

Dated: _____ 20

GTO HOUSE LIMITED

and

~~TALAGREST 2000 A.D. LIMITED~~

and

GTO GROUP LIMITED

to

WOKINGHAM BOROUGH COUNCIL

Unilateral Undertaking 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 GTO House, Floral Mile, Bath Road, Hare Hatch, Wokingham, RG10 9ES

Planning Reference: 250452

This Deed is made the day of

202

BETWEEN

(1) GTO HOUSE LIMITED incorporated and registered in England and Wales with company number 14482943 whose registered office is at Century House, Wargrave Road, Henley-On-Thames, Oxfordshire, United Kingdom, RG9 2LT and whose address is shown at the Land Registry also as GTO Engineering, GTO House, Floral Mile, Hare Hatch, Reading RG10 9ES (**"the Freehold Owner"**)

~~(2) TALACREST 2000 A.D. LIMITED incorporated and registered in England and Wales with company number 03861391 whose registered office is at Fides House, 10 Chertsey Road, Woking, Surrey, England, GU21 5AB (**"the Mortgagee"**)~~

~~(3)~~(2) GTO GROUP LIMITED incorporated and registered in England and Wales with company number 14475015 whose registered office is at GTO House Floral Mile, Hare Hatch, Reading, United Kingdom, RG10 9ES (**"the Leasehold Owner"**)

TO

WOKINGHAM BOROUGH COUNCIL of Council Offices, Shute End, Wokingham, Berkshire RG40 1WH (**"the Council"**)

BACKGROUND

(A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.

(B) The Council is the local highway authority for the area in which the Site is situated.

(C) The Freehold Owner is the freehold owner of the Site registered at the Land Registry under Title Number BK139740 and BK381890 ~~both subject to a charge in favour of the Mortgagee and~~ both subject to a lease in favour of the Leasehold Owner.

(D) The Leasehold Owner is the leasehold owner of the Site registered at the Land Registry under Title Number BK525980.

(E) The Leasehold Owner has made the Planning Application and is proposing to carry out the Development.

(F) The Leasehold Owner intends to develop the Site pursuant to the Planning Permission with the consent of the Freehold Owner.

~~(G) The Mortgagee is the registered proprietor of the charges both dated 19 December 2022 referred to in entry number 12-14 of the charges register of Title number BK139740 and~~

~~entry number 8-10 of the charges register of Title number BK381890 and has agreed to enter into this deed to give its consent to the terms of the unilateral undertaking.~~

~~(H)(G)~~ The Owner gives this undertaking to perform the obligations set out in this deed.

~~(H)(H)~~ Each obligation undertaken in this deed by the Owner is a planning obligation for the purposes of Section 106 of the Act.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

"Act"	the Town and Country Planning Act 1990, 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 the Development” shall be construed accordingly.
“Development”	the proposed erection of a workshop including associated storage, landscaping and hardstanding, following the demolition of existing building as set out in the Planning Application.
“Employment Skills Contribution”	the sum of £3,750 Index-Linked towards supporting employment, training, apprenticeship and other appropriate initiatives to support the promotion of employment opportunities in the Borough of Wokingham.
“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 <u>increased</u> 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 Contribution"	The sum of £538 towards monitoring compliance with the obligations in this Deed.
"Owner"	the Freehold Owner and the Leasehold Owner
"Plan"	the plan attached to this Deed.
"Planning Application"	the full planning application made under reference 250452 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.
"Site"	The <u>land and buildings known as Gto-GTO</u> House, Floral Mile, Bath Road, Hare Hatch, Wokingham, RG10 9ES and shown edged red on the Plan

- 1.2 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.
- 1.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 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.
- 1.9 The clause headings shall not be taken into account for the purposes of the construction or interpretation of this Deed.
- 1.10 References to this Deed include references to its schedules and the schedules form a part of this Deed.
- 1.11 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. Statutory provisions

- 2.1 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.
- 2.2 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.
- 2.3 This deed comes into effect on the date of grant of the Planning Permission.

3. Covenants with the Council

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

4. Indexation of Contribution

4.1 All financial contributions payable to the Council will be Index Linked.

4.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased, then it includes reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or, in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Freehold Owner and the Leasehold Owner in writing.

~~5. Mortgagee's consent~~

~~5.1 The Mortgagee consents to the completion of this deed and declares that its interest in the Site shall be bound by the terms of this deed as if it had been executed and registered as a land charge before the creation of the Mortgagee's interest in the Site.~~

~~5.2 The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Site.~~

6.5. Release

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Site, except in respect of any breach subsisting prior to parting with such interest.

7.6. Determination of deed

This deed shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Commencement of Development;
- (b) is varied or revoked (without the consent of the Owner);
- (c) is quashed following a successful legal challenge (without the consent of the Owner); or,
- (d) is modified by any statutory procedure.

8.7. Local land charge

This deed is a local land charge and shall be registered as such by the Council and should the Council if the Council so requires with the Land Registry.

9.8. Interest on late payment

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.

10.9. Council's costs

The Owner shall pay the sum of **£1,570** towards the Council's reasonable and proper legal in connection with the preparation, completion and registration of this deed.

11.10. Ownership

11.110.1 The Owner warrants that no person other than the Owner and the Mortgagee has any legal or equitable interest in the Site.

11.210.2 The Owner covenants 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.

12.11. Notices

12.111.1 Any notices shall be deemed to have been properly served if sent by recorded delivery:

- (a) In the case of the Council marked for the Head of Planning (or equivalent at the time).
- (b) In the case of any other party to the address set out at the beginning of this Deed or where a company their registered address (and where such party is a company addressed to the Company Secretary)

13.12. Third party rights

A person who is not a party to this deed does not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

14.13. Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

15.14. Delivery

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

FIRST SCHEDULE

The Owner covenants with the Council:

1. ~~Prior to Commencement of the Development~~Upon completion of this Deed to pay the following to the Council and not to Commence the Development until the following has been paid by the Owner to the Council:
 - (a) Employment Skills Contribution; and,
 - (c) Monitoring Contribution.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

~~Witness Occupation~~

SIGNED AS A DEED)

On behalf of)

GTO HOUSE LIMITED)

Director

In the presence of:-

Witness Signature:

Witness Name and Address:

Witness Occupation

Witness Occupation

~~SIGNED AS A DEED~~)

~~On behalf of~~)

~~TALACREST 2000 A.D. LIMITED~~)

Director

In the presence of:-

~~Witness Signature:~~

~~Witness Name and Address:~~

Witness Occupation

SIGNED AS A DEED)
On behalf of)
GTO GROUP LIMITED)

Director

In the presence of:-

Witness Signature:

Witness Name and Address:

Witness Occupation