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Redlands Wing, Maidenhead Court Park, Maidenhead, Berkshire SL6 8HN

15th September 2025

Development Management (Planning)
Wokingham Borough Council
Council Offices
Shute End
Wokingham RG40 1 BN

FAO Mr Benjamin Hindle

Dear Mr Hindle

**Proposed minor variation to S106 dated 9th May 2025- Application reference 232704
Residential Development on land West of Park Lane Charvil. (Legal ref 34000002/510)**

As discussed recently by email, the above S106 executed in May this year secures payment of a substantial sum to enable the translocation of reptiles from the Park Lane site owned by my client (the applicant) to Eldridge SANG (owned by Wokingham Borough Council - WBC).

There is however an absence of clarity as to the respective responsibilities of the two parties in terms of the sequence of events and the security of delivery.

As currently specified in Schedule 2 to the S106, the developer is required to make a contribution of Five Hundred and Ninety-Seven Thousand Two Hundred and Twenty Pounds (£597,220) Index-Linked (based on a cost of Two Hundred and Forty Eight Thousand Eight Hundred and Forty-Two Pounds (£248,842) per hectare pro rata) to be spent on the translocation of reptiles from the Site to Eldridge SANG in the following manner:

- 2.1 to pay the Reptile Translocation Contribution to the Council on or prior to Commencement of Development.

- 2.2 not to Commence Development until the Reptile Translocation Contribution has been paid to and received by the Council.

The developer accepts this financial liability as confirmed by the execution of the S106, but has belatedly noticed that insufficient detail on the steps to achieve the practical translocation has been set out in the Agreement.

As confirmed in writing previously, the agreed contribution covers inter alia the cost of works to be undertaken by WBC at Eldridge SANG to prepare the site as a suitable habitat. These are understood to be minor works to create refugia etc. The logical sequence of events is that:

1. The developer serves notice that the translocation is scheduled to start;
2. WBC prepares the Eldridge Park land to host the reptiles;
3. The reptiles are collected under supervision by licensed ecologists from the Park Lane site;
4. WBC allows the developer to access Eldridge SANG and the transfer takes place.

To ensure this simple process takes place as intended new text is proposed, which effectively ensures that both parties play their part at the correct time, and that WBC guarantees that the translocation of reptiles to its land will be allowed. The S106 at present demands the contribution but does not guarantee access to Eldridge SANG.

On a different point, from experience and legal advice received recently, my client tells me that AH providers routinely require a standard form of words and many S106 Variations have had to be sought on other sites to meet their requirements. I am taking this opportunity therefore to request this additional standard text, again a matter of clarification rather than any alteration to the agreed intent of the S106.

I attach a document setting out the Variation sought. While I am confident that it is clear and to the point I am open to modest amendments you may wish to suggest to ensure clarity and deliverability. No alterations are proposed to any other part of the Agreement.

My client will give an undertaking to meet the Council's reasonable legal costs in dealing with this variation via his solicitor Mr Chris Holmes of Broadfield Law UK LLP.

As there is no set National Fee for this type of application I would be grateful if someone could confirm the fee required and any reference required to make that payment. Mr Steve Hicks will make the payment so please use the following contact details and let me know by email when payment has been made. I will then act as agent for any ongoing discussion.

Contact details:

Applicant (please contact for payment of application fee)

Mr Steve Hicks

Hicks Developments Ltd, 15 Headley Road, Woodley, Reading, Berkshire RG5 4JB

Email: steve.hicks@hicks-woodley.co.uk

T: 0118 969 0595

Solicitor (for costs undertaking etc)

Mr Christopher Holmes

Legal Director Broadfield Law UK LLP, The Anchorage, 34 Bridge Street, Reading RG1 2LU

Email: ChrisHOLMES@broadfield-law.com

T: 0118 957 0200

M: 07764 968277

Agent (content, ongoing liaison and discussion etc)

Ms Deirdre Wells

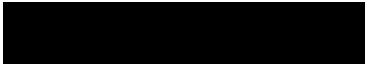
Red Kite Development Consultancy, Redlands Wing, Maidenhead Court Park,
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Email: dw@rkdc.com

T: 07769 904041

I look forward to hearing from you.

Kind regards,



Deirdre Wells DipTP MRTPI

Red Kite Development Consultancy

cc Steve Hicks, Hicks Developments Ltd
Chris Holmes Broadfield Law UK LLP

Attached

S106 Variation Form

S106 Variation Notice

OS map extract identifying site

Current S106 executed May 2025

Proposed text of Variation to S106