

Dated: _____ 2025

WOKINGHAM BOROUGH COUNCIL

- and -

PETER MAURICE DENT

and PATRICIA KAY DENT and JAMES MARTIN BROAD

- and -

TAYLOR WIMPEY UK LIMITED

Deed of Variation

pursuant to Section 106A of the Town and Country Planning Act 1990

in relation to the proposed development on land at

WATMORE LANE WINNERSH WOKINGHAM

Wokingham Borough Council
Shute End
Wokingham
Berkshire
RG40 1BN

This Deed is made the day of

2025

BETWEEN

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices Shute End Wokingham Berkshire RG40 1WH ("the Council")
- (2) **PETER MAURICE DENT** of 2, Brompton Grove, Burton, Milford Haven Pembrokeshire SA73 1LR and **PATRICIA KAY DENT** of 2 Grove Farm Cottages Hall Road Spexhall Halesworth IP19 0RR and **JAMES MARTIN BROAD** of 10, The Hermitage, Richmond, Surrey TW10 6SH ("the Owners")
- (3) **TAYLOR WIMPEY UK LIMITED** (Company Registration Number 1392762) whose registered office is Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR ("the Developer")

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 are the freehold owners of the Site registered under HM Land Registry title number BK357813.
4. The Developer is the beneficiary of an option to purchase dated 30 September 2010, 21 September 2017 and 26 July 2018 made by agreement between the Owners and the Developer.
5. T.A. Fisher & Sons Limited of Theale Court, 11-13 High Street, Theale, Reading RG7 5AH owns the freehold of the access land to the Site pursuant to HM Land Registry title number BK146918.
6. The Principal Agreement was completed on 27 February 2024 and the Outline Planning Permission was granted by the Secretary of State.
7. Since the Principal Agreement was entered into Noble Robert Henry Graham has ceased to be a trustee of the Site.
8. At the request of the Developer, the Owners and the Council have agreed to enter into this Deed to vary the terms of the Principal Agreement as set out herein.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

1.1 For the purposes of this Deed, except where otherwise specified or where the context otherwise requires all the definitions and interpretations in the Principal Agreement shall apply as if the same were set out herein.

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

“Appeal”	the appeal to the Secretary of State which was determined by the Secretary of State or his appointed Planning Inspector in relation to the Council’s refusal of the Planning Application given appeal reference number APP/X0360/W/23/3331651;
“Outline Planning Permission”	the outline planning permission granted by the Secretary of State pursuant to the Appeal on 6 March 2024;
“Principal Agreement”	the Section 106 Agreement dated 27 February 2024 between (1) Wokingham Borough Council (2) Noble Robert Henry Graham and Peter Maurice Dent and Patricia Kay Dent and (3) Taylor Wimpey UK Limited.
“Variation Application”	the application to vary the Outline Planning Permission made under section 96a of the Act with reference 250640.

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.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to all powers enabling the parties and in particular Section 106 and 106A 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 Owners and the Developer and their successors in title and assigns and the persons claiming under or through them.
- 3.2 The obligations imposed upon the Owners and the Developer under this Deed create planning obligations pursuant to Section 106 and 106A of the Act and are enforceable by the Council as local planning authority against the Owners and the Developer and their successors in title and assigns and the persons claiming under or through them.

4 CONDITIONALITY

- 4.1 Schedule 1 to this Deed is conditional upon the grant of the Variation Application by the Council and the Commencement of Development.
- 4.2 The provisions of this Deed shall not be binding on the following:

- 4.2.1 any owner or occupier of an individual Dwelling;
- 4.2.2 any Mortgagee or chargee unless and until they become a Mortgagee or chargee in possession in which case it too will be bound by the obligations as if it were a successor in title and assigns;
- 4.2.3 a statutory undertaker after the transfer or lease of the statutory apparatus in respect of any land upon or in which the statutory apparatus is situated.

5 VARIATIONS TO THE PRINCIPAL AGREEMENT

- 5.1 The Owners and the Developer hereby agree with the Council:
 - 5.1.1 to vary the Principal Agreement in the manner set out in Schedule 1 to this Deed;
and
 - 5.1.2 to observe and perform the covenants which are contained in the Principal Agreement as varied by Schedule 1 to this Deed with the intent that the same shall bind the Site and be enforceable without limit of time not only against the Owners but also against each and any of their successors in title and any person claiming any legal or equitable estate or interest in the Site or any part or parts of it as if that successor and person had also been an original covenanting party
- 5.2 Except where an obligation is varied, the Principal Agreement shall continue in full force.

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owners and the Developer as set out in the Seventh Schedule.

7 MISCELLANEOUS

- 7.1 The Owners and/or the Developer shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed and the Land Registry fee of Forty Pounds (£40) payable in connection with the registration of this Deed against the title(s) of the Site; and
- 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 Owners and/or the Developer 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 Owners) 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.
- 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 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.

10 VAT

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

12 JURISDICTION

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

13 DELIVERY

- 13.1 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.

14. DISPUTES

- 14.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed then the parties shall use their reasonable endeavours to resolve the same within 20 (twenty) Working Days of the dispute, disagreement or difference arising.
- 14.2 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 such dispute or difference shall in the event it cannot be resolved in accordance with 14.1 be referred to an independent and suitable person holding appropriate professional qualification to be appointed (in the absence of 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.

- 14.3 The Owners and the Developer shall not be entitled to refer for expert determination pursuant any matter that relates to the quantum of any contribution that they are required to make pursuant to this Deed.
- 14.4 In the absence of agreement as to the appointment of suitability of the person to be appointed pursuant to clause 14.2 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 dispute such senior 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.
- 14.5 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.
- 14.6 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.

FIRST SCHEDULE

AMENDMENTS TO THE PRINCIPAL AGREEMENT

1. The definitions of Commencement of Development, Affordable Housing Plan, Allotments Specification, Bus Stop Improvements Contribution, Employment Skills Contribution, Employment Skills Plan, Monitoring Fee, My Journey Contribution, Offsite Sports and Recreation Contribution and Play Area shall be deleted and the following definitions inserted into clause 1 of the Principal Agreement in alphabetical order:

“Affordable Housing Plan” a plan required to be approved in writing by the Council setting out the location **and number of** the Affordable Housing Dwellings which will be provided **within each Phase**

“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 including establishment of construction compounds and creation of temporary construction accesses, investigation for the purposes of assessing contamination, diversion and laying of services and the erection of any temporary means of enclosure for the purposes of site security and the temporary display of advertisements and “Commence” and “Commencement” shall be construed accordingly

“Employment Skills Contribution” the sum Index-Linked (calculated by the Council using the formula set out below) payable to the Council in lieu of the production of an Employment Skills Plan **in respect of a Phase** and which, if received, is to be spent by the Council on supporting employment, training, apprenticeship and other appropriate initiatives to support the promotion of employment opportunities in the Borough of Wokingham:

Formula for calculating contribution set out for information:

1 x £3750 = Employment Skills Contribution

Where 1 is the total number of jobs created and apprenticeship starts identified in the Bands using V being the value of the construction costs of the development to be applied to the Bands below

Where $V = C \times D$

Where C= interior floor space of the Phase in square metres using the number and size of Dwellings approved by the **relevant** Reserved Matters **for that Phase**

Where D= the costs of construction per square metre as set out by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor (Currently £1,025.00)

	Bands									
Outcomes	1	2	3	4	5	6	7	8	9	10
	£1-3.5m	£3.5-6m	£6-10m	£10-15m	£15m-20m	£20-30m	£30-40m	£40-50m	£50-60m	£60-100m
Community Skills Support CSCS cards School Visits etc	3	5	7	9	11	13	16	18	19	21
Apprenticeship Starts	0	2	4	6	7	8	9	10	11	12
Jobs Created	1	2	3	6	7	8	9	9	11	11

“Employment Skills Plan” a **Phase** specific plan which includes:

- (a) a timetable for its implementation and which complies with the Council's policy TB12 detailing how the Development accords opportunities for training, apprenticeship or other vocational initiatives to develop local employability skills required by developers, contractors and end users; and

(b) a supporting method statement to accompany the plan,

both of which are to be submitted by the Owners and the Developer to the Council for approval in writing prior to the Commencement of Development **for that Phase** and which (with reference to the table above and the bands therein which correspond to a cost of construction for the development) shall provide for the required number of community skills support activities, jobs created and apprenticeship starts as are detailed in the relevant band from the above table, or such other mix as is approved in writing by the Council

“Monitoring Fee”

a sum calculated at a rate of £474.00 (four hundred and seventy four pounds) 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) shall amount to a maximum total sum of Three Thousand Seven Hundred and Ninety Two Pounds (£3,792.00) in respect of the first Phase and a maximum total sum of Three Thousand Three Hundred and Eighteen Pounds (£3,318.00) in respect of the second Phase

“My Journey Contribution”

a contribution of Five Hundred and Forty Pounds (£540) Index-Linked per Dwelling paid towards the implementation of My Journey initiative in respect of this scheme **payable on a Phased basis**

“Offsite Sports and Recreation Contribution”

the sum of Three Thousand Two Hundred and Fifty Six Pounds (£3,256.00) Index-Linked per Dwelling paid towards the provision of off-site sports and recreation facilities or the enhancement of existing sports and recreation facilities in the Wokingham Borough **payable on a Phased basis**

“Phase”

any phase of the Development as identified on the Phasing Plan and “Phased” shall be construed accordingly

“Phasing Plan”

the plan identifying the Phases of the Development to be approved by the Council in accordance with Condition 2 of the Planning Permission

“Play Area”

means the LAP the LEAP and the NEAP the exact location specification and boundaries of each are to be agreed in writing by the Council pursuant to a Reserved Matters Application **in respect of a Phase**

2. Clause 7.1.2 of the Original Agreement shall be amended to read as follows:

“7.1.2 on or before Commencement of Development the Monitoring Fee in respect of the first Phase and on or before Commencement of the second Phase the Monitoring Fee in respect of the second Phase”

3. Paragraph 1 of Part One of the First Schedule shall be amended to read as follows:

*“1.1 That 40% of the total number of Dwellings on the Site shall be provided as Affordable Housing by constructing the Affordable Housing Dwellings in accordance with this Schedule and in the location shown on the Affordable Housing Plan such Affordable Housing Plan **in respect of a Phase** to be submitted to the Council on or before the submission of **the relevant** Reserved Matters and which shall be subject to the Council’s written approval. For the avoidance of doubt there is no requirement for each Phase of the Development and each Affordable Housing Plan for a Phase to provide for 40% Affordable Housing provision in a Phase SUBJECT TO 40% of the total number of Dwellings on the Site being provided as Affordable Housing.*

*1.2 The Affordable Housing Dwellings shall comprise a mix of tenures to be provided to the Council no later than **submission of the first** Reserved Matters ~~stage~~ (whether or not contained in an Affordable Housing Plan) and which is subject to approval in writing by the Council but which is proposed to be made up of 4% Affordable Rented Housing, 25% First Homes, 5% Shared Ownership Housing and 66% Social Rented Housing (unless otherwise agreed by the Council in writing). The indicative mix (based on 40% of 234 Dwellings comprised in the Development is as follows)”*

4. Paragraphs 3.1-3.3 and 3.5-3.8 of Part One of the First Schedule shall be amended as follows:

- “3.1 Not to commence construction of any Open Market Dwellings within a Phase ~~the Development~~ unless and until the precise number, location and mix of the Affordable Housing Dwellings for the Development has been approved in writing by the Council.
- 3.2 Not to Commence Development of a Phase until it has submitted to the Council the name of the chosen Preferred Registered Provider or obtained written consent of the Council confirming the Council’s approval of the Approved Registered Provider.
- 3.3 Not to commence the construction of the Affordable Housing Dwellings within a Phase any later than 3 (three) calendar months after the commencement of the construction of the Open Market Dwellings within a Phase.
- 3.5 To construct and make ready for Occupation 50% of the Affordable Housing Dwellings within a Phase to the reasonable satisfaction of the Council at no cost to the Council prior to not more than 40% of the Open Market Dwellings comprised within that Phase being first Occupied.
- 3.6 Not to Occupy or permit Occupation of more than 40% of the Open Market Dwellings within a Phase unless and until:
- 3.6.1 50% of the Affordable Housing Dwellings comprised within that Phase have been constructed in accordance with the Planning Permission; and
- 3.6.2 either the freehold ownership or (in the case of a flat) a minimum 125 (one hundred and twenty five) year lease in those Affordable Housing Dwellings (excluding First Homes) has been transferred/granted to a Preferred Registered Provider or other Approved Registered Provider as the case may be.
- 3.7 To construct and make ready for Occupation 100% of the Affordable Housing Dwellings within a Phase to the reasonable satisfaction of the Council at no cost to the Council prior to not more than 75% of the Open Market Dwellings comprised within that Phase being first Occupied.
- 3.8 Not to Occupy or permit Occupation of more than 75% of the Open Market Dwellings within a Phase unless and until:

3.8.1 100% of the Affordable Housing Dwellings **comprised within that Phase** have been constructed in accordance with the Planning Permission; and

3.8.2 either the freehold ownership or (in the case of a flat) a minimum 125 (one hundred and twenty five) year lease in those Affordable Housing Dwellings has been transferred/granted to a Preferred Registered Provider or other Approved Registered Provider as the case may be.”

5. Paragraph 1 of the Second Schedule shall be amended as follows:

“1. Prior to Commencement of Development **of a Phase** the Owners and the Developer shall entirely at its own absolute discretion either:

1.1 pay to the Council the Employment Skills Contribution **due in respect of that Phase** (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 **in respect of that Phase**); or

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

6. Paragraph 1.1 of Part 1 of the Third Schedule shall be deleted.

7. Paragraph 1.2 of Part 1 of the Third Schedule shall be renumbered as paragraph 1.1 and amended as follows:

“1.1 To:

1.1.1 pay 50% of the Allotments Contribution to the Council prior to first Occupation of the Development;

1.1.2 not to Occupy nor permit Occupation of the Development until 50% of the Allotments Contribution has been paid to and received by the Council;

1.1.3 to pay the final 50% of the Allotments Contribution to the Council prior to the Occupation of the **112th** Dwelling; and

1.1.4 not to Occupy nor permit Occupation of more than **111** Dwellings until 100% of the Allotments Contribution has been paid to and received by the Council.”

8. Paragraph 1.2 of the Third Part of the Third Schedule shall be amended as follows:

“1.2. to submit to the Council for its written approval (such approval not to be unreasonably withheld or delayed) the Play Area Detailed Specification and Management Plan as part of the Reserved Matters in respect of the relevant **Phase** of the **Development Site which shall contain a Play Area**. As part of their approval of the Play Area Detailed Specification and Management Plan the Council shall supply to the Owners its calculation of the Play Area Commuted Sum (or relevant proportion for that area);”

9. Paragraph 1.3 of the Third Part of the Third Schedule shall be amended as follows:

“1.3. to construct and deliver the **relevant** Play Area in accordance with the Play Area Detailed Specification and Management Plan as approved in writing by the Council and in accordance with the requirements of this Schedule prior to the Occupation of 75% of the Dwellings within the **relevant Phase**;”

10. Paragraph 1.6 of the Third Part of the Third Schedule shall be amended as follows:

“1.6. prior to Occupation of 75% of the Dwellings within the **relevant Phase** to make such corrective amendments to the **relevant** Play Area as may be required to satisfy and/or correct any adverse safety comments made in such RoSPA report or such alternative report produced in accordance with the RoSPA Code of Good Practice for play areas and the RoSPA inspection methodology by a suitably qualified inspector registered with the Register of Play Inspectors International (RPII);“

11. Paragraphs 2 and 3 of the Fourth Schedule shall be amended as follows:

“2. **My Journey Contribution**

2.1 to pay to the Council **the proportion of** the My Journey Contribution **due in respect of a Phase** prior to first Occupation of **that Phase**; and

2.2 not to Occupy nor permit Occupation of **a Phase** until the **proportion of the** My Journey Contribution **due in respect of that Phase** has been paid to and received by the Council.

3. **Offsite Sports and Recreation Contribution**

- 3.1 to pay to the Council **the proportion of** the Offsite Sports and Recreation Contribution **due in respect of a Phase** prior to first Occupation of **that Phase**; and
- 3.2 not to Occupy nor permit Occupation of **a Phase** until the **proportion of the** Offsite Sports and Recreation Contribution has been paid to and received by the Council **that Phase**.”

12. Paragraph 1.1 of the Fifth Schedule shall be amended as follows:

- “1.1 Prior to the issue of **the first** Reserved Matters Approval by the Council to complete a further deed (“Estate Roads Deed”) with the Council pursuant to the Act and / or any other statutory enabling powers to secure the construction of the Estate Roads on the Site in accordance with the Estate Roads Specification and Plans submitted to and approved in writing by the Council prior to the issue of **the first** Reserved Matters Approval PROVIDED THAT it is agreed.”

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

SIGNED AS A DEED)
by the said **PETER MAURICE DENT**)
In the presence of:-)

Witness Signature:

Witness Name and Address:

Witness Occupation

SIGNED AS A DEED)
by the said **PATRICIA KAY DENT**)
In the presence of:-)

Witness Signature:

Witness Name and Address:

Witness Occupation

SIGNED AS A DEED)

by the said **JAMES MARTIN BROAD**)

In the presence of:-)

Witness Signature:

Witness Name and Address:

Witness Occupation

EXECUTED AS A DEED BY)

TAYLOR WIMPEY UK LIMITED acting by its)

.....

attorney(s) in the presence of)

.....

Witness Signature

Name

Address

Occupation