



**WOKINGHAM
BOROUGH COUNCIL**

DATED 21st FEBRUARY **2025**

WOKINGHAM BOROUGH COUNCIL

-and-

THE SECRETARY OF STATE FOR DEFENCE

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 proposed development on land known as Moat House, Biggs
Lane, Arborfield, Wokingham, RG2 9LN**

Planning Reference Number 242252

Legal Ref: 34000002/481

Legal Services
Wokingham Borough Council
Council Offices
Shute End
Wokingham
Berkshire
RG40 1BN

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THIS DEED OF AGREEMENT is made the *21st* day of *FEBRUARY* Two Thousand and Twenty-Five

BETWEEN

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices, Shute End, Wokingham, Berkshire, RG40 1WH (the “**Council**”); and
- (2) **THE SECRETARY OF STATE FOR DEFENCE** of Acquisitions & Disposals, Defence Infrastructure Organisation, Ramillies Building, 1st Floor Zone 1 (IDL 415), Marlborough Lines, Andover, Hampshire, SP11 8HL (the “**Owner**”).

RECITALS

- A. The Council is the local planning authority for the purpose of the Act for the area in which the Site (as hereinafter defined) is situated and by whom the planning obligations created by this Deed are enforceable.
- B. The Council is the local highway authority for the area in which the Site is situated.
- C. The Owner is the freehold owner of the Site registered at HM Land Registry with title absolute under title number BK403669.
- D. The Planning Application has been made to the Council for planning permission for the Development on the Site.
- E. The Moat House building, at which the Development is primarily due to take place, is a listed building and so, in addition to the Planning Application, an application for listed building consent has also been submitted to the Council (given reference 242253).
- F. 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.
- G. The Parties are satisfied that the planning obligations secured by this Deed are necessary to make the Development (as hereinafter defined) acceptable in planning terms, are directly relevant to the Development and are fairly and reasonably related in scale and kind to the Development in compliance with Regulation 122 of the CIL Regulations.

1. DEFINITIONS AND INTERPRETATION

- 1.1 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
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 (as amended)
"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 change of use of the Moat House building from office (use class E) to residential (use class C3) to provide 4 no. residential Dwellings and associated internal roads, parking, landscaping, drainage, plant, bin, and cycle storage (and "Development's" shall be construed accordingly)
"Dwelling"	any dwelling (including a house flat or maisonette with associated garden garage

driveway and parking spaces) to be constructed / created / adapted on the Site pursuant to the Planning Permission and “Dwellings” shall be construed accordingly

“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 comparable 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 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

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

finalised at such time as A is calculated then the forecast figure will be used for the purposes of the calculation

“Monitoring Fee”

means a sum calculated at a rate of Five Hundred and Twelve Pounds (£512.00) 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) which amounts to a total sum of Two Thousand Five Hundred and Sixty Pounds (£2,560.00)

“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 and ‘Occupy’ shall be construed accordingly

“Parties”

means the Owner and the Council (and their successors) 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 (full) planning application made under Council reference 242252 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”

that part of the land known as Arborfield Garrison, Biggs Lane, Arborfield, Reading



Scale 1:250

Rev. _____ Date _____ Detail _____

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Drawing Title **PROPOSED SITE PLAN**

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PLANNING ISSUE

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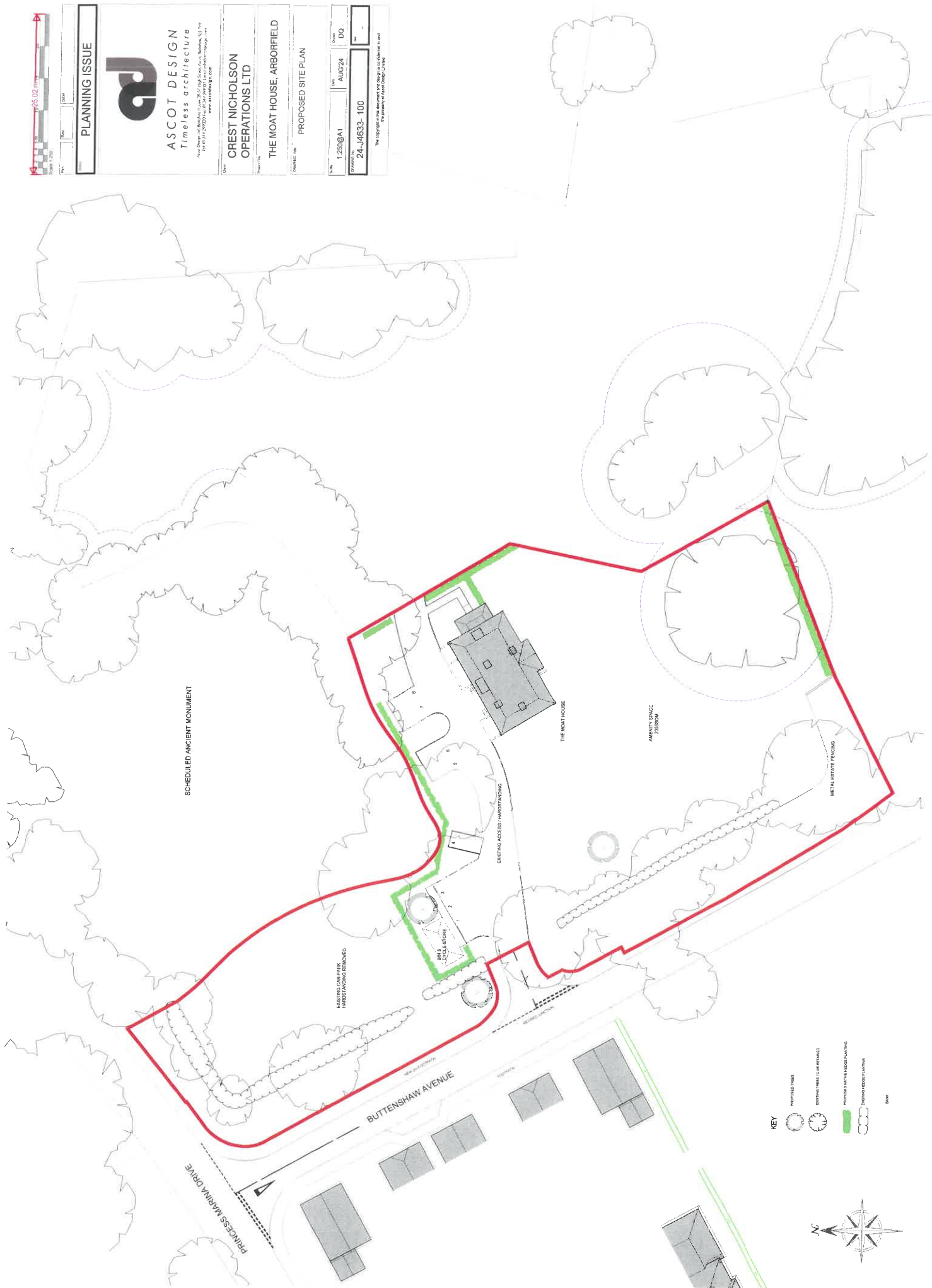
THE MOAT HOUSE, ARBORFIELD

PROPOSED SITE PLAN

Scale: 1:250 @ A1 Date: AUG 24 Drawn by: DO

Drawing No: 24-14633-100

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registered at HM Land Registry with title number BK403669 and shown for identification purposes only edged red on the Plan

“Statutory Undertaker” means a statutory undertaker as defined by section 262 of the Act and Article 2(1) of the Town and Country Planning (General Permitted Development) (England) Order 2015 and shall include persons authorised under any enactment to carry on an undertaking for the supply of electricity gas water and any sewerage undertaking

“Working Day” means any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a statutory Bank Holiday in England and “Working Days” shall be construed accordingly

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 of Parliament 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 of Parliament 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 Where the context so admits, words defined in the individual schedules to this Deed apply to the rest 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 and its successors in title and assigns and the persons claiming under or through it.

4. CONDITIONALITY

- 4.1 With the exception of this clause and clauses 7.1 and 14 which shall come into effect on the date hereof, this Deed is conditional upon the grant of the Planning Permission.

5. THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council to observe and perform the covenants, restrictions and obligations expressed to be given by the Owner as set out in the schedules to this Deed.
- 5.2 The Owner covenants with the Council that it will give not less than five (5) Working Days' prior notice in writing to the Council of:
- 5.2.1 the date of Commencement of Development;
 - 5.2.2 the intended date of first Occupation of the first Dwelling to be Occupied as part of the Development;
 - 5.2.3 the intended date of first Occupation of the final Dwelling.
- 5.3 The Owner covenants with the Council that it will give written notice of the following events to the Council no later than five (5) Working Days after each event:
- 5.3.1 the actual date of first Occupation of the first Dwelling to be Occupied as part of the Development, and
 - 5.3.2 the actual date of first Occupation of the final Dwelling.

6. THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations expressed to be given by the Council as set out in this clause 6 and the schedules to this Deed.
- 6.2 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.
- 6.3 Save for the Biodiversity Net Gain On-Site Monitoring Contribution (as defined in schedule 1 of this Deed) and the Strategic Access Management and Monitoring Contribution (as defined in schedule 2 of this Deed), in the event of any other sum (or part) paid under the terms of this Deed remaining unallocated or unspent for the purposes referred to in this Deed for which sum (or part) was paid for a period of fifteen (15) years from the date of the final payment thereof the said sum (or part) shall to that extent be repayable on demand to the person who made the

payment provided that if the Council (or a relevant third party) has entered into a contract prior to the expiry of the fifteen (15) year period in respect of matters which relate to the said sum the period shall be extended until the completion of the contract or payment of the final account under the contract whichever is later.

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 (£40.00) payable in connection with the registration of this Deed against the title(s) of the Site.

7.2 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.

7.3 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 following completion of this Deed.

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, 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 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 hand delivered or sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant Party.
- 7.8 Each notice served in accordance with clause 7.7 of this Deed shall be deemed to have been given or made and delivered as follows:
- 7.8.1 if by hand delivery when left at the relevant address provided that this is prior to 5.00 pm on a Working Day or if after 5.00 pm then on the next Working Day; or
- 7.8.2 if by recorded delivery twenty-four (24) hours after posting.
- 7.9 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.
- 7.10 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.
- 7.11 If an event outlined at clause 7.10 arises, following written request of the Owner, the Council shall remove (or shall make an application to remove) the local land charges entry referring to this Deed as soon as reasonably possible.
- 7.12 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.
- 7.13 The obligations set out in this Deed shall not bind nor be enforceable against:
- 7.13.1 individual owners, occupiers, tenants or lessees of the Dwellings (or their mortgagee or chargee or any person deriving title through or under them);
- 7.13.2 any mortgagee or chargee of the Owner unless and until it has become a mortgagee in possession of any part of the Site or has exercised its power of sale under its security or has appointed a receiver or has foreclosed in respect of all or any part of it; and

7.13.3 any Statutory Undertaker who has acquired any interest in any part of the Site for the purpose of the supply of gas, electricity, water, drainage or telecommunication services or other similar services nor any mortgagee or charge of any Statutory Undertaker.

7.14 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.

7.15 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.

7.16 The Parties agree that they will act reasonably, properly, diligently and in good faith in observing and performing their covenants, restrictions and obligations under this Deed.

8 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.

9 CHANGE IN OWNERSHIP

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 Dwelling purchased by reference to a plan.

10 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 four (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.

11 VAT

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

12 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

13 DISPUTE RESOLUTION

- 13.1 In the event of any dispute or difference arising between any of the Parties to this Deed in respect of any matter contained in this Deed which the parties cannot resolve among themselves, such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the Parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 13.2 The Owner shall not be entitled to refer for expert determination pursuant to Clause 13.1 any matter that relates to the quantum of any contribution that they are required to pay pursuant to this Deed.
- 13.3 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either Party to the president for the time being of the Law Society for him to appoint a solicitor to determine the appointment or suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body (as appropriate) such solicitor acting as an

expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

- 13.4 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received any file or written representation from both parties.
- 13.5 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten (10) Working Days.
- 13.6 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 13.7 No dispute difference or question may be referred to an expert unless the dispute difference or question has first been addressed in a notice from one party to the other party and the parties shall have met in good faith to resolve the dispute or difference amicably but have failed to do so.

14 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 – BIODIVERSITY NET GAIN

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Biodiversity Gain Plan”	means the plan submitted to, and approved by the Council, to satisfy the Development's biodiversity net gain requirements pursuant to Schedule 7A of the Act
“Biodiversity Net Gain On-Site Monitoring Contribution”	means the Index-Linked sum to be calculated by the Council based on a rate of Three Thousand Six Hundred Pounds (£3,600.00) for the first hectare or part hectare of land to be monitored and thereafter Three Thousand Six Hundred Pounds (£3,600.00) pro rata for each additional hectare / part hectare to be paid by the Owner to the Council for the purpose of monitoring compliance with the Biodiversity Gain Plan

The Owner covenants with the Council as follows:

1. To pay the Biodiversity Net Gain On-Site Monitoring Contribution to the Council on or before Commencement of Development.
2. Not to Commence the Development until the Biodiversity Net Gain On-Site Monitoring Contribution has been paid to and received by the Council.

SCHEDULE 2 – SPA CONTRIBUTION

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“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” an Index-Linked sum towards the management and monitoring of strategic access to the SPA calculated for each Dwelling approved (including any affordable housing) as follows:

One bedroom dwelling	£563.00
Two bedroom dwelling	£784.00
Three bedroom dwelling	£1,042.00
Four bedroom dwelling	£1,225.00
Five bedroom dwelling	£1,400.00

“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 an agreement dated 14th July 2011

PART 1 – OWNER’S OBLIGATIONS

1. STRATEGIC ACCESS MANAGEMENT AND MONITORING CONTRIBUTION

- 1.1 The Owner covenants with the Council to pay the Strategic Access Management and Monitoring Contribution to the Council 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.

PART 2 – COUNCIL’S COVENANTS

1. Strategic Access Management and Monitoring Contribution

The Council covenants that it will apply the Strategic Access Management and Monitoring Contribution on the managing and monitoring of SPA sites which may include some or all of the following:

- i. Finalising and securing implementation of mechanisms of collecting developer contributions from Local Authorities and redistributing them to the Thames Basin Heaths SPA Access Management and Monitoring Project
- ii. Promotion of new access opportunities for local people
- iii. Monitoring of Planning Permissions granted which will affect SPA sites
- iv. Monitoring of visitor use of SANGS and SPA sites
- v. Monitoring of SPA sites for birds which are contained within annexe 1 of the EU Birds Directive
- vi. Analysis and reporting on monitoring data acquired by the Thames Basin Heaths SPA Access Management and Monitoring Project
- vii. Provision of an SPA wide on-the-ground wardening service to support and supplement existing management mechanisms
- viii. Provision of education programmes
- ix. Appropriate branding of SANGS and SPA sites
- x. Creation of new volunteering opportunities (within the monitoring process)
- xi. Demonstration of best practice for strategic access management of visitors and visitor infrastructure; particularly where the supply of open space within the vicinity of the Development is heavily dependent on protected areas.

SCHEDULE 3 – TRAVEL AND TRANSPORT CONTRIBUTIONS

i. **Definitions**

In this schedule, the following additional words and expressions shall have the following meanings:

“My Journey”	the Council’s borough-wide travel awareness initiative which seeks to encourage Wokingham residents to consider and make use of the various transport options available to them for local journeys
“My Journey Contribution”	a contribution of Five Hundred and Sixty-Seven Pounds (£567.00) Index-Linked per Dwelling paid towards the implementation of My Journey initiatives in respect of this scheme
“Public Transport Contribution”	means a contribution calculated at a rate of Nine Hundred and Fourteen Pounds (£914.00) Index-Linked per Dwelling towards the funding of public transport (buses) to serve the area within which the Site is located

The Owner covenants with the Council as follows:

1. **My Journey Contribution**

- 1.1 To pay to the Council the My Journey Contribution prior to first Occupation of the Development.
- 1.2 Not to Occupy nor permit Occupation of any Dwelling within the Development until the My Journey Contribution has been paid to and received by the Council.

2. **Public Transport Contribution**

- 2.1 To pay to the Council the Public Transport Contribution prior to first Occupation of the Development.
- 2.2 Not to Occupy nor permit Occupation of any Dwelling within the Development until the Public Transport Contribution has been paid to and received by the Council.

SCHEDULE 4 – WEST COURT SANG

i. Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“2015 Section 106 Agreement”	the agreement made under, among others, section 106 of the Act dated 2 nd April 2015 between the Council, Crest Nicholson Operations Limited, The Secretary of State for Defence and others in relation to development at land known as Arborfield Garrison, Wokingham (application reference O/2014/2280), as subsequently amended (in particular by a deed of variation dated 12 th May 2021 between the Council, Crest Nicholson Operations Limited and The Secretary of State for Defence (application reference 193154)).
“Completed”	means the completion of the construction of the whole of the West Court SANG as evidenced by the issuing of the certificate(s) of practical completion (or deemed issue of those certificate(s)) in accordance with the provisions of schedule 5 of the 2015 Section 106 Agreement.
“West Court SANG”	the area of suitable alternative natural greenspace to be created on the land edged red on the plan annexed to the 2015 Section 106 Agreement at Annex 6 titled ‘SANG Layout Plan – West Court’.

The Owner covenants with the Council as follows:

1. Not to Occupy or cause the Occupation of any Dwelling unless and until the West Court SANG has been fully Completed.

THE COMMON SEAL of
WOKINGHAM BOROUGH COUNCIL
was affixed to this Deed in the presence of:-

)
)
)
)



.....
~~Solicitor~~ / Authorised Signatory



36971

THE CORPORATE SEAL OF
THE SECRETARY OF STATE FOR DEFENCE
hereunto affixed is authenticated by



Authorised Signatory

THOMAS ANTONY EASTMAN
G7 - ASSISTANT HEAD OF ESTATES



SEAL NO: 37253
MINISTRY OF DEFENCE
DEFENCE INFRASTRUCTURE ORGANISATION
ANDOVER SP11 5HJ



**WOKINGHAM
BOROUGH COUNCIL**

Head of Legal delegation to named employees of Wokingham Borough Council for authority to seal any Wokingham Borough document

I authorise the following employees of Wokingham Borough Council to carry out the functions of the Head of Legal as set out in paragraph 1.6.5 of Wokingham Borough Council's Constitution, copied below.

Solicitor
Barrister
Chartered Legal Executive
Paralegal
Legal Assistant

Neil Allen
Head of Legal
Date: 9 February 2023

1.6.5 Common Seal of the Council

The Common Seal of the Council will be kept in a safe place in the custody of the Head of Legal. A decision of the Council, or of any part of it, will be sufficient authority for sealing any document necessary to give effect to the decision. The Common Seal will be affixed to those documents which in the opinion of the Head of Legal should be sealed. The affixing of the Common Seal will be attested by the Head of Legal, or some other person authorised by him/her.

