

Dated: _____ 2025

WOKINGHAM BOROUGH COUNCIL

- and -

ANDREW DENHAM, NARINDER SHERGILL AND MATTHEW JAMIESON SHARP

**Deed of Agreement to Provide Planning Obligations
pursuant to Section 106 of the Town and Country Planning Act 1990
in relation to the proposed development of land at Berkshire County Sports
Club, Sonning Lane, Sonning, Reading RG4 6ST**

Planning Reference Number: 242913

Wokingham Borough Council
Shute End
Wokingham
Berkshire
RG40 1BN

2025

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices, Shute End, Wokingham, Berkshire, RG40 1WH (the “Council”);
- (2) **ANDREW DENHAM, NARINDER SHERGILL AND MATTHEW JAMIESON SHARP** as Trustees of the Berkshire County Sports Club all c/o Berkshire County Sports Club, Sonning Lane, Sonning, Reading RG4 6ST (the “Owner”)

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 Owner is the leaseholder of the Site registered under HM Land Registry title number BK443417
4. The Planning Application has been made to the Council for planning permission for the Development on the Site.
5. The Council has not yet determined the Planning Application and the Owner enters into this Deed with the intent that some or all of the objections by the Council to the grant of Planning Permission are overcome.

1 DEFINITIONS

“Act”	the Town and Country Planning Act 1990, as amended
Biodiversity Gain Land	means the sum of £3,500.00 (Three Thousand Five Hundred Pounds) Index Linked to be paid by the Owner to the Council
Monitoring Contribution:	under the Schedule to this Deed to be applied by the Council as a financial contribution towards the Council's costs of monitoring compliance with the LEMP and the Owner's obligation to submit monitoring reports (both as detailed in the Planning Permission) and the relevant conditions of the Planning Permission.

“Biodiversity Gain Plan” the plan submitted to and approved by the Council to satisfy the development’s biodiversity net gain requirements pursuant to Schedule 7A of the 1990 Act

“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”, “Commence Development” and “Commencement” shall be construed accordingly

“Development”

erection of 3no. covered padel tennis courts and 3no. outdoor tennis courts with associated flood lighting, parking and club huts.

“LEMP”

A detailed specification to achieve the Development’s biodiversity net gain requirements 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

“Monitoring Fee”

means a sum calculated at a rate of five hundred and twelve pounds (£512.00) per planning obligation trigger 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) which shall amount to a maximum total sum of five hundred and twelve pounds (£512)

"Owner"	shall include any successors in title to any of the parties comprised within the definition of the Owner
"Parties"	means the Owner and the Council and where necessary or the context permits "Party" shall be construed as meaning one of the Parties
"Plan"	the plan attached to this Deed
"Planning Application"	the planning application made under reference 242913 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 forming part of Berkshire County Sports Club, Sonning Lane, Sonning, Reading RG4 6ST registered at HM Land Registry with leasehold under title number BK443417 and shown for identification purposes only on the Plan outlined in red

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.



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This drawing is to be read in conjunction with all relevant consultants, specialist manufacturers drawings and specifications.

Any discrepancies in dimensions or details on or between these drawings should be drawn to our attention.

All dimensions are in millimetres unless noted otherwise.

Any surveyed information incorporated within this drawing cannot be guaranteed as accurate unless confirmed by fixed dimension.

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P5	06.01.25	BOUNDARY AMENDED TO LA COMMENTS - ACCESS ROAD INCLUDED.	GJD
P4	13.11.24	BOUNDARY AMENDED TO SUIT REVISIONS.	GJD
P3	28.10.24	BOUNDARY AMENDED TO SUIT REVISIONS.	GJD
P2	16.10.24	BOUNDARY AMENDED TO SUIT REVISIONS.	GJD
P1	16.09.24	ISSUED TO THE CLIENT FOR COMMENT.	GJD
Rev	Date	Description	By

PLANNING

hparchitecture.co.uk / 01344 752 271
Manhattan House, 140 High Street, Crowthorne,
Berkshire RG45 7AY

Client

PADELSTARS

Project

PADEL COURTS,
BERKSHIRE COUNTY SPORTS CLUB

Drawing

LOCATION PLAN

Scale

Date

Drawn By

Checked By

1:1250@A1

06/01/2025

GJD

SS

Project No.

Drawing No.

Revision

24.415

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P5

- 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.

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 and to the intent that it shall bind the Owner, as owner of the Site, and its successors in title and assigns and the persons claiming under or through it.
- 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, as Owner of the Site, and its successors in title and assigns and the persons claiming under or through it.

4 CONDITIONALITY

- 4.1 With the exception of clauses 7.1 and 14, this Deed is conditional upon the grant of the Planning Permission.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out in the First Schedule.

- 5.2 The Owner covenants with the Council that they will give not less than seven (7) days prior notice in writing to the Council of the anticipated date of Commencement of Development.
- 5.3 The Owner covenants with the Council that they will notify the Council in writing of the actual date of Commencement of Development promptly and in any event within seven (7) days of that actual date of Commencement of Development.
- 5.4 The Owner covenants with the Council not to Commence Development until the notice required in clause 5.2 has been given.

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner as set out in the Fourth Schedule.

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on completion of this Deed:
- 7.1.1 the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and
- 7.1.2 the Land Registry fee of Forty Pounds (£40) payable in connection with the registration of this Deed against the title(s) of the Site.
- 7.2 The Owner shall pay the Monitoring Fee to the Council on or before Commencement of Development and shall not Commence Development until the Monitoring Fee has been paid to and received by the Council.
- 7.3 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.
- 7.4 This Deed shall be enforceable as a local land charge and shall be registered as such by the Council.
- 7.5 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.
- 7.6 Where any payment of costs or other payments are to be made by the Owner or Greentech 6, to the Council such costs and other payments shall be deemed to be reasonable and proper.

- 7.7 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.
- 7.8 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.
- 7.9 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
- 7.10 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.
- 7.11 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.
- 7.12 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.
- 7.13 This deed shall cease to bind the Site upon removal of the Development and reinstatement of the Site in accordance with the Planning Permission. Upon such removal and reinstatement, the Owner may notify the Council who will remove the land charge (in respect of this deed) registered in the local land charges register pursuant to clause 7.4 above once the Council is satisfied the obligations contained in this Deed have been complied with.

9 WAIVER

- 9.1 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.

10 CHANGE IN OWNERSHIP

- 10.1 The Owner agrees with the Council to give the Council immediate written notice 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.

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 dated.

SCHEDULE

PART ONE

OWNER'S COVENANTS

The Owner covenants with the Council as follows:

1. . The Owner covenants with the Council to pay the Biodiversity Gain Land Monitoring Contribution to the Council on or before Commencement of Development, and not to Commence Development until the Biodiversity Gain Land Monitoring Contribution has been paid to and received by the Council.
2. To provide access upon reasonable written request to the Council's authorised officers for the purpose of monitoring and inspection of the onsite landscaping scheme required pursuant to condition 3 of the Planning Permission

PART TWO

COUNCIL'S COVENANTS

1. The Council covenants to use the Biodiversity Gain Land Monitoring Contribution for the purpose of monitoring implementation and ongoing compliance of the Biodiversity Net Gain Plan and the LEMP and the Owner's obligation to submit monitoring reports (both as detailed in the Planning Permission) and the relevant conditions of the Planning Permission

IN WITNESS whereof the Parties hereto have executed and delivered 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

Signed as a DEED by:
ANDREW DENHAM
in the presence of: (signature – ANDREW DENHAM)

.....
Witness Signature

.....
Witness Name

.....

.....

.....
Witness Address

Signed as a DEED by:
NARINDER SHERGILL
in the presence of:

.....
(signature –NARINDER SHERGILL)

.....
Witness Signature

.....
Witness Name

.....

.....

.....
Witness Address

Executed as a DEED by
MATTHEW JAMIESON SHARP
in the presence of:

.....
(signature MATTHEW JAMIESON SHARP)

.....
Witness Signature

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Witness Name

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Witness Address