect of the relevant Residential Unit pursuant to Paragraph 1.2 above, to pay the Zero Carbon Offset Contribution in respect of that Residential Unit to the Council.



## Schedule 12 - Affordable Housing

- 1 **Affordable Housing**
- 1.1 To Practically Complete (at its own cost and expense) the Affordable Housing Units in accordance with this Schedule.
- 1.2 Unless otherwise Approved by the Council, to Practically Complete (at its own cost and expense) the Affordable Housing Units in accordance with:
  - (a) the Planning Permission;
  - (b) the Standards; and
  - (c) the Affordable Housing Mix.
- 1.3 Not to Occupy (or permit to be Occupied) more than sixty percent (60%) of the Market Units in Phase 6 unless and until all the Affordable Housing Units have been:
  - (a) Practically Completed in accordance with the Affordable Housing Mix and are available for Occupation; and
  - (b) Transferred to a Housing Association or Registered Provider or Transferred pursuant to Paragraph 1.9,or as otherwise Approved by the Council.
- 1.4 To provide the Council with no less than ten (10) Working Days':
  - (a) prior written notice of the proposed Transfer pursuant to Paragraph 1.3(b) above; and
  - (b) written notice of the Transfer having been completed pursuant to Paragraph 1.3(b) above.
- 1.5 Not to Transfer the Affordable Housing Units (or any individual Affordable Housing Unit) to a Registered Provider or a Housing Association otherwise than with the benefit of the following:
  - (a) full and free rights of access (both pedestrian and vehicular) from the public highway to the Affordable Housing Unit(s); and
  - (b) full and free rights to such Services as are reasonably necessary for the enjoyment of the Affordable Housing Unit(s) provided that all such Services shall be connected to the mains; and
  - (c) a reservation of all rights of access, support and entry together with the passage of Services and all other rights that are reasonably necessary for the purposes of the remainder of the Development.
- 1.6 Not to use (or permit to be used) the Affordable Housing Units except for the provision of Affordable Housing in accordance with the Planning Permission and the obligations, stipulations and other matters set out in this Agreement.
- 1.7 Upon the date that is three (3) months prior to the Transfer Date, to notify the Council in writing if the Owner is not in contract for the Transfer of any of the Affordable Housing Units to a Housing Association or a Registered Provider.

- 1.8 No later than ten (10) Working Days after the Transfer Date, to:
- (a) notify the Council in writing if any of the Affordable Housing Units have not at that time been Transferred to a Housing Association or a Registered Provider PROVIDED THAT such notification shall be supported by detailed evidence to demonstrate that the Owner has used reasonable endeavours to Transfer the Affordable Housing Units to at least three (3) Housing Associations and/or Registered Providers; and
  - (b) provide the Council with a period of time (being no less than three (3) months) within which to:
    - (i) identify an alternative Housing Association(s) and/or Registered Provider(s) to which the Affordable Housing Units should be offered to be Transferred; or
    - (ii) confirm that it would be prepared to accept a Transfer of the Affordable Housing Units in its capacity as local housing authority.

- 1.9 If:
- (a) the Transfer to a Housing Association or a Registered Provider of any of the Affordable Housing Units identified at Paragraph 1.8(a) has not occurred; and
  - (b) the Council (acting reasonably) is satisfied that the Owner has used reasonable endeavours to Transfer the Affordable Housing Units to at least three (3) Housing Associations and/or Registered Providers,

then the Owner shall offer the relevant Affordable Housing Units to be Transferred (at the Affordable Housing Price and on reasonable terms) to:

- (i) the alternative Housing Association(s) or Registered Provider(s) identified by the Council; or
- (ii) the Council in its capacity as local housing authority,

in accordance with the notice received from the Council pursuant to Paragraph 1.8 above.

- 1.10 In the event that Paragraphs 1.8 and 1.9 above apply and:
- (a) the Council has not identified a relevant Housing Association(s) or Registered Provider(s) for Transfer of the relevant Affordable Housing Units within three (3) months of receipt of the notice from the Owner pursuant to Paragraph 1.8 above; or
  - (b) the Council does identify a Registered Provider(s) or Housing Association(s) but that Registered Provider(s) or Housing Association(s) does not accept the offer of a Transfer of the relevant Affordable Housing Units (at the Affordable Housing Price and on reasonable terms); or
  - (c) the Council confirmed that it would be prepared to accept a Transfer of the Affordable Housing Units in its capacity as local housing authority but has not accepted the offer of a Transfer of the relevant Affordable

Housing Units (at the Affordable Housing Price and on reasonable terms) (as the case may be),

in each case within six (6) months of the notice from the Owner pursuant to Paragraph 1.8 above, to submit the Affordable Housing Valuation for Approval by the Council PROVIDED THAT the Affordable Housing Valuation shall be submitted to the Council no later than seven (7) months after the Transfer Date (or such other period as is Approved by the Council) PROVIDED FURTHER THAT if the Affordable Housing Valuation is not Approved by the Council it shall be referred for determination by an Expert pursuant to Clause 7.15 of this Agreement.

- 1.11 If Paragraph 1.10 above applies, not to Occupy (or permit to be Occupied) more than eighty-five percent (85%) of the Market Units unless and until the Affordable Housing Contribution has been paid to the Council in full.
- 1.12 Upon payment of the Affordable Housing Contribution pursuant to Paragraph 1.11 above, the obligations in this Paragraph 1 shall absolutely determine and cease to be of any further legal effect insofar as they are binding on any Affordable Housing Unit to which the Affordable Housing Contribution relates and for the avoidance of doubt any exchange of contracts shall no longer be required.
- 1.13 The restrictions contained in this Schedule 12 shall not be binding on a chargee, mortgagee (or any receiver (including an administrative receiver) appointed by such charge or mortgagee or any other person appointed under any security documentation to enable such chargee or mortgagee to realise its security or any administrator (however appointed) including a housing administrator (each a **Receiver**) of the whole or any part of the Affordable Housing Unit(s) or any persons or bodies deriving title through such chargee, mortgagee and/or receiver PROVIDED THAT:
- (a) such chargee, mortgagee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Unit(s) (the **RP Notice**);
  - (b) if the Council provides written notice to the chargee, mortgagee or Receiver that the Transfer of the Affordable Housing Units can be made to another Housing Association or Registered Provider or to the Council within three (3) months of the date of the RP Notice, then the chargee, mortgagee or Receiver shall use reasonable endeavours over that period to complete a Transfer of the Affordable Housing Unit(s) to another Housing Association or Registered Provider or 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, costs and expenses; and
  - (c) if such Transfer has not been completed within the said three (3) month period, then the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Unit(s) free from the obligations contained within this Schedule 12 and these provisions shall absolutely determine and cease to be of any further legal effect.
- 1.14 The restrictions contained in this Schedule 12 shall not be binding upon any person acquiring a statutory right to buy or acquire or through any voluntary purchase scheme promoted by Homes England and/or any other public body or any such person's mortgagee or chargee or any successors of title or

person deriving title from the same and shall cease to apply to any Shared Ownership Unit where a Housing Association or Registered Provider (as the case may be) disposes of one hundred percent (100%) of the equity in such Shared Ownership Unit.



## **Schedule 13 – Viability Reviews**

### **1 First Viability Review**

1.1 To either:

- (a) comply with paragraph 2 below and undertake the First Viability Review (Option 1); or
- (b) comply with paragraph 3 below and undertake the First Viability Review (Option 2),

whichever is the later to occur.

### **2 First Viability Review (Option 1)**

2.1 To undertake the First Viability Review (Option 1) as part of the submission of the first (1<sup>st</sup>) Residential Reserved Matters Application to the Council.

2.2 As part of the submission of the first (1<sup>st</sup>) Residential Reserved Matters Application pursuant to paragraph 2.1 above, to submit an Updated Viability Appraisal and Supporting Evidence to the Council for Approval.

2.3 To pay the Council's reasonable costs that are properly incurred in commissioning an independent review of the Updated Viability Appraisal (as submitted pursuant to paragraph 2.2 above) if the Council considers it necessary to do so in order properly to assess the Updated Viability Appraisal.

### **3 First Viability Review (Option 2)**

3.1 No earlier than the First Trigger Date and no later than twenty (20) Working Days after the First Trigger Date, to submit an Updated Viability Appraisal and Supporting Evidence to the Council for Approval.

3.2 To pay the Council's reasonable costs that are properly incurred in commissioning an independent review of the Updated Viability Appraisal (as submitted pursuant to paragraph 3.1 above) if the Council considers it necessary to do so in order properly to assess the Updated Viability Appraisal.

3.3 To provide any further information that is required by the Council pursuant to Paragraph 2.1 of Schedule 18 no later than twenty (20) Working Days following such notification from the Council PROVIDED THAT this process shall continue until the Council is satisfied that it has sufficient information properly to determine the relevant Updated Viability Appraisal.

### **4 Provision of Additional Affordable Housing and/or Payment of a Deferred Contribution**

4.1 Where an Updated Viability Appraisal, as Approved by the Council or the independent assessor (as the case may be) pursuant to Paragraph 2 or 3 above (as the case may be), identifies a Surplus, to provide the Additional Affordable Housing Units and/or pay the Deferred Contribution in accordance with this Paragraph 4.

- 4.2 No later than two (2) months after approval of the Updated Viability Appraisal pursuant to Paragraph 2 or 3 above (as the case may be), to submit the Affordable Housing Notice for Approval by the Council PROVIDED THAT:
- (a) the Owner shall not be obliged to provide more than the Deferred Contribution Cap; and
  - (b) if the provision of the Additional Affordable Housing Units and payment of a Deferred Contribution (as the case may be) in accordance with the Affordable Housing Notice as Approved by the Council is sufficient to achieve the Deferred Contribution Cap, then Paragraphs 5, 6 and 7 below shall absolutely determine and cease to be of any further legal effect.
- 4.3 To provide the Additional Affordable Housing Units and/or pay the Deferred Contribution in accordance with the Affordable Housing Notice as Approved by the Council pursuant to Paragraph 4.2 above.
- 4.4 Not to Occupy (or permit to be Occupied) more than fifty percent (50%) of the Market Units unless and until:
- (a) the Additional Affordable Housing Units have been Practically Completed and are available for Occupation; and
  - (b) the Additional Affordable Housing Units have been Transferred to a Registered Provider or a Housing Association; and/or
  - (c) the Deferred Contribution has been paid in full to the Council.
- 4.5 To provide the Council with no less than ten (10) Working Days':
- (a) prior written notice of the proposed Transfer pursuant to Paragraph 4.4 above; and
  - (b) written notice of the Transfer having been completed pursuant to Paragraph 4.4 above.
- 4.6 Not to Transfer the Additional Affordable Housing Units (or any of them) to a Registered Provider or a Housing Association otherwise than with the benefit of the following:
- (a) full and free rights of access (both pedestrian and vehicular) from the public highway to the Additional Affordable Housing Units; and
  - (b) full and free rights to such Services as are reasonably necessary for the enjoyment of the Additional Affordable Housing Units provided that all such Services shall be connected to the mains; and
  - (c) a reservation of all rights of access, support and entry together with the passage of Services and all other rights that are reasonably necessary for the purposes of the remainder of the Development.
- 4.7 Not to use (or permit to be used) the Additional Affordable Housing Units except for the provision of Affordable Housing in accordance with:
- (a) the Planning Permission;
  - (b) the Affordable Housing Notice as Approved by the Council; and
  - (c) the obligations, stipulations and other matters set out in this Agreement.

**5 Second Viability Review**

- 5.1 No earlier than the Second Trigger Date and no later than twenty (20) Working Days after the Second Trigger Date, to submit an Updated Viability Appraisal and Supporting Evidence to the Council for Approval.
- 5.2 To pay the Council's reasonable costs that are properly incurred in commissioning an independent review of the Updated Viability Appraisal (as submitted pursuant to paragraph 6.1 above) if the Council considers it necessary to do so in order properly to assess the Updated Viability Appraisal.
- 5.3 To provide any further information that is required by the Council pursuant to Paragraph 2.1 of Schedule 18 no later than twenty (20) Working Days following such notification from the Council PROVIDED THAT this process shall continue until the Council is satisfied that it has sufficient information properly to determine the Updated Viability Appraisal.

**6 Independent Assessor**

- 6.1 If the Council has not Approved the Updated Viability Appraisal within forty (40) Working Days of its submission pursuant to:
- (a) paragraph 2.2 of this Schedule; or
  - (b) paragraph 3.1 of this Schedule; and/or
  - (c) paragraph 5.1 of this Schedule,
- (or such longer period as is agreed between the Owner and the Council), the Council shall provide the Owner with written details of a suitably qualified and experienced independent assessor to determine the Updated Viability Appraisal for the Owner's approval (such approval not to be unreasonably withheld or delayed) PROVIDED THAT, for the avoidance of any doubt, the Council shall not be required to do so where the Parties (acting reasonably) consider that it would be preferable to continue discussions with a view to Approving the relevant Updated Viability Appraisal without recourse to an independent assessor.
- 6.2 If the Council and the Owner (each acting reasonably) are unable to agree the identity of the independent assessor within twenty (20) Working Days of the Council's notification pursuant to Paragraph 6.1 above, then either Party may ask the President for the time being of the Royal Institution of Chartered Surveyors to appoint an independent assessor being a surveyor from a major firm of surveyors with not less than ten (10) years relevant experience.
- 6.3 The terms of appointment for the assessor shall be in a form approved by the Owner and the Council and the Parties shall use reasonable endeavours to appoint the assessor on such terms within ten (10) Working Days of their identity being agreed or determined.
- 6.4 The Owner and the Council shall provide the assessor with the Updated Viability Appraisal and Supporting Evidence together with any other information relevant to the assessor's determination.
- 6.5 The assessor shall be entitled to request from either Party (with a copy to the other Party) such further information and clarification as the assessor reasonably requires for the purposes of his/her determination.

- 6.6 The Parties shall use reasonable endeavours to provide the assessor with any such further information as soon as reasonably practicable and shall copy the other Party on any response to the assessor.
- 6.7 The assessor shall be appointed on the basis that within thirty (30) Working Days (or such longer period as may from time to time be agreed in writing between the Owner and the Council) of receiving the Updated Viability Appraisal and Supporting Evidence and any further information, the assessor shall notify the Parties in writing of the outcome of his/her determination.
- 6.8 The assessor's determination shall be binding on the Parties save in the case of manifest and material error.

**7 Payment of a Deferred Contribution**

- 7.1 Where the Updated Viability Appraisal pursuant to Paragraph 5 above, as Approved by the Council or the independent assessor (as the case may be), identifies a Surplus (having deducted any contribution that has been paid or Additional Affordable Housing Units that have been provided pursuant to Paragraph 4 above), to pay the Deferred Contribution to the Council prior to Occupation of more than ninety percent (90%) of the Residential Units
- 7.2 Not to Occupy (or permit to be Occupied) more than ninety percent (90%) of the Residential Units unless and until the Deferred Contribution has been paid in full to the Council.



## **Schedule 14 – Car Club**

- 1 Car Club**
- 1.1 No later than six (6) months after Commencement of the Development, to submit the Car Club Strategy for Approval by the Council.
- 1.2 Not to Occupy (or permit to be Occupied) Phase 4 or Phase 6 (or any part of either of them) unless and until the Car Club Spaces have been Practically Completed and are available for use by all eligible Occupiers of the Residential Units and the Commercial Units.
- 1.3 Not to Occupy (or permit to be Occupied) Phase 4 and Phase 6 (or any part of them) otherwise than in accordance with the Car Club Strategy as Approved by the Council pursuant to Paragraph 1.1 above.
- 1.4 To provide and maintain within the Application Land rapid electrical charging facilities for use in connection with the Car Club in accordance with the Car Club Strategy as Approved by the Council pursuant to Paragraph 1.1 above.

## **Schedule 15 - Highway Works (including the Landscaping Works)**

### **1 Highway Agreement**

- 1.1 No later than six (6) months after Commencement of the Development, to enter into a Highway Agreement relating to the Highway Works.
- 1.2 To Practically Complete the Highway Works in accordance with the Highway Agreement entered into pursuant to Paragraph 1.1 above PROVIDED THAT in any event no Building shall be Occupied until the Highway Works have been Practically Completed.

### **2 Landscaping Works**

- 2.1 Not to Occupy (or permit Occupation of) any part of the Development unless and until:
  - (a) the Licence has been completed; and
  - (b) the Landscaping Works have been Practically Completed in accordance with the Licence or the Highway Agreement (as the case may be).
- 2.2 At all times from Practical Completion of the Landscaping Works pursuant to Paragraph 2.1 above, to maintain the Landscaping Works in accordance with the Licence or the Highway Agreement (as the case may be).

## **Schedule 16 - Build to Rent**

### **1 Build to Rent Covenant**

- 1.1 This Schedule shall apply if any Residential Unit is proposed to comprise a Build to Rent Unit.
- 1.2 To submit a Build to Rent Notice for Approval by the Council with each and every Residential Reserved Matters Application.
- 1.3 Not to use any Residential Unit for Build to Rent Housing otherwise than in accordance with the Build to Rent Notice as Approved by the Council pursuant to Paragraph 1.2 above.
- 1.4 Not to amend the Build to Rent Notice, as Approved by the Council pursuant to Paragraph 1.2 above, without the further Approval of the Council.
- 1.5 Subject to Paragraphs 2 and 3 below, at all times during the Covenant Period not to use the Build to Rent Units otherwise than as Build to Rent Housing.
- 1.6 Within five (5) Working Days of Occupation of each Build to Rent Unit, to notify the Council in writing of the date on which that Build to Rent Unit was Occupied together with confirmation that the Build to Rent Unit has been privately let in accordance with the Build to Rent Management Scheme as Approved by the Council in accordance with this Schedule.

### **2 Clawback Disposal**

- 2.1 This Paragraph 2 shall not apply unless the most recent Updated Viability Appraisal, as Approved by the Council of an Expert pursuant to this Agreement, identifies a Surplus PROVIDED THAT:
  - (a) if no Updated Viability Appraisal has been Approved by the Council within the preceding twelve (12) months of a proposed Build to Rent Clawback Disposal, the Owner is not to cause or permit a Build to Rent Clawback Disposal pursuant to this Paragraph 2 unless and until an Updated Viability Appraisal and Supporting Evidence have been Approved by the Council; and
  - (b) the Owner shall pay the Council's reasonable costs that are properly incurred in commissioning an independent review of the Updated Viability Appraisal (as submitted pursuant to Paragraph 2.1(a) above) if the Council considers it necessary to do so in order properly to assess the Updated Viability Appraisal.
- 2.2 Subject to Paragraph 2.6 below, not to cause or permit a Build to Rent Clawback Disposal of any of the Build to Rent Units during the Covenant Period unless and until:
  - (a) the Build to Rent Clawback Valuation has been submitted to, and Approved by, the Council; and
  - (b) the Build to Rent Clawback Contribution has been paid in full to the Council.
- 2.3 To give the Council no less than forty (40) Working Days prior written notification of its intention to complete a Build to Rent Clawback Disposal

during the Covenant Period provided that such notice shall include the following information:

- (a) the anticipated date of that Build to Rent Clawback Disposal;
- (b) the Build to Rent Unit(s) which is/are intended to be subject to that Build to Rent Clawback Disposal;
- (c) the amount of consideration to be paid under that Build to Rent Clawback Disposal in respect of each Build to Rent Unit (including documentary evidence);
- (d) a calculation of the Build to Rent Clawback Contribution; and
- (e) confirmation that the Build to Rent Clawback Disposal of the Build to Rent Unit is not a Sham Transaction.

2.4 To pay the Council's costs that are reasonably and properly incurred (including those of any external consultant that may be appointed by the Council) in:

- (a) assessing the information submitted under Paragraphs 2.1 and 2.2 above; and
- (b) determining the Build to Rent Clawback Contribution,

within twenty (20) Working Days of receipt of a written request for payment.

2.5 If the Council and/or its external consultant requests further information or evidence to determine the Build to Rent Clawback Contribution, to provide any reasonably required information to the Council and/or the external consultant (as applicable) within ten (10) Working Days of receiving the relevant request PROVIDED THAT this process may be repeated until the Council and/or its external consultant has all the information it reasonably requires to determine the Build to Rent Clawback Contribution.

2.6 If the Council has not notified the Owner in writing of the Build to Rent Clawback Contribution within forty (40) Working Days of receipt of the information submitted under Paragraphs 2.1, 2.2 and 2.4 above (as appropriate), the Owner may cause or permit a Build to Rent Clawback Disposal once it has paid to the Council an amount that the Owner reasonably estimates to be the Build to Rent Clawback Contribution (the **Estimated Build to Rent Clawback Contribution**) PROVIDED THAT no later than ten (10) Working Days after the Council notifies the Owner in writing of the Build to Rent Clawback Contribution (or, if a dispute relating to the Build to Rent Clawback Contribution is referred to an Expert in accordance with Clause 7.15 of this Agreement, no later than ten (10) Working Days after the final determination of the Build to Rent Clawback Contribution by the Expert), the Owner shall pay to the Council the difference between the Build to Rent Clawback Contribution and the Estimated Build to Rent Clawback Contribution (unless the difference is less than or equal to zero).

2.7 To notify the Council in writing within five (5) Working Days of a Build to Rent Clawback Disposal having been completed.

### 3 Release

3.1 Upon receipt of the relevant Build to Rent Clawback Contribution in cleared funds in respect of a Build to Rent Unit, then that Build to Rent Unit shall no



longer be bound by the obligations relating to Build to Rent Units set out in this Schedule.

#### **4 Build to Rent Management Scheme**

- 4.1 No Build to Rent Unit within each Phase shall be Occupied until a Build to Rent Management Scheme for that Phase has been submitted to and Approved by the Council.
- 4.2 Not to amend the Build to Rent Management Scheme, as Approved by the Council pursuant to Paragraph 4.1 above, without the further Approval of the Council.
- 4.3 Not to Occupy (or cause or permit the Occupation of) any Build to Rent Unit in each Phase throughout the Covenant Period, unless that Build to Rent Unit has been let and is Occupied in accordance with the Build to Rent Management Scheme for that Phase as Approved by the Council.
- 4.4 Upon reasonable notice from the Council and no more frequently than once every twelve (12) months, to provide the Council with such evidence as the Council reasonably requires to demonstrate the Owner's compliance with an Approved Built to Rent Management Scheme.
- 4.5 To ensure that the Service Charges payable in respect of each Build to Rent Unit shall be set at such a level as to cover the costs of providing the services to which the charge relates and a reasonable amount for administration but no more.
- 4.6 Not to Occupy (or cause or permit to be Occupied) each Build to Rent Unit unless and until the Council has been provided with the name and contact details of the management company that has been appointed to manage that Build to Rent Unit.
- 4.7 To notify the Council within ten (10) Working Days of any change in the name and contact details of the management company as previously notified pursuant to Paragraph 4.6 above.
- 4.8 To ensure that any and all communal facilities associated with the relevant Build to Rent Units (as set out in the Approved Build to Rent Notice) are maintained in good order, repair, condition and appearance (including ensuring that all necessary structural and non-structural repairs, renewals, replacements, additions and improvements are promptly made).
- 4.9 At the end of the Covenant Period to:
  - (a) continue to provide, manage and maintain any and all communal facilities associated with the relevant Build to Rent Units (as set out in the Approved Build to Rent Notice) in good order, repair, condition and appearance (including ensuring that all necessary structural and non-structural repairs, renewals, replacements, additions and improvements are promptly made); or
  - (b) provide, manage and maintain (or procure the provision, management and maintenance of) alternative amenity facilities of equivalent effect in accordance with a timetable for their provision and arrangements for their management as have been Approved by the Council.

#### **5 Release From Build to Rent Covenant**

- 5.1 Upon the expiry of the Covenant Period in relation to each relevant Phase, any obligation relating to that Phase as set out in this Schedule shall no longer apply to the Residential Units in that Phase.

## Schedule 17 – Shared Access Road

### 1 Shared Access Road

1.1 If the Owner Implements the Planning Permission before Aviva Implements the Aviva Permission then:

- (a) the Owner shall construct Shared Access Road B in accordance with:
  - (i) the Shared Access Road B Principles; and
  - (ii) a programme that ensures that it is Practically Completed and is available for use at the date the Development or the Aviva Development is first Occupied (whichever is the earlier);
- (b) the Owner shall not Occupy the Development until Shared Access Road B has been Practically Completed and is available for use;
- (c) from the date of Practical Completion of Shared Access Road B then subject to:
  - (i) Aviva having Implemented an Aviva Permission; and
  - (ii) Aviva having paid (or contracted to pay) the Owner fifty percent (50%) of the cost of construction of Shared Access Road B (subject to any other costs sharing arrangements that may be agreed from time to time between the Owner and Aviva);

the Owner shall provide Aviva with such easements and other rights as are reasonably required and agreed between the Owner and Aviva to allow access and egress to the Aviva Development along Shared Access Road B.

1.2 If:

- (a) the Owner is in default of its obligations in Paragraph 1.1(a) or (b) above and has been served a Default Notice by Aviva or the Council; and
- (b) the Owner has failed to carry out the steps required by the Default Notice within the period specified in the Default Notice (or such longer period as may be agreed in writing between the Owner and Aviva or the Council (as the case may be)),

the Owner shall permit Aviva or the Council (as the case may be) (including their respective authorised contractors and/or sub-contractors) access (with or without vehicles, plant and/or equipment) on such part of the Application Land as is necessary to enable Aviva or the Council (as the case may be) to carry out and Practically Complete Shared Access Road B in accordance with this Agreement and/or to ensure the proper maintenance of Shared Access Road B (until such time as Shared Access Road B is adopted by the Council as highway maintainable at public expense) PROVIDED THAT if the Council exercises its powers pursuant to this Paragraph 1.2 then the Owner agrees the Council may recover from the Owner the Council's expenses reasonably incurred by them doing so pursuant to section 106(6)(b) of the 1990 Act.

1.3 The Owner shall use reasonable endeavours to:

- (a) agree arm's length commercial terms with Aviva; and
- (b) subject to agreeing such terms, enter into a Co-operation Agreement, for the provision of access to the Development via Shared Access Road A (Part 1) by Aviva in accordance with the Aviva Agreement but only in circumstances where Aviva Implements the Aviva Permission before the Owner Implements the Planning Permission.

1.4 If Aviva Implements the Aviva Permission (written notice of which shall be provided by the Council to the Owner within seven (7) days of the Council receiving such notification from Aviva) before the Owner Implements the Planning Permission, then the Owner shall not construct Shared Access Road B and the Owner agrees that:

- (a) Shared Access Road A (Part 1) shall instead be constructed by Aviva in accordance with the Aviva Agreement;
- (b) the Development will be accessed from the Aviva Land via Shared Access Road A (Part 1);
- (c) the Owner shall construct and Practically Complete Shared Access Road A (Part 2) (if required by the Planning Permission) in accordance with a programme that ensures that it is Practically Completed and available for use at the date the Development or the Aviva Development is first Occupied (whichever is the earlier); and
- (d) the Owner shall provide Aviva with such easements and other rights as are reasonably required and agreed between the Owner and Aviva to allow access and egress to the Aviva Development using Shared Access Road A (Part 2) (if such road is required to be constructed by the Planning Permission) subject to Aviva having paid (or contracted to pay) fifty percent (50%) of the cost of construction of Shared Access Road A (Part 2) (subject to any other costs sharing arrangements that may be agreed from time to time between the Owner and Aviva) to the Owner.

1.5 The Owner's covenants in Paragraph 1.4 above shall be conditional upon Aviva:

- (a) constructing and Practically Completing Shared Access Road A (Part 1) in accordance with a programme that ensures that it is completed and available for use at the date the Development or the Aviva Development is first Occupied (whichever is the earlier);
- (b) granting step in rights to the Owner to permit the Owner to enter upon the Aviva Land to construct and/or Practically Complete Shared Access Road A (Part 1) and/or to ensure the proper maintenance of Shared Access Road A (Part 1) (until such time as Shared Access Road A (Part 1) is adopted by the Council as highway maintainable at public expense) in the event of a failure by Aviva to do so in accordance with the Aviva Agreement; and
- (c) granting the Owner such easements and other rights as are reasonably required and agreed between the Owner and Aviva to allow access and egress to the Development along Shared Access Road A (Part 1).

1.6 The obligations in this Schedule 17 shall lapse and be of no further effect if:



- (a) the Aviva Application is refused; or
- (b) the Aviva Permission expires without having been Implemented; or
- (c) the Aviva Permission is quashed following a successful Legal Challenge and no further Aviva Permission is granted; or
- (d) the Aviva Permission is granted (or subsequently amended) in a manner which does not grant planning permission for Shared Access Road A (Part 1) as shown on the plan at Schedule 1 to this Agreement.

## **Schedule 18 - Council's Obligations**

### **1 Planning Permission**

- 1.1 To issue the Planning Permission within three (3) Working Days of the Effective Date.

### **2 Viability Reviews**

- 2.1 No later than twenty (20) Working Days after receipt of an Updated Viability Appraisal pursuant to:

- (a) paragraph 2.2 of Schedule 13; or
- (b) paragraph 3.1 of Schedule 13; or
- (c) paragraph 5.1 of Schedule 13,

to notify the Owner of any further information it reasonably requires in order to determine whether the Updated Viability Appraisal can be Approved.

### **3 Contributions**

- 3.1 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.

- 3.2 To re-pay to the person who made the payment of a Contribution under this Agreement such amount of any such payment which has not within the Prescribed Period been expended, allocated and/or contracted to be expended together with interest on any balance then remaining unspent of the relevant 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 written demand made following the expiry of the Prescribed Period.

### **4 Build to Rent Clawback Contribution**

- 4.1 Not to use any Build to Rent Clawback Contribution it receives pursuant to Schedule 16 otherwise than towards the provision of Affordable Housing within the Local Area.

### **5 Highway Works and Landscaping Works**

- 5.1 Following the receipt of a request in writing from the Owner, to enter into the Licence and/or the Highway Agreement (as the case may be) pursuant to which the Owner (along with its contractors, lessees and assigns) are granted rights to undertake (and subsequently maintain) the Highway Works, the Landscaping Works and any other works to Public Realm Areas that are located within highway maintainable at the public expense to the extent necessary to ensure that the Owner is able lawfully to comply with its obligations under Schedules 6 and 15 to this Agreement) PROVIDED THAT:

- (a) the terms of any Licence and/or Highway Agreement shall be on such terms as the Council (in its discretion and acting reasonably) considers to be reasonable and proportionate;

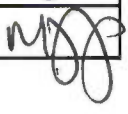
- (b) the reasonable legal and administrative costs that are incurred by the Council in entering into any Licence and/or Highway Agreement shall be paid by the Owner; and
- (c) the costs of undertaking (and subsequently maintaining) the Highway Works, the Landscaping Works and any other works to Public Realm Areas that are located within highway maintainable at the public expense pursuant to any Licence and/or Highway Agreement shall be paid by the Owner.

## 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	PAC min NOS 130
Originator	PT
Seal No.	98/23
Checked	



Executed as a deed by **HPUT A LIMITED** acting by **HERMES ALTERNATIVE INVESTMENT MANAGEMENT LIMITED** pursuant to a power of attorney given by **HPUT A LIMITED** by deed dated 25 September 2022

*HPUT A LIMITED*

.....  
HPUT A Limited

Jennifer Whiteman



Signed by [ ] as attorney for **HERMES ALTERNATIVE INVESTMENT MANAGEMENT LIMITED** pursuant to a power of attorney given by **HERMES ALTERNATIVE INVESTMENT MANAGEMENT LIMITED** by deed dated 7 February 2023

in the presence of:

Name of witness:

SARAH NGUYEN

Signature of witness:



Address:

150 Cheapside  
London  
EC2V 6ET

Occupation:

LEGAL OPERATIONS ASSISTANT

*HPUT A LIMITED*

.....  
HPUT A Limited

DIANE DUNCAN



Signed by [ ] as attorney for **HERMES ALTERNATIVE INVESTMENT MANAGEMENT LIMITED** pursuant to a power of attorney given by **HERMES ALTERNATIVE INVESTMENT MANAGEMENT LIMITED** by deed dated 7 February 2023

in the presence of:

Name of witness:

SARAH NGUYEN

Signature of witness:



Address:

150 Cheapside  
London  
EC2V 6ET

Occupation:

LEGAL OPERATIONS ASSISTANT

Executed as a deed by **HPUT B LIMITED** acting by **HERMES ALTERNATIVE INVESTMENT MANAGEMENT LIMITED** pursuant to a power of attorney given by **HPUT B LIMITED** by deed dated 25 September 2022

*HPUT B LIMITED*

.....  
HPUT B Limited


Jennifer Whiteman



.....  
Signed by [ ] as attorney for **HERMES ALTERNATIVE INVESTMENT MANAGEMENT LIMITED** pursuant to a power of attorney given by **HERMES ALTERNATIVE INVESTMENT MANAGEMENT LIMITED** by deed dated 7 February 2023

in the presence of:

Name of witness: SARAH NGUYEN

Signature of witness: 

Address: 150 Cheapside  
London  
EC2V 6ET

Occupation: LEGAL OPERATIONS ASSISTANT

*HPUT B LIMITED*

.....  
HPUT B Limited

DIANE DUNCAN



.....  
Signed by [ ] as attorney for **HERMES ALTERNATIVE INVESTMENT MANAGEMENT LIMITED** pursuant to a power of attorney given by **HERMES ALTERNATIVE INVESTMENT MANAGEMENT LIMITED** by deed dated 7 February 2023

in the presence of:

Name of witness: SARAH NGUYEN

Signature of witness: 

Address: 150 Cheapside  
London  
EC2V 6ET

Occupation:

LEGAL OPERATIONS ASSISTANT