

DATED

2026

WOKINGHAM BOROUGH COUNCIL

and

**JACQUELINE BOBBY HOLLIMAN and CLAIRE LOUISE
HOLLIMAN and LISA JANE HOLLIMAN and EMMA CAROL
FIXSEN**

and

WESTBOURNE GROUP LIMITED

**DEED OF AGREEMENT TO PROVIDE PLANNING
OBLIGATIONS PURSUANT TO SECTION 106 OF THE TOWN
AND COUNTRY PLANNING ACT 1990 AND SECTION 111
LOCAL GOVERNMENT ACT 1972 IN RELATION TO THE
PROPOSED DEVELOPMENT ON LAND AT LADDS GARDEN
VILLAGE BATH ROAD HARE HATCH WOKINGHAM, RG10 9SB
PLANNING REFERENCE NUMBER 252257**

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This Deed is made theday of [INSERT MONTH] 2026.

BETWEEN

- (1) WOKINGHAM BOROUGH COUNCIL of Council Offices Shute End Wokingham Berkshire RG40 1WH ("the Council")
- (2) JACQUELINE BOBBY HOLLIMAN and CLAIRE LOUISE HOLLIMAN of The Hollies, Scarletts Lane, Kiln Green, Reading RG10 9XD and LISA JANE HOLLIMAN of Oak Cottage, Blakes Lane, Hare Hatch, Reading RG10 9TA and EMMA CAROL FIXSEN of 65 Plough Lane, Stoke Poges, Slough SL2 4JW (the "Owners").
- (3) WESTBOURNE GROUP LIMITED (Company No. 10166000) ("the Developer") of Farthings Barn Ashridge Wood Business Park, Warren House Road, Wokingham, Berkshire, England, RG40 5BS.

WHEREAS

1. The Council is the local planning authority for the purpose of the Act for the area in which the Site is situated and by whom the obligations created by this Deed are enforceable.
2. The Council is the local highway authority for the area in which the Site is situated.
3. The Owners (except for Claire Louise Holliman in respect of title number BK383413) are the freehold owners of the Site registered at the Land Registry under title numbers BK144300, BK78120 and BK383413 subject to a contract for sale dated 18 July 2025 in favour of the Developer.
4. The Planning Application has been made to the Council for planning permission for the Development on the Site.
5. Each obligation undertaken in this deed by the Owners is a planning obligation for the purposes of Section 106 of the Act.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

For the purposes of this Deed the following words and expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990, as amended
"Affordable Housing"	housing of different tenures provided with or without subsidy support for purchase and/or rent as defined in the National

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	Planning Policy Framework published by the Ministry of Housing, Communities & Local Government (or equivalent at the time).
"Affordable Housing Contribution"	an Index Linked contribution of £36,787 Index- Linked towards the off-site provision or regeneration of Affordable Housing within the Council's administrative area
"Approved"	approval in writing by the Council under hand of the Head of Development Management (or equivalent at the time) and "Approval" shall be construed accordingly.
"BNG Completion Certificate"	a certificate or certificates which are issued by the Council when it is reasonably satisfied that the Biodiversity Enhancements have been provided in accordance with the HMMP
"Biodiversity Enhancements"	the works on the Site approved pursuant to the Biodiversity Gain Plan and HMMP in respect of on-site biodiversity
"BNG Monitoring Contribution"	an Index Linked contribution of £7200 to be applied by the Council as a financial contribution towards the Council's costs of monitoring the soft landscaping detail condition and the biodiversity net gain conditions in the Planning Permission, the Biodiversity Gain Plan, and the HMMP.
"Biodiversity Gain Plan"	the plan submitted to, and approved by, the Council pursuant to the conditions in the Planning Permission to satisfy the Development's biodiversity net gain requirements on the Site pursuant to Schedule 7A of the Act (including any variations to the same approved by the Council from time to time).
"BNG Monitoring Scheme"	a scheme (including but not limited to monitoring reports) for a minimum of 30 years for the ongoing management and monitoring of the habitat enhancements (and which must include provision for the monitoring of all watercourses) and any landscape and ecological management plan to be provided on the Site.

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"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of marking out, surveying, ground investigations, archaeological investigations, demolition, site clearance, site preparation, investigation for the purposes of assessing contamination, remedial action in respect of contamination, diversion and laying services and the erection of any temporary means of enclosure for the purposes of site security and the temporary display of advertisements and "Commence", "Commencement" and "Commence Development" shall be construed accordingly
"Development"	the proposed erection of erection of 19 dwellings with associated landscaping and access following demolition of existing buildings
"Dwelling"	any dwelling (including a house flat or maisonette with associated garden garage driveway and parking spaces) to be constructed on the Site pursuant to the Planning Permission
"Employment and Skills Contribution"	an Index Linked contribution of £3,750 to oversee and support the employment skills plan required for this Development in lieu of the Owners providing such plan itself
"Employment Skills Plan"	a site specific plan which includes: (a) a timetable for its implementation and which complies with the Council's policy TB12 detailing how the Development provides opportunities for training, apprenticeship or other vocational initiatives to develop local employability skills required by developers, contractors and end users and

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	(b) a supporting method statement to accompany the plan, both of which are to be submitted by the Owners to the Council for approval in writing prior to the Commencement of Development and which (with reference to the table contained within the definition of the Employment Skills Contribution and the band within that table) shall provide for the required number of community skills support activities, jobs created and apprenticeship starts as are detailed in the relevant band from that table, or such other mix as is approved in writing by the Council
"Estate Roads"	the carriageways and footways (including the lighting and drainage the subject of planning conditions on the Planning Permission) to be constructed on the Site in two phases as shown hatched blue and yellow on the plan entitled 'Estate Road' appended to this Deed.
"Estate Roads Bond"	a bond or guarantee for a sum sufficient to secure construction of the Estate Roads in accordance with the Estate Roads Specification

"Estate Roads
Inspection Fee"

a sum calculated on the basis of up to 10% of the sum referred to as the Estate Roads Bond representing the Council's reasonable fees for approving the Estate Roads Specification and the carrying out of any inspections and testing of materials used during the construction of the Estate Roads

"Estate Roads Specification"	the specification and plans including (but not limited to) the design, construction (to a durable and serviceable standard) and future maintenance (to ensure their safe use by the public including pedestrians, cyclists and mechanically propelled vehicles) of the Estate Roads, submitted to the Council in accordance with the Planning Permission.
"Green Infrastructure Off-site Contribution"	an Index Linked contribution of £169,238 to be applied by the Council as a financial contribution towards the provision of public open space and green space, specifically for outdoor sports,

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	allotments, play areas, civic space and cemeteries, within the Council's administrative area comprising a. the Index Linked sums of £32,604.00 for parks and gardens 0.0502ha required, for a minimum provision of 1.1ha per 1000 population) and £ 26,584.80 for maintenance costs (£2.65/ m2) b the Index Linked sums of £7,410.00 for play areas (0.0114ha required, with a minimum provision of 0.25ha per 1000 population) and £19,243.20 for maintenance costs (£8.44/m2): c the Index Linked sum of £68,229.00 for outdoor sports facilities (0.0757ha required, with a minimum provision of 1.66ha per 1000 population) d the Index Linked sum of £13041.60 for allotments (0.0237 ha required with a minimum provision of 0.52ha per 1000 population) e the Index Linked sum of £2,125.34 for cemeteries (0.6567 plots required with a minimum provision of 14.4 plots per 1000 population)
"Highway Works"	means the pedestrian crossing point connecting a pedestrian refuge island with the existing pavement along the northern side of Bath Road the subject of a planning condition on the Planning Permission

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Highway Works Agreement	means an agreement under section 278 of the Highways Act 1980 which provides for the execution of the Highway Works
"HMMP"	means a detailed specification to achieve the Development's biodiversity net gain requirements on the Site pursuant to Schedule 7A of the 1990 Act prepared by a suitably qualified person to be submitted to the Council for approval in accordance with the terms of the Planning Permission covering a minimum of 30 (thirty) years from the date of implementation of said plan and including but not limited to details of monitoring and reporting to the Council during that period (including any variations to the same approved by the Council from time to time)
"Index"	the national all-in tender price index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or such other reference base used to compile the national all-in tender price index as shall be published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor in function
"Index-Linked"	means that the sum of money payable to the Council under this Deed shall be varied by movements in the Index between the date of this Deed and the date of actual payment and increased in accordance with the following formula: Amount Payable = Relevant Amount x (A divided by B) Where the Relevant Amount = the payment to be Index Linked A = the figure for the Index which applied when the Index was last published prior to the date the Relevant Amount is actually paid under this Deed B = the figure for the Index which applied when the Index was last published prior to the date of this Deed PROVIDED THAT the Index-Linked sum shall never be less than the original sum specified as payable under this Deed It should be noted that the index presents forecast figures which are published quarterly. These forecast figures are updated and finalised periodically. If the indexation figure has not been

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	finalised at such time as A is calculated then the forecast figure will be used for the purposes of the calculation
"Management Company"	a limited company registered at Companies House or any such future management company which shall replace it in respect of which the Owners of the Site shall be and then all of the owners of the Dwellings comprised in the Development shall be members/shareholders and of which the principle objects shall include (but not be limited to): (a) to hold the legal interest in the Estate Roads within the Site; (b) to levy and collect charges including the service charges from persons having a relevant legal interest within the Site in respect of the cleaning, maintenance, winter maintenance and repair of the Estate Roads and arranging all necessary insurances; (c) to keep in repair and to maintain the Estate Roads; and, (d) to manage the Estate Roads (e) repair, manage and maintain drainage and landscaping
"Monitoring Fee"	the sum of £565 (five hundred and sixty five pounds)(Index Linked) per planning obligation trigger for each distinct planning obligation in this Deed being the sum of £]5085 (five thousand and eighty five pounds)
"MyJourney Contribution"	an Index Linked contribution of £675 per Dwelling to a total of £12,825 for the Development towards measures promoting active travel as a sustainable mode of travel within the Council's administrative area
"NHS Financial Contribution"	an Index Linked contribution of £17,218 towards primary health infrastructure to support capital projects in the local area
"Occupation" and "Occupied"	means personal residential occupation of a Dwelling by an individual or individuals in right of an interest in the Dwelling purchased or rented by that individual or individuals
"Plan"	the plan attached to this Deed showing the full extent of the Site

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"Planning Application"	the full planning application made under reference 252257 for the Development
"Planning Permission"	the planning permission granted pursuant to the Planning Application and shall include any subsequent permissions under Section 73 of the Act permitting the carrying out of the Development
"Site"	the land known as Ladds Garden Village, Bath Road, Hare Hatch, Wokingham, RG10 9SB and shown edged red on the Plan
"TRO Contribution"	an Index Linked contribution of £6,500 to the Council towards the traffic regulation order under the Road Traffic Regulation Act 1984 to extend the 40mph speed limit on the A4 Bath Road
"Working Day"	any day other than a Saturday a Sunday Christmas Day Good Friday or a day which is a bank holiday under the Banking and Financial Dealings Act 1971

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of the restriction.
- 2.5 Where more than one person is obliged to observe or perform an obligation the obligation can be enforced against all such persons jointly and against each individually unless there is an express provision otherwise.
- 2.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations,

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permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

- 2.7 References to any party to this Deed shall include the successors in title to that party and to anyone deriving title through or under that party and in the case of the Council the successor to its statutory functions.
- 2.8 The clause headings shall not be taken into account for the purposes of the construction or interpretation of this Deed.
- 2.9 References to this Deed include references to its schedules and the schedules form a part of this Deed.
- 2.10 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.11 An obligation in this deed on a person not to do something includes an obligation not to agree, permit or allow such thing to be done.
- 2.12 Any phrase introduced by the words "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.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to all powers enabling the parties and in particular Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982, Section 62 Berkshire Act 1986 and Section 1 Localism Act 2011 and creates planning obligations for the purposes of Section 106 of the Act.
- 3.2 The obligations imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owners and its successors in title and assigns and the persons claiming under or through it.

4 CONDITIONALITY

- 4.1 This Deed is conditional upon the grant of the Planning Permission save for clauses 5.1, 5.2 and 10.2 which are conditional upon the grant of the Planning Permission and the Commencement of Development.

5 THE OWNERS AND COUNCIL'S COVENANTS

- 5.1 The Owners covenant with the Council on their part as set out in the Schedules to this Deed.
- 5.2 The Council covenant with the Owners on their part as set out in the Schedules to this Deed.

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5.3 The Owners covenant with the Council that it will give not less than seven (7) days prior notice in writing to the Council of:

5.3.1 the date of Commencement of Development; and

5.3.2 the date of first Occupation of the Dwellings.

6 MISCELLANEOUS

6.1 The Developer shall pay no later than completion of this Deed to the Council its reasonable legal fees.

6.2 It is hereby agreed and declared that a person who is not a party to this Deed shall not be entitled in his own right to enforce any of the terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

6.3 This Deed shall be enforceable as a local land charge and shall be registered as such by the Council and if the Council so requires with the Land Registry.

6.4 Where the agreement, approval, consent or expression of satisfaction is to be given by any party or any person on behalf of any party hereto under this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may only be given in writing and may be validly obtained only prior to the act or event to which it applies and the party giving such agreement, approval, consent or expression of satisfaction shall at all times act reasonably

6.5 Where any payment of costs or other payments are to be made by the Owners to the Council such costs and other payments shall be deemed to be reasonable and proper.

6.6 Any notices shall be deemed to have been properly served if sent by recorded delivery:

(a) In the case of the Council marked for the Head of Development Management (or equivalent at the time).

(b) In the case of any other party to the address set out at the beginning of this Deed or where a company their registered address (and where such party is a company addressed to the Company Secretary).

6.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site, or the part to which the relevant obligations relate, but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

6.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

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- 6.9 This Deed shall cease to have effect if the Planning Permission shall be quashed, revoked or otherwise withdrawn (without the consent of the Owners and/or Developer) it or expires prior to the Commencement of the Development.
- 6.10 The obligations in this Deed shall not be enforceable against:
- 6.10.1 the individual owners and occupiers of any Dwellings or their chargee or mortgagee;
 - 6.10.2 a chargee or mortgagee acquiring an interest in any part of the Site after the date hereof by way of a charge or mortgage unless or until said chargee or mortgagee takes possession; and
 - 6.10.3 any statutory undertaker who acquires an interest in any part of the Site for the purpose of its statutory undertaking.
- 6.11 For the avoidance of doubt in the event that the Planning Permission is varied by any permissions granted under Section 73 of the Act after the date of this Deed any obligations pursuant to this Deed that have already been satisfied or discharged at that time shall remain as such so that no double liability is created under this Deed in respect to the same.

7 DISPUTE

- 7.1 Without prejudice to the rights of any party to this Deed to take alternative action any dispute or disagreement arising under this Deed including questions of value or any question of reasonableness may be referred at the instance of any party for determination by a single expert whose decision shall be final and binding on the parties.
- 7.2 The following provisions and terms of appointment shall apply to such disputes or disagreements and questions:
- 7.2.1 the expert shall have at least ten years post qualification experience in the subject matter of the dispute;
 - 7.2.2 the expert shall be agreed between the parties or appointed by the President of the Royal Institute of Chartered Surveyors at the request of any party to the dispute;
 - 7.2.3 the party calling for the determination shall make written submissions to the expert and the other parties within ten working days of the expert's appointment;
 - 7.2.4 the other parties shall have 21 working days from the receipt of such written submissions or such extended period as the expert shall allow to respond;
 - 7.2.5 the expert shall disregard any representations made out of time and shall make his decision within 21 working days of receipt of the representations under sub clauses 7.2.4 or if none the expiry of the period referred to in sub clause 7.2.4;
 - 7.2.6 the expert's decision shall be in writing and the expert shall give reasons for his decision; and

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7.2.7 each party shall bear its own costs save for the expert's fees and the costs of any independent expert's advice called for by the expert, both of which shall be included in the expert's award.

7.3 For the avoidance of doubt any of the parties to this Deed are entitled to trigger the dispute resolution process in clause 7.1 in the event that the relevant time period for the other party's approval consent or response to be given pursuant to a provision of this Deed has passed without any substantive response from that party or in the absence of any stated time period for the same when a reasonable time period has passed without any substantive response from that party or when such approval consent or response is otherwise being unreasonably withheld or delayed.

8 WAIVER

8.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 INDEXATION

9.1 It is hereby agreed that all financial contributions to the Council listed in paragraphs 2 to 7 of the First Schedule shall be Index Linked.

9.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owners in writing.

10 OWNERSHIP

10.1 The Owners warrant that, to the best of their knowledge, no person other than the Owners and Developer has any legal or equitable freehold interest in the Site other than what is stated at the beginning of this Deed.

10.2 From Commencement, the Owners agree with the Council to give the Council written notice within 5 business days of any change in freehold ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan save that this clause shall not apply to the disposal of a Dwelling to an owner/occupier.

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11 INTEREST

- 11.1 Any payment which is due to the Council under the terms of this Deed that is paid after the date the payment is due shall attract interest at the rate of 4% above the National Westminster Bank PLC base rate from time to time being charged from the date payment was due to the date payment is received by the Council.

12 VAT

- 12.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

13 JURISDICTION

- 13.1 This Deed is governed by and interpreted in accordance with the law of England.

14 DELIVERY

- 14.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been date

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FIRST SCHEDULE CONTRIBUTIONS

Part 1– Owners’ Covenants

The Owners covenant with the Council:

1 Monitoring Fee

- 1.1 Prior to Commencement of the Development to pay the Monitoring Fee to the Council; and
- 1.2 Not to Commence the Development until the Monitoring Fee has been paid to the Council.

2 Affordable Housing Contribution

- 2.1 Prior to Occupation of the Development to pay to the Council the Affordable Housing Contribution; and
- 2.2 Not to Occupy the Development until the Affordable Housing Contribution has been paid to the Council.

3 Green Infrastructure Off-site Contribution

- 3.1 Prior to Occupation of the Development to pay to the Council the Green Infrastructure Off-site Contribution; and
- 3.2 Not to Occupy the Development until the Green Infrastructure Off-site Contribution has been paid to the Council.

4 MyJourney Contribution

- 4.1 Prior to Occupation of the Development to pay to the Council the MyJourney Contribution; and
- 4.2 Not to Occupy the Development until the MyJourney Contribution has been paid to the Council.

5 NHS Financial Contribution

- 5.1 Prior to Occupation of the Development to pay to the Council the NHS Financial Contribution; and
- 5.2 Not to Occupy the Development until the NHS Financial Contribution has been paid to the Council.

6 TRO Contribution

- 6.1 Prior to Commencement of the Development to pay to the Council the TRO Contribution; and
- 6.2 Not to Commencement the Development until the TRO Contribution has been paid to the Council.

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Part 2– Council's Covenants

The Council covenants with the Owners:

1. If it receives all or part of any of the contributions referred to in Part 1 of this Schedule from the Owners:

1.2.1 to expend each contribution solely for the purposes specified in this Deed and for which they have been paid by the Owners;

1.2.2 that in the event that any contribution or part thereof has not been expended on such date as is fifteen years from the date of payment of the relevant contribution (or part) the Council shall within 20 Working Days repay the unspent balance to the payer (or its nominee) together with any interest accrued thereon from the date of payment by the Owners to the Council to the date of repayment by the Council to the Owners; and

1.2.3 to keep a record of any contribution received pursuant to the Owner's obligations in Part 1 of this Schedule, interest accrued, monies expended and the purpose of such expenditure and provide a copy to the Owners on request

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**SECOND SCHEDULE
ESTATE ROADS AND MANAGEMENT COMPANY**

The Owners covenant with the Council:

- 1 Not to Commence Development until the Owners have:
 - 1.1 paid the Estate Roads Inspection Fee;
 - 1.2 submitted and the Council has approved the Estate Roads Specification;
 - 1.3 submitted and the Council has approved the details of the Management Company; and
 - 1.4 provided the Estate Roads Bond in a form approved by the Council.
- 2 Not to allow or permit first Occupation of any Dwelling until the Owners have:
 - (a) established the Management Company in accordance with the details Approved by the Council pursuant to paragraph 1.3 of this Schedule;
 - (b) completed the relevant phase of the Estate Roads to serve that Dwelling in strict accordance with the Estate Roads Specification; and,
 - (c) transferred the relevant phase of the Estate Roads to serve that Dwelling to the Management Company.
- 3 The Owners shall not transfer any material interest in any phase of the Estate Roads to a Management Company until the relevant phase of the Estate Roads are completed in strict accordance with the Estate Roads Specification.
- 4 The Estate Roads shall be maintained by the Owners in strict accordance with the Estate Roads Specification for the lifetime of the Development.

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THIRD SCHEDULE HIGHWAY WORKS

The Owners covenant with the Council:

- 1 Not to Occupy the Development until the Highway Works Agreement has been entered into.
- 2 To carry out and complete the Highway Works pursuant to and in accordance with the Highway Works Agreement.

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FOURTH SCHEDULE

EMPLOYMENT SKILLS CONTRIBUTION OR EMPLOYMENT SKILLS PLAN

Part 1 – Owners’ Covenants

The Owners covenant with the Council as follows:

1. Not to Commence Development until the Owners entirely at their own absolute discretion either:

1.1. pay to the Council the Employment Skills Contribution (in which case the Council agrees that the requirements relating to the Employment Skills Plan in paragraphs 1.2 and 2 are discharged in full); or

1.2. submit to the Council an Employment Skills Plan to be approved in writing by the Council (such approval not to be unreasonably withheld or unreasonably delayed) and the Council approves that plan (in which case paragraph 2 shall apply and the Council agrees that the requirement relating to the Employment Skills Contribution in paragraph 1.1 is discharged in full).

2. In the event the Owners elects to submit an Employment Skills Plan in accordance with paragraph 1.2 then:

2.1. the Owners shall discharge the requirements of the approved Employment Skills Plan in full and to the reasonable satisfaction of the Council in accordance with the details set out in the approved Employment Skills Plan; and

2.2. within seven (7) days of written request from the Council the Owners shall provide a progress report, and any further information the Council requests, to enable the Council to determine whether satisfactory progress is being made in meeting the key performance indicators in the approved Employment Skills Plan in relation to the deadlines set out in the approved Employment Skills Plan and if the Council (acting reasonably) considers that progress is unsatisfactory the Council may by written notice require that reasonable steps (as set out in the notice) are taken to comply with the approved Employment Skills Plan within twenty eight (28) days of the date of the notice; and

2.3. if at the end of that twenty-eight (28) day period the Council considers insufficient progress has been made to comply with the required steps, the Owners will be required to pay a reasonable proportion of the Employment Skills Contribution (calculated by the Council acting reasonably by reference to those key performance indicators in the Employment Skills Plan which have not been complied with) to the Council within fourteen (14) days of a further written notice from the Council demanding payment (and the obligation to achieve those key performance indicators shall no longer apply).

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Part 2 – Council's Covenants

1. The Council covenants with the Owners that:

1.1 if it receives all of the Employment Skills Contribution from the Owners in accordance with paragraph 1.1 or paragraph 2.3 of Part 1 of this Schedule the obligations at paragraphs 1.2 and 2 of Part 1 of this Schedule shall be discharged in full;

1.2 if it receives all or part of the Employment Skills Contribution from the Owners in accordance with paragraph 1.1 or paragraph 2.3 of Part 1 of this Schedule:

1.2.1 to expend the Employment Skills Contribution solely for the purposes specified in this Deed and for which they have been paid by the Owners;

1.2.2 that in the event that the Employment Skills Contribution or part thereof has not been expended on such date as is fifteen years from the date of payment of the Employment Skills Contribution (or part) the Council shall within 20 Working Days repay the unspent balance to the payer (or its nominee) together with any interest accrued thereon from the date of payment by the Owners to the Council to the date of repayment by the Council to the Owners; and

1.2.3 to keep a record of any Employment Skills Contribution received, interest accrued, monies expended and the purpose of such expenditure and provide a copy to the Owners on request; and

1.2 if it receives and approves the Employment Skills Plan from the Owners in accordance with paragraph 1.2 of this Schedule, the obligations at paragraph 1.1 of this Schedule shall be discharged in full.

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FIFTH SCHEDULE
BIODIVERSITY NET GAIN

The Owners covenant with the Council:

1. Not to Commence Development until the Owners have:
 - (a) submitted to the Council, and the Council has Approved the HMMP and BNG Monitoring Scheme; and,
 - (b) paid the BNG Monitoring Contribution to the Council.
2. The Owners shall implement the BNG Monitoring Scheme and HMMP in strict accordance with said BNG Monitoring Scheme and HMMP.
3. Subject to:
 - a. the provision of 10 working days prior written notice by the Council; and
 - b. the Council's compliance with any health and safety directions and other reasonable directions from the Owners,the Owners shall provide access to the part of the Site that is subject to the HMMP and included in the BNG Monitoring Scheme, to the Council's authorised officers, for the purpose of monitoring and inspection of the HMMP and BNG Monitoring Scheme.
4. The Owners shall submit the Monitoring Reports for the Biodiversity Enhancements by 15 October in years 1, 2, 5, 10, 15, 20, 25, 30 from the issue of the BNG Completion Certificate and in accordance with the Biodiversity Gain Plan and HMMP.
5. Following completion of the Biodiversity Enhancements the Owners shall apply to the Council in writing requesting issue of the BNG Completion Certificate in respect of the Biodiversity Enhancements.
6. Within 10 Working Days of the written request (or such other period agreed in writing between the parties) referred to in Paragraph 5 of this Fifth Schedule the Council shall, subject to the provision of 5 working days prior written notice, carry out an inspection of the Biodiversity Enhancements and if after inspection of the Biodiversity Enhancements the Council considers that the Biodiversity Enhancements have been provided in accordance with the HMMP and

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Biodiversity Gain Plan to the Council's reasonable satisfaction the Council shall issue the BNG Completion Certificate within 10 Working Days of carrying out the inspection.

7. If after inspection of the Biodiversity Enhancements the Council considers that the Biodiversity Enhancements have not been provided in accordance with the HMMP and/or Biodiversity Gain Plan the Council shall notify the Owners of the outcome of the inspection within 10 Working Days of carrying out the inspection including details of any remedial works reasonably required and the Owners shall at their own expense and insofar as is reasonably practicable rectify any deficiencies and carry out such works or operations as reasonably required by the Council in its notice to the Owners to bring Biodiversity Enhancements up to the standard required by the HMMP and/or Biodiversity Gain Plan and the procedures referred to in Paragraphs 5 - 7 of this Fifth Schedule shall be repeated as necessary until the BNG Completion Certificate is issued or any dispute concerning the same is resolved.
8. Where monitoring identifies that there is a shortfall in delivery of the Biodiversity Enhancements and the on-site habitat is not achieving the habitat type or condition identified in the Biodiversity Gain Plan and/or HMMP the Owners (or once established the Management Company) shall adapt and amend the HMMP and/or Biodiversity Gain Plan as reasonably required by the Council in writing in order to ensure insofar as reasonably practicable that the Biodiversity Enhancements continue to be achieved for a minimum of 30 (thirty) years from the original date of implementation of the HMMP and Biodiversity Gain Plan .
9. For the avoidance of doubt:
 - a. The Council shall only the BNG Monitoring Contribution for the purposes for which it has been paid pursuant to this Deed
 - b. Nothing in this Schedule shall require the Owners to do anything that would put them in breach of any conditions on the Planning Permission or which would otherwise constitute unauthorised works under the Act; and
 - c. If any of the requirements or substance of any or all of the obligations in this Schedule are included as a condition in the Planning Permission or overlap with such conditions, then if any or all of those conditions are satisfied or discharged, the equivalent obligations in this Schedule are also automatically satisfied or discharged (and vice-versa).

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IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

THE COMMON SEAL OF
WOKINGHAM BOROUGH COUNCIL)
)
)

Was hereunto affixed in the presence of

[Role]

Signed as Deed by
WESTBOURNE GROUP LIMITED
acting by)
)

a director, in the presence of:

Signature:

Name:

[Director/Company Secretary]

Address:

Signed as a Deed by
JACQUELINE BOBBY HOLLIMAN
in the presence of:

Witness signature:

Witness name:

Witness address:

Signed as a Deed by
CLAIRE LOUISE HOLLIMAN
in the presence of:

Witness signature:

Witness name:

Witness address:

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communicate with an individual but doesn't require to be sent via secure methods.

Signed as a Deed by
LISA JANE HOLLIMAN
in the presence of:

Witness signature:

Witness name:

Witness address:

Signed as a Deed by
EMMA CAROL FIXSEN
in the presence of:

Witness signature:

Witness name:

Witness address:

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communicate with an individual but doesn't require to be sent via secure methods.