

Dated: _____ 2026

WOKINGHAM BOROUGH COUNCIL

- and -

BALFORTON DEVELOPMENTS LTD

And

MERIDIAN MARQUEES & TEMPORARY STRUCTURES LTD

**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 at land south west of 1 Norton Road,
Riseley
Wokingham,
Planning Reference Number 260457**

Wokingham Borough Council
Shute End
Wokingham
Berkshire
RG40 1BN

“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 the Development” shall be construed accordingly
“Co-ordinating Authority”	the authority designated from time to time in the Thames Basin Heath Framework Agreement as the co-ordinating authority for Thames Basin Heaths SPA Access Management and Monitoring Project
“Development”	the proposed erection of 1 no. 4 bedroom detached dwelling to include rooflights and 7no. dormers plus double carport, parking and access as set out in the Planning Application
“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 Application
“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”	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 The Index presents forecast figures which are published quarterly. These forecast figures are updated and finalised periodically. If the indexation figure has not been finalised at such time as A is calculated then the forecast figure will be used for the purposes of the calculation.
“Monitoring Fee”	the sum of £1130 (one thousand one hundred and thirty pounds) calculated at a rate of five hundred and thirty-eight pounds (£565) per planning obligation trigger for each distinct planning obligation in this Deed based on the Council’s annual Section 106 monitoring costs divided by the annual average number of planning obligation triggers over the preceding five-year period)
“Occupation” and “Occupied”	the date of the first occupation of the Dwelling but shall not include occupation for the purposes of construction, fitting-out, decorating, security, marketing or repair and the expressions “Occupied” and “Occupy” shall be construed accordingly.
“Plan”	the plan attached to this Deed

“Planning Application”	The full planning application made under reference 260457 for the Development
“Planning Permission”	the planning permission granted pursuant to the Planning Application permitting the carrying out of the Development and shall include any subsequent permissions granted under Section 73 of the Act
“Rooks Nest Wood SANG”	the Council designated 18.5ha Strategic Suitable Alternative Natural Green Space (SANGS) in Barkham.
“Rooks Nest Wood SANGS Contribution”	the sum of £3,546.86 (Three Thousand Five Hundred and Forty Six Pounds and Eighty Six Pence) towards the provision of SANG Capacity in Rooks Nest Wood SANG to mitigate the impact of the Development on the SPA
“SANG Capacity”	means 0.0192 hectares of the Rooks Nest Wood SANG being the amount of SANG which needs to be provided to mitigate the adverse impacts of the Development upon the SPA.
“SPA”	Thames Basin Heaths Special Protection Area designated by the Secretary of State for Environment, Food and Rural Affairs on 9 March 2005 pursuant to Council Directive 79/409/EEC of 2 April 1979 on the conservation of wild birds.
“Strategic Access Management and Monitoring Contribution”	the sum of £1,306 (One Thousand Three Hundred and Six Pounds) (Index-Linked) payable to the Council towards the management and monitoring of strategic access to the SPA
“Site”	the land south west of 1 Norton Road Riseley and shown for identification purposes only edged red on the Plan.
“Thames Basin Heaths Special Protection Area”	the area designated on 9 March 2005 under the Wild Birds Directive (Council Directive 79/409/EEC on the Conservation of Wild Birds) to protect three species of breeding birds; woodlark, Dartford warbler and nightjar being a fragmented area of

	European importance in the counties of Surrey, Hampshire and Berkshire
“Thames Basin Heaths SPA Access Management and Monitoring Project”	the project established to deliver measures required to avoid and mitigate against the recreational impacts of housing development on the SPA the detail of which is set out in Schedule 3 of the Agreement dated 14th July 2011

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, 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).
- 2.10 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.
- 2.11 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 Owner 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 Owner and its successors in title and assigns and the persons claiming under or through it.

4 CONDITIONALITY

This Deed is conditional upon the grant and issue of the Planning Permission.

5 THE OWNER’S COVENANTS

- 5.1 The Owner covenants with the Council as set out in Schedule 1
- 5.2 The Owner covenants with the Council that it will give not less than ten (10) days prior notice in writing to the Council of:
 - 5.2.1 the date of Commencement of Development
 - 5.2.2 the date of first Occupation of the Development

6 THE COUNCIL’S COVENANTS

The Council covenants with the Owner as set out in Schedule 2.

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on or before Commencement of Development the Monitoring Fee and the Owner shall not Commence Development until the Monitoring Fee has been paid to and received by the Council.
- 7.2 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.
- 7.3 This Deed shall be enforceable as a local land charge and shall be registered as such by the Council.
- 7.4 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.
- 7.5 Where any payment of costs or other payments are to be made by the Owner to the Council such costs and other payments shall be deemed to be reasonable and proper.
- 7.6 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.8 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.9 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 but without prejudice to liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations which shall not constitute an interest.

- 7.10 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.
- 7.11 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions in any capacity (including in particular its capacities as highway authority and local planning authority) and the rights, powers, duties and obligations of the Council under private, public or subordinate legislation may be effectively exercised as if it were not a party to this Deed.

8 MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that its interest in the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

9 WAIVER

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.

10 OWNERSHIP

- 10.1 The Owner agrees with the Council to give the Council written notice within 21 days of any change in 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.
- 10.2 The Owner warrant that no person other than the Owner has any legal or equitable interest in the Site other than what is stated at the beginning of this Deed.

11 INTEREST

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

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

13 DISPUTES

- 13.1 In the event of there being any dispute between the parties hereto in respect of any of the terms of this Deed such dispute shall be determined in accordance with this clause and either party to the dispute may at any time require by notice in writing to the other party to the dispute an independent expert to be appointed to resolve the dispute.
- 13.2 The expert (who shall be an appropriately qualified person to resolve the dispute in question) may be agreed upon by the parties to the dispute and in default of such agreement within one month of a requirement being made pursuant to this clause shall be appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party to the dispute made at any time after the said period of one month.
- 13.3 Notice in writing of their appointment shall be given by the expert to the parties to the dispute and they shall invite each to submit within a specified period (which will not exceed four weeks) any written representations each wishes to make to them.
- 13.4 The expert shall act as an expert and not as an arbitrator and they shall consider any written representation submitted to them within the said period and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with their own judgment.
- 13.5 The expert shall give notice in writing of their decision to the parties to the dispute within 2 months of their appointment or within such extended period as the parties may together allow.
- 13.6 The decision of the expert shall be final on all matters referred to them save in the case of manifest error.

- 13.7 If for any reason the expert shall fail to make a decision and give notice thereof within the time and in the manner herein before provided either party to the dispute may apply to the President of the Royal Institution of Chartered Surveyors for a substitute to be appointed in their place which procedure may be repeated as many times as necessary.
- 13.8 Each party to the dispute shall bear its own costs save that the fees of the expert and of the Royal Institution of Chartered Surveyors shall be in the expert's determination.
- 13.9 Nothing in this clause shall be construed as ousting the jurisdiction of the courts to enforce the provisions of this Deed.

14 JURISDICTION

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

15 DELIVERY

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 dated.

SCHEDULE 1

SPA Contributions

1. Strategic Access Management and Monitoring Contribution

- 1.1 The Owner covenants with the Council to pay the Strategic Access Management and Monitoring Contribution on or before Commencement of Development.
- 1.2 The Owner covenants with the Council not to Commence Development until the Strategic Access Management and Monitoring Contribution has been paid to and received by the Council.

2. Rooks Nest Wood SANG

- 2.1 The Owner covenants with the Council to pay the Rooks Nest Wood SANG Contribution on or before Commencement of Development
- 2.2 The Owner covenants with the Council not to Commence Development until the Rooks Nest Wood SANG Contribution has been paid to and received by the Council.

SCHEDULE 2
Council's Covenants

1. STRATEGIC ACCESS MANAGEMENT AND MONITORING CONTRIBUTION

The Council covenants that it will transfer the Strategic Access Management and Monitoring Contribution to the Co-ordinating Authority.

2. SANG PROVISION

The Council covenants that upon receipt of the Rooks Nest Wood SANG Contribution it will allocate the SANG Capacity within the Rooks Nest Wood SANG to the Development.

3. USE OF CONTRIBUTIONS

The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree

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:)

Authorised Signatory/ Solicitor

Executed as a deed by)
BALFORTON DEVELOPMENTS LTD)
acting by a director)

In the presence of:

Signature of witness:

Witness Name:

Witness Address:

Executed as a deed by)
MERIDIAN MARQUEES &)
TEMPORARY STRUCTURES LTD)
acting by a director)

In the presence of:

Signature of witness:

Witness Name:

Witness Address: