



**WOKINGHAM
BOROUGH COUNCIL**

DATED 2025

WOKINGHAM BOROUGH COUNCIL

-and-

SHARON MARGARET MILLETT and HOWARD CHARLES MILLETT

-and-

MACTAGGART & MICKEL STRATEGIC LAND LIMITED

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 on land between Lodge Road
and Tape Lane Hurst RG10 0EG
Planning Reference Number 242067**

Appeal Reference Number APP/X0360/W/25/3364304

Legal Ref: 34000002/540

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

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THIS DEED OF AGREEMENT is made the day of Two Thousand and Twenty-Five

BETWEEN

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices, Shute End, Wokingham, Berkshire, RG40 1WH (the “**Council**”), and
- (2) **SHARON MARGARET MILLETT and HOWARD CHARLES MILLETT** of Trecarnwenn Mead End Road Sway Lymington SO41 6EH (“**the Owner**”); and
- (3) **MACTAGGART & MICKEL STRATEGIC LAND LIMITED** (Company registration number 10401881) whose registered office is at London Office 167-169 Great Portland Street 5th Floor London W1W 5PF (“**the Developer**”)

RECITALS

- A. 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.
- 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 subject to a promotion agreement in favour of the Developer dated 5 March 2021.
- D. The Planning Application has been made to the Council for planning permission for the Development on the Site.
- E. The Council has refused the Planning Application on 29 November 2024 and the Owner and the Developer enters into this Deed in support of the Appeal.

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
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“Appeal”	means an appeal which is 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/25/3364304
“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”	means the proposed erection of up to 99 no. dwellings, green infrastructure, open space, pedestrian and cycle links, recreational facilities and other associated infrastructure and access points on Lodge Road and Tape Lane with required improvements. (All matters reserved except for means of access.)
“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 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 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

PROVIDED THAT the Index Linked sum shall never be less than the original sum specified as payable (where such sum is specified) under this Deed

“Management Company”

means a limited company registered at Companies House or any such future management company which shall replace it in respect of which the Owner shall be and then all of the owners of the Dwellings comprised in the Development shall eventually be members and shareholders and of which the principal objects shall include as applicable in accordance with the terms of this Deed:

- a. to hold the legal interest in the Estate Roads, the Open Space, LAP and Allotments (as applicable)
- b. to levy and collect charges including service charges from persons having a relevant legal interest within the Development in respect of the management, cleaning, maintenance, winter maintenance and repair of the Estate Roads, the Open Space, LAP and Allotments (as applicable) and arranging all necessary insurances, and
- c. to keep in good maintenance and repair the Estate Roads, the Open Space, LAP and Allotments (as applicable) constructed by the Owner; and

- d. to deliver the Bus Improvement Strategy by the appointment of a suitability qualified professional (if required)

“Monitoring Fee”	means a sum calculated at a rate of five hundred and thirty eight pounds (£538.00) 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 Fifteen Thousand and Sixty Four Pounds (£15,064.00)
“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.
“Open Market Dwellings”	shall mean any Dwellings which are not designated as Affordable Housing Dwellings (and “Open Market Dwelling(s) shall be constructed accordingly)
“Parties”	means the Owner the Developer 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 titled “Site Location Plan” attached to this Deed
“Planning Application”	the outline planning application made under Council reference 242067 for the Development



Application boundary



Drawing Title
Site Location Plan

Date	08/07/2024	Scale	1:2,000 at A3	Drawn by	MR	Check by	SR
Project No	1422	Drawing No	004			Revision	-

Mosaic



“Planning Inspector”	means an inspector appointed by the Secretary of State to determine the Appeal
“Planning Permission”	the planning permission granted pursuant to the Appeal and shall include any subsequent permissions under Section 73 of the Act permitting the carrying out of the Development
“Protected Tenant”	means in respect of an Affordable Housing Dwelling a person who: i. has exercised the right to acquire pursuant to section 180 of the Housing and Regeneration Act 2008 and governed by the Housing Act 1985 and modified by the Housing (Right to Acquire) Regulations 1997 or any equivalent statutory provision for the time being in force ii. has exercised any statutory right to buy or statutory preserved right to buy pursuant to the Housing Act 1985 or any equivalent statutory provision for the time being in force iii. has been granted a lease of a unit of Shared Ownership Housing by a Registered Provider and has subsequently purchased from the Preferred Registered Provider or Approved Registered Provider 100% of the equity and owns the entire unit of Shared Ownership Housing

“Reserved Matters Application”	an application for reserved matters relating to the Planning Permission
“Reserved Matters Approval”	means the approval of the Reserved Matters Application
“Secretary of State”	means the Secretary of State for Housing, Communities and Local Government from time to time appointed and includes any successor in function or any other Secretary of State authorised for the time being to exercise the powers given under section 77, 78 and 79 of the Act
“Site”	the land known as land between Lodge Road and Tape Lane Hurst registered at HM Land Registry with title number BK297703 and BK154069 and shown for identification purposes only edged red on the Plan

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 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 to the Site 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 10 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 seven (7) 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 Dwellings
- 5.2.3 the date of first Occupation of 50% of the Dwellings
- 5.2.4 the date of first Occupation of 60% of the Open Market Dwellings
- 5.2.5 the date of first Occupation of 70% of the Open Market Dwellings
- 5.2.6 the date of first Occupation of 75% of the Dwellings

6. THE COUNCIL'S COVENANTS

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 the schedules to this Deed.

7. MISCELLANEOUS

- 7.1 The Developer 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 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 PROVIDED THAT

7.2.1 In the event that the Inspector decides in his decision letter pursuant to clause 11.2 that Schedule 5 should be enforceable against the Owner then the Monitoring Fee shall increase by £ 1614 (one thousand six hundred and fourteen pounds)

7.2.2 In the event that the Inspector decides in his decision letter pursuant to clause 11.2 that Schedule 11 in relation to the Strategic Cycle Route Works should be enforceable against the Owner then the Monitoring Fee shall increase by £538 (five hundred and thirty eight pounds)

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 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 The obligations contained in this Deed shall not be binding upon nor enforceable against:
- 7.13.1 any statutory undertaker or other person acting under statutory authority who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services;
 - 7.13.2 an individual owner, occupier or tenant of an Affordable Housing Dwelling in their capacity as such EXCEPT for the obligations regulating the use of the Affordable Housing Dwellings as contained in the First Schedule and the obligations in the Schedule 11 of this Deed which shall remain binding SAVE THAT the said obligations regulating the use of the Affordable Housing Dwellings shall not be binding on Protected Tenant(s) or any successor in title to such Protected Tenant(s) and their mortgagees and their successors in title .

7.13.3 an individual owner/occupier of an Open Market Dwelling in their capacity as such, save for the obligations in the Schedule 11 which shall remain binding upon and enforceable against individual owners/occupiers

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 unit of occupation purchased by reference to a plan save that this clause 9 shall not apply to the disposal of any Dwellings to individual owner/occupiers

10 DISPUTE RESOLUTION

- 10.1 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.

- 10.2 The Owner shall not be entitled to refer for expert determination pursuant to clause 10.1 any matter that relates to the quantum of any contribution that they are required to make pursuant to this Deed.
- 10.3 In the absence of agreement as to the appropriateness/identity of the professional body pursuant to clause 10.1 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 appropriateness/identity of the professional body 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.
- 10.4 Any expert howsoever appointed shall be subject to the express requirement that a decision is 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 all parties to the dispute.
- 10.5 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.
- 10.6 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.
- 10.7 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.

11 APPEAL: MATERIALITY

- 11.1 Save for Schedule 5 and Schedule 9 and Schedule 10 (in relation to the Strategic Cycle Route Highway Works only) of this Deed if the Secretary of State or her Planning Inspector for the purposes of the determination of the Appeal shall in his decision letter for the Appeal clearly and expressly indicate that one or more of the planning obligations secured by this Deed are incompatible with any one or more of the criteria for planning obligations set out at Regulation 122 of the CIL Regulations, and/or that any such obligation is not a material planning consideration in respect of the determination of the Appeal and/or that he attaches no weight to the relevant obligation(s) for the purposes of his determination then the relevant obligation so expressly specified in the decision letter shall, from the date of the decision letter cease to have effect and the Owner shall be under no obligation to comply with it (but this shall not affect the validity or enforceability of the other obligations under this Deed) and for the avoidance of doubt where the Secretary of State or her Planning Inspector is silent upon any obligations then the obligations shall apply and be enforceable by the Council in accordance with the terms of this Deed.
- 11.2 In relation to Schedule 5 and Schedule 9 and Schedule 10 (in relation to the Strategic Cycle Route Highway Works only) of this Deed only, if the Secretary of State or her Planning Inspector for the purposes of the determination of the Appeal shall in his decision letter for the Appeal clearly and expressly indicate that the obligations of Schedule 5 and/or Schedule 9 and/or Schedule 10 (in relation to the Strategic Cycle Route Highway Works only) are in whole or in part necessary or otherwise in whole or in part meet the statutory tests set out in Regulation 122 of CIL Regulations then the said planning obligation or planning obligations to that extent shall apply and to that extent shall be enforceable by the Council (but this shall not affect the validity or enforceability of the other obligations under this Deed) and for the avoidance of doubt where the Secretary of State or her Planning Inspector is silent in the decision letter for the Appeal regarding Schedule 5 and/or Schedule 9 and/or Schedule 10 (in relation to the Strategic Cycle Route Highway Works only) then those obligations shall not apply nor be enforceable by the Council in accordance with the terms of this Deed

12 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.

13 VAT

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

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 - AFFORDABLE HOUSING

Owner's Covenants

i. Definitions

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

"Affordable Housing"	housing of different tenures provided with subsidy support for people who are unable to resolve their needs in the private housing market because of the relationship between local housing cost and their incomes such housing being provided for in conformity with the advice contained in the National Planning Policy Framework published by the Ministry for Housing, Communities & Local Government
"Affordable Housing Contribution"	a sum or sums of money to be calculated by the Council, using the Council's standard calculation methodology that exists at the relevant point in time, to be paid to the Council and used towards the off-Site provision or regeneration of Affordable Housing within the Council's administrative area
"Affordable Housing Dwellings"	shall mean 50% of the number of Dwellings for use as Affordable Housing consisting of a mix of Social Rented Housing and Shared Ownership Housing which shall be built in compliance with the Standards (the exact size, locations and mix of which are to be agreed at the Reserved Matters Application stage), and "Affordable Housing Dwelling(s)" shall be construed accordingly
"Affordable Housing Land"	that part of the Site upon which the Affordable Housing Dwellings are to be constructed the exact position of which is to be nominated by the Owner and reasonably agreed by the Council on or before the approval of the Reserved Matters Application

“Affordable Housing Plan”	means a plan required to be approved in writing by the Council setting out the location of the Affordable Housing Dwellings on the Site
“Approved Registered Provider”	shall mean a Registered Provider approved in writing by the Council (such approval will only be given if a Preferred Registered Provider is not able or willing to take on the Affordable Housing Dwellings and evidence of such is provided to the Council)
“Nominations Agreement”	an agreement substantially in the form of the draft nominations agreement annexed hereto by which the Council may nominate tenants for the Affordable Housing Dwellings
“Preferred Registered Provider”	shall mean the Council or any one of the following Registered Providers or their respective successors and permitted assigns each of whom is a Registered Provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modification thereto: - i A2Dominion - ii Aster - iii Housing Solutions - iv Loddon - v MTVH - vi Abri Group Limited - vii Sovereign - viii Vivid
“Registered Provider” or “RP”	shall mean either: (1) a registered provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modifications made thereto; or (2) the Council

“Shared Ownership Housing”	shall mean housing provided by a Registered Provider where the occupier will initially be offered an equity share in the property of 35% (with an option of purchasing a greater share either initially or subsequently should the occupier so wish) and pays a maximum rent of 1.5% per annum on the value of the unsold equity
“Social Rented Housing”	shall mean housing provided by a Registered Provider at target social rents (which are currently determined through the rent standard - that being an economic standard the ‘Regulator of Social Housing’ expects Registered Providers to comply with).
“Standards”	means built in accordance with the standards requirements and latest guidance issued by Homes England and/ or the Regulator of Social Housing and to meet the national space standards to ensure the provision of lifetime homes which are adaptable to varying needs

PART 1

Provision of Affordable Housing

The Owner covenants with the Council as follows:

1. That 50% of the 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.
2. That the Development shall contain 50% Affordable Housing Dwellings (of the total number of Dwellings within the Site) which shall comprise of a mix to be provided by the Owner to the Council no later than the Reserved Matters Application stage and which is subject to approval in writing by the Council but which is proposed to be made up of seventy (70%) Social Rented Housing Dwellings and thirty per cent (30%) Shared Ownership Housing Dwellings unless otherwise agreed by the Council in writing. The indicative sizes and numbers (based on fifty per cent (50%) of ninety nine (99) Dwellings comprised in the Development) are as follows:

PROVIDED THAT it is agreed that the above Dwelling sizes and numbers are based

Dwelling Size	Percentage of Affordable Housing Dwellings of each Size	Number of Affordable Housing Dwellings (50 in total)
1 bed 2 person flat/maisonette	20%	10
2 bed 3 person flat/maisonette	16%	8
2 bed 4 person house	30%	15
3 bed 5 person house	20%	10
4 bed 6 person house	14%	7

upon ninety nine (99) Dwellings being constructed as part of the Development and in the event that less than ninety nine (99) Dwellings are constructed as part of the

Social Rented Housing	Shared Ownership Housing
35 Dwellings	15 Dwellings

Development the sizes and the related percentages of the Affordable Housing Dwellings shall be based on a pro rata mix based on the sizes and the related percentages referred to in the above tables.

3. **Restriction on Use**

3.1 That the Affordable Housing Dwellings provided on the Site shall be owned and managed by a Preferred Registered Provider or an Approved Registered Provider as may be the case and subject to paragraph 3.4 of this part shall be retained for use as Affordable Housing in perpetuity.

3.2 To procure that the title in respect of each Affordable Housing Dwelling is subject to covenants:

- 3.2.1 restricting the use of that Affordable Housing Dwelling to either Social Rented Housing or Shared Ownership Housing (as appropriate), and
 - 3.2.2 requiring that on each occasion that such Affordable Housing Dwelling is let or sold in accordance with the Nomination Agreement the relevant provisions of this paragraph 3 are observed and performed.
- 3.3 Subject to the terms of this Deed and the Nomination Agreement:
 - 3.3.1 no Social Rented Housing Dwelling shall be Occupied other than as Social Rented Housing; and
 - 3.3.2 no Shared Ownership Housing Dwelling shall be Occupied other than as Shared Ownership Housing.
- 3.4 The restrictions on use in this part shall not bind:
 - 3.4.1 a mortgagee provided that such mortgagee who exercises any power of sale or leasing shall first have satisfied the mortgagee sale provisions set out in Part 2 of this Schedule, or
 - 3.4.2 any Protected Tenant (or their mortgagee) of an Affordable Housing Dwelling.
- 4. **Delivery of Affordable Housing**
 - 4.1 Not to commence construction of any Open Market Dwellings unless and until the precise Affordable Housing Dwellings number and mix and the Affordable Housing Plan have all been approved in writing by the Council.
 - 4.2 Not to allow or permit first Occupation of the Development 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.
 - 4.3 Not to commence construction of the Affordable Housing Dwellings any later than 6 calendar months after the commencement of construction of the Open Market Dwellings.

- 4.4 To construct the Affordable Housing Dwellings and make the same ready for Occupation in accordance with the Standards to the reasonable satisfaction of the Council as part of the Development upon the Site at no cost to the Council prior to the use or Occupation of more than sixty per cent (60%) of the Open Market Dwellings.
- 4.5 Not to permit more than seventy per cent (70%) of the Open Market Dwellings to be used or Occupied unless and until all of the Affordable Housing has been completed and either the freehold ownership or (in the case of a flat) a minimum 125 year lease has been transferred/granted to a Preferred Registered provider or to an Approved Registered Provider on the terms set out in Part 2 of this Schedule.
- 4.6 The Owner will give not less than seven (7) days prior notice in writing to the Council of the date of occupation of 60% and 70% of the Open Market Dwellings.
- 4.7 The Preferred Registered Provider or Approved Registered Provider as the case may be (as successor in title to the Affordable Housing Land) shall enter into a Nomination Agreement with the Council within 8 weeks of the transfer of any Affordable Housing Dwellings) to that provider, or such other timescale as the Council may agree.

5. Affordable Housing Cascade

- 5.1 If the Owner has used all reasonable and commercially prudent endeavours to secure contracts for the sale or other disposal of the Affordable Housing Dwelling(s) to a Preferred Registered Provider or an Approved Registered Provider in accordance with the restrictions contained in this Schedule for a period of at least six (6) months but has been unable to do so it shall notify the Council in writing to that effect such notice to include evidence of the reasonable and commercially prudent endeavours so used and detailing the reasons why the contracts have not been secured.
- 5.2 Within three (3) calendar months of receipt of any notice pursuant to paragraph 5.1 above, and any additional information the Council may reasonably require, the Council shall confirm in writing to the Owner whether or not it is satisfied that the Owner has complied with the requirements of paragraph 5.1 above PROVIDED THAT where the Council does not consider that the Owner has complied with the requirements of

paragraph 5.1 above its written confirmation shall state the reason(s) for such dissatisfaction and in the event there is disagreement between the Council and the Owner in respect of the reason(s) provided either party may refer the matter for determination under clause 10 of this Deed.

- 5.3 Where it is agreed or determined that the Owner has complied with the requirements of paragraph 5.1 above then the Owner may pay the Affordable Housing Contribution to the Council.
- 5.4 After the Council has confirmed receipt of the Affordable Housing Contribution, the Owner may then dispose of the relevant Affordable Housing Dwelling(s) to which the contribution relates as Open Market Dwelling(s) (and the other paragraphs of this schedule shall then be construed accordingly)

PART 2

Terms of Offer

- 1 The Affordable Housing Dwellings shall be transferred:
 - 1.1 with vacant possession
 - 1.2 subject to any easements wayleaves and rights over on and under and any other matters to which the Owner's title is subject in relation to the Affordable Housing Dwellings as may exist at the date of the offer
 - 1.3 free from any charge or other encumbrances which would prevent the same from being used for the development and the subsequent use of them as Affordable Housing
 - 1.4 with full title guarantee and
 - 1.5 cleared of debris and building materials
 - 1.6 with all necessary rights of access and services

Price

- 2 The price of the Affordable Housing Land and the Affordable Housing Dwellings shall be an amount calculated to enable the Preferred Registered Provider or the Approved Registered Provider to acquire the Affordable Housing Dwellings without the need for public subsidy.

Costs

3. Each party shall bear its own costs of negotiation and exchange of contracts.

Rights

4. The provisions of Part 2 of this Schedule shall apply to the transfer of any Affordable Housing Dwelling

Exchange of Contracts

5. Following the written acceptance of an offer by the Preferred Registered Provider or an Approved Registered Provider the Affordable Housing Dwellings shall be exchanged between the two parties within 56 days following such written acceptance

(or such longer period as may be required by the Preferred Registered Provider or the Approved Registered Provider but in any event not exceeding 90 days).

Occupation of the Affordable Housing Dwellings

6. Subject to the terms of this Deed, the Affordable Housing Dwellings shall not be used for any purpose other than as Affordable Housing and within (eight) 8 weeks of the transfer of the Affordable Housing Dwellings to the Preferred Registered Provider or the Approved Registered Provider the Owner shall procure the execution by the Preferred Registered Provider or the Approved Registered Provider of the Nominations Agreement and deliver the same to the Council.

Affordable Housing Mortgagee Sale Provision

7. The Affordable Housing provisions in this Deed shall not be binding on a mortgagee or chargee (or any receiver including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a Receiver) of the whole or any part of the Affordable Housing Dwellings (excluding First Homes) or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

- 7.1 Such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Dwellings and shall make reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings to another Preferred Registered Provider or to an Approved Registered Provider for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

- 7.2 If such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Dwellings free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely.

SCHEDULE 2 - CONTRIBUTIONS

i. Definitions

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

“My Journey”	means the Council's Borough-wide travel awareness initiative which seeks to encourage Wokingham Borough residents to consider and make use of the various transport options available to them for local journeys
“My Journey Contribution”	means a contribution of Five Hundred and Forty Pounds (£540) per Dwelling approved pursuant to a Reserved Matters Approval Index-Linked payable towards the implementation of My Journey in respect of this scheme.
“Parking Restriction Contribution”	means the sum of Three Thousand Five Hundred Pounds (£3,500) Index-Linked towards the Council's costs of delivering any changes to parking restrictions as a result of the delivery of the Bus Improvement Strategy and/or highway works required pursuant to Schedule 10
“Parks and Gardens Contribution”	means the Index -Linked sum to be calculated in accordance with the Council's relevant adopted policy at the time by the Council following approval of the open space plan pursuant to the Reserved Matters Application (on the basis of a minimum provision of 1.1ha per 1000 population) towards, in the first instance, the provision or enhancement of new or existing parks and garden landscape in the Parishes of Hurst, Charvil, Ruscombe or Twyford or, if no suitable projects are identified by the Council, then in the administrative area of Wokingham Borough as a whole
“Speed Limit Order Contribution”	means the sum of Five Thousand Pounds (£5,000) Index Linked towards to Council's costs of the processing speed limit changes in Lodge Road and Broadwater

Lane as a result of the access arrangements and highway works required for the Development

“Sports Facilities Contribution”

means the sum of three hundred and fifty thousand two hundred and sixty two pounds £350,262.00 Index-Linked towards, in the first instance, the provision of new outdoor sports facilities in the Parishes of Hurst, Charvil, Ruscombe or Twyford or if no suitable projects are identified by the Council then in the administrative area of Wokingham Borough as a whole

OWNER’S OBLIGATIONS

The Owner covenants with the Council as follows:

1. My Journey Contribution

- 1.1 to pay 30% of the My Journey Contribution to the Council prior to Commencement of the Development.
- 1.2 not to Commence the Development until 30% of the My Journey Contribution has been paid to and received by the Council.
- 1.3 to pay the remaining 70% of the My Journey Contribution to the Council prior to Occupation of more than 50% of the Dwellings within the Development.
- 1.4 not to Occupy nor permit Occupation of more than 50% of the Dwellings within the Development until the remaining 70% of the My Journey Contribution has been paid to and received by the Council.

2. Parking Restriction Contribution

- 2.1 to pay the Parking Restriction Contribution to the Council to the Council on or prior to Commencement of Development.

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- 2.2 not to Commence Development until the Parking Restriction Contribution has been paid to and received by the Council.

3. **Parks and Gardens Contribution**

- 3.1 to pay the Parks and Gardens Contribution to the Council prior to first Occupation of the Development.
- 3.2 not to Occupy nor permit Occupation of any Dwelling within the Development until the Parks and Gardens Contribution has been paid to and received by the Council.

4. **Speed Limit Order Contribution**

- 4.1 to pay the Speed Limit Order Contribution to the Council on or prior to Commencement of Development (unless the Council has confirmed in writing that it is not required to be paid)
- 4.2 not to Commence Development until the Speed Limit Order Contribution has been paid to and received by the Council (unless the Council has confirmed in writing that it is not required to be paid)

5. **Sports Facilities Contribution**

- 5.1 to pay the Sports Facilities Contribution to the Council prior to first Occupation of the Development.
- 5.2 not to Occupy nor permit Occupation of any Dwelling within the Development until the Sports Facilities Contribution has been paid to and received by the Council.

SCHEDULE 3 - EMPLOYMENT SKILLS

i. Definitions

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

“Employment Skills Contribution” means the Index-Linked sum to be calculated by the Council at the Reserved Matters Application stage using the formula set out below and which is payable to the Council in lieu of the production of an Employment Skills Plan 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:

$$1 \times \text{£}3,750 = \text{Employment Skills Contribution}$$

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

$$\text{Where } V = C \times D$$

Where C= interior floor space of the Development in square metres using the number and size of Dwellings approved in the Reserved Matters Approval

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 site 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 Owner to the Council for approval in writing prior to the Commencement of Development and which (with reference to the table contained within the definition of the Employment Skills Contribution and the bands within that table, the bands corresponding to the 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 that table, or

such other mix as is approved in writing by the Council

EMPLOYMENT SKILLS CONTRIBUTION OR EMPLOYMENT SKILLS PLAN

Part 1 – Owner’s Covenants

The Owner covenants with the Council as follows:

1. Not to Commence Development until the Owner entirely at its own absolute discretion either:
 - 1.1. pays to the Council the Employment Skills Contribution (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); or
 - 1.2. submits to the Council an Employment Skills Plan to be approved in writing by the Council such approval not to be unreasonably withheld or unreasonably delayed and the Council approves that plan (in which case paragraph 2 shall apply and the Council agrees that the requirement relating to the Employment Skills Contribution in paragraph 1.1 is discharged in full).
2. In the event the Owner elects to submit an Employment Skills Plan in accordance with paragraph 1.2 then:
 - 2.1. the Owner shall discharge the requirements of the approved Employment Skills Plan in full and to the reasonable satisfaction of the Council in accordance with the details set out in the approved Employment Skills Plan; and
 - 2.2. within seven (7) days of written request from the Council the Owner shall provide a progress report, and any further information the Council requests, to enable the Council to determine whether satisfactory progress is being made in meeting the key performance indicators in the approved Employment Skills Plan to the deadlines set out in the approved Employment Skills Plan and if the Council (acting reasonably) considers that progress is unsatisfactory the Council shall by written notice require

that the approved Employment Skills Plan is satisfactorily discharged within twenty eight (28) days of the date of the notice.

- 2.3. If at the end of that twenty eight (28) day period the Council considers insufficient progress has been made the Owner will be required to pay the Employment Skills Contribution or a proportion thereof to the Council within seven (7) days of a further written notice from the Council demanding payment.

Part 2 – Council's Covenants

1. The Council covenants with the Owner that;
 - 1.1 if it receives the Employment Skills Contribution from the Owner in accordance with paragraph 1.1 of this Schedule, the obligations at paragraphs 1.2 and 2 of the this Schedule shall be discharged in full; and
 - 1.2 if it receives and approves the Employment Skills Plan from the Owner in accordance with paragraph 1.2 of this Schedule, the obligations at paragraph 1.1 of this Schedule shall be discharged in full.

SCHEDULE 4 - ESTATE ROADS

i. Definitions

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

“Estate Roads”	the carriageways and footways including the lighting to and drainage of the carriageways and footways to be constructed within the Site
“Estate Roads Bond”	in the event that the Owner constructs the Estate Roads in accordance with paragraph 1.1 of this Schedule a bond or guarantee with a bank or other institution acceptable to the Council and in a form acceptable to the Council to a sum sufficient to construct the Estate Roads to a durable and serviceable standard
“Estate Roads Inspection Fee”	a sum calculated on the basis of up to 10% of the sum referred to in the Estate Roads Bond representing the Council’s reasonable fees for approving the Estate Roads Specification and Plans and the carrying out of any inspections and testing of materials used during the construction of the Estate Roads within the Development
“Estate Roads Specification and Plans”	the specification and plans agreed by the Council in writing in accordance with which the Estate Roads will be constructed to a durable and serviceable standard
“Highways Bond”	in the event that the Owner constructs the Estate Roads in accordance with paragraph 1.2 of this Schedule a bond or guarantee with a bank or other institution acceptable to the Council and in a form acceptable to the Council to a sum sufficient to construct the Estate Roads to the Council’s adoptable standard

“Highways Commuted Sum”	the financial contribution paid to the Council as compensation for taking on the future maintenance responsibility for the Estate Roads
Highways Inspection Fee	a sum calculated on the basis of up to 10% of the sum referred to in the Highways Bond representing the Council's reasonable fees for approving the Highways Specification and Plans and the carrying out of any inspections and testing of materials used during the construction of the Estate Roads within the Development
“Highways Specification and Plans”	the specifications and plans agreed by the Council in accordance with which the Estate Roads will be constructed to the Council's adoptable standard
“Management Company”	as defined in Clause 1.1 of this Deed

1. The Owner covenants with the Council to comply with either paragraph 1.1 or paragraph 1.2 or if applicable when considering the requirements of the Bus Improvement Strategy a combination of both 1.1 and 1.2 as follows:

- 1.1 Prior to Commencement of Development, 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 Reserved Matters Approval PROVIDED THAT it is agreed:

- 1.1.1 such Estate Roads Deed will be conditional on the Commencement of Development and will require prior to Commencement of Development the completion of the Estate Roads Bond in favour of the Council which the Council will be entitled to draw down upon in the event of default by the Owner in the construction of the Estate Roads in accordance with the approved Estate Roads Specification and Plans;

1.1.2 the Owner will pay the Council's Estate Roads Inspection Fee on Commencement of Development; and

1.1.3 the Owner shall not transfer title to the Estate Roads to a properly constituted Management Company until the Estate Roads are completed in accordance with the approved Estate Roads Specification and Plans and such Estate Roads will be maintained by the Owner to a standard to ensure their safe use by the public including pedestrians, cyclists and mechanically propelled vehicles until transferred to a Management Company and that the Owner shall procure in transfer to the Management Company an obligation to maintain to the same standard in perpetuity;

or

1.2 Prior to Commencement of Development to enter into and complete a highways agreement pursuant to section 38 of the Highways Act 1980 with the Council and any other statutory enabling powers in the form of the Council's standard section 38 agreement or such other mechanism or agreement as may be requested by the Council to dedicate the Estate Roads and to construct the Estate Roads in accordance with the approved Highways Specification and Plans to the Council's adoptable standards subject to simultaneous completion of a Highways Bond and payment of the Council's Highways Inspection Fee and Highways Commuted Sum and the Owner acknowledges that for the avoidance of doubt any statutory undertaker's work required to facilitate the carrying out of the Development shall be at the Owner's liability and the Owner shall be entirely liable for any costs of the statutory undertakers.

SCHEDULE 5 –TRAVEL PLAN PROVISIONS

i. Definitions

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

“Final Travel Plan”	means the final travel plan to be submitted to the Council in accordance with this Schedule and which will include the recommendations of the Council’s Interim Travel Plan assessment and be based on the first travel survey as defined in the Interim Travel Plan and which shall be updated annually thereafter;
“Interim Travel Plan”	means the travel plan prepared by i-Transport with title “Land East of Lodge Road, Hurst: Framework Travel Plan: Date 13 November 2024 which includes provision of an on Site car club”
“Travel Plan Co-Ordinator”	means the person or company to be appointed subject to prior written approval of the Council and to undertake the travel plan obligations in accordance with this Schedule
“Travel Plan Monitoring Fee”	means the sum of Four Thousand Five Hundred Pounds (£4,500.00) Index-Linked towards the costs of monitoring the Interim Travel Plan and the Final Travel Plan;
“Travel Plan Objective”	means an objective to reduce the number and length of single car trips to be generated by the Development while supporting more sustainable forms of travel and reduce the overall need to travel
“Travel Vouchers”	means a voucher for the value of Five Hundred Pounds (£500) to be provided to the first occupier of each Dwelling towards the purchase of a bicycle, e-bicycle and/or bicycle equipment and/or bus and/or rail pass in line with the Interim Travel Plan

1. The Owner covenants with the Council as follows:
 - 1.1 The Travel Plan Co-ordinator shall be appointed not less than three (3) months prior to first Occupation and as part of such appointment will be required to fulfil all obligations on the Travel Plan Co-Ordinator as set out in this Schedule.

- 1.2 The Travel Plan Co-ordinator shall within three (3) months of the first travel survey provided in accordance with the terms of the Interim Travel Plan submit to the Council in writing the Final Travel Plan for the Council's written approval. The Final Travel Plan will include the recommendations of the Council's Interim Travel Plan assessment and be based on the first travel survey as defined in the Interim Travel Plan.
- 1.3 The Travel Plan Co-ordinator will implement the Interim Travel Plan and the approved Final Travel Plan from the Council approving in writing the Final Travel Plan.
- 1.4 The Travel Plan Co-ordinator shall undertake or commission the initial travel survey upon fifty per cent (50%) Occupation of the Development or six (6) months after first Occupation, whichever occurs soonest. A survey will then be undertaken annually for a period of five (5) years from the date of the initial survey.
- 1.5 The Travel Plan Co-ordinator will report the survey results to the Council within three (3) months of each travel survey in the form of a monitoring report.
- 1.6 The Owner shall pay the Travel Plan Monitoring Fee to the Council on or before Commencement of Development.
- 1.7 The Travel Plan Co-ordinator shall implement the measures/initiatives and use reasonable endeavours to achieve the Travel Plan Objective within five (5) years of the first survey (which first survey shall be no later than either at fifty per cent (50%) of Occupation, or six (6) months after first Occupation whichever occurs soonest in accordance with paragraph 1.4 above).
- 1.8 The Travel Plan Co-ordinator will be responsible for handing over the responsibility of the Final Travel Plan to the residents' association or equivalent at the end of five (5) years
- 1.9 A package of measures/initiatives will be made available to all residents and, where practical, visitors of and to the Development. The measures to encourage sustainable travel will include any or all of the items listed (a) to (i) in this paragraph 1.9. In the event the Travel Plan Objective is not being met, then additional measures or initiatives will be introduced individually or collectively so that the Travel Plan Objective is achieved and/or maintained:
 - a) Provide travel information in the form of a welcome pack;

- b) Promotion of a car sharing database;
- c) Promoting the use of electrical vehicles
- d) Travel plan newsletter prepared by the Travel Plan Co-ordinator and distributed to residents of the Development;
- e) Community travel website;
- f) Establish the Electric Vehicle Car Club
- g) Establish the Bicycle User Group (as defined in the Interim Travel Plan)
- h) Promote the Bus Improvement Strategy
- i) Provide to the first Occupier of each Dwellings a sustainable travel voucher to the value of £500 towards public transport tickets and/or cycle equipment purchase (limited to one voucher per Dwelling);

2. Travel Vouchers

- 2.1 To provide a Travel Voucher to each household within 6 (six) weeks of the first Occupation of each Dwelling.
- 2.2 The Travel Voucher shall be valid for no less than twelve (12) months from the date of initial Occupation of a Dwelling and within fifteen (15) Working Days of receipt of valid receipts for the purchase of season tickets for public transport and/or cycles and/or cycling equipment (in the name of a member of the household referred to in paragraph 2.1 above) the first occupier of each Dwelling shall be reimbursed by the Owner to the value of such receipts up to a maximum of five hundred pounds (£500).

SCHEDULE 6 – OPEN SPACE

i. Definitions

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

- | | |
|---------------------------------------|--|
| “Certificate of Practical Completion” | a certificate to be issued by the Council to certify the laying out and/ or construction of the Open Space (or part thereof) has been Practically Completed to the Council's reasonable satisfaction. |
| “Final Certificate” | a certificate to be issued by the Council to certify the Open Space has been maintained to the Council's reasonable satisfaction for the duration of the Maintenance Period and any remedial or other maintenance works have been completed by the Owner to the Council's reasonable satisfaction |
| “Maintenance Period” | the period of twelve (12) calendar months from the date of the final Certificate of Practical Completion or until the issue of the Final Certificate (if later) |
| “Open Space” | <p>the communal areas of informal and formal open space including a community orchard to be provided within the Site the exact size, location and boundaries of which are to be subject to the written approval of the Council following submission of the open space plan pursuant to the Reserved Matters Application to include</p> <ul style="list-style-type: none">a. parks and gardens with a minimum provision of 1.1ha per 1000 populationb. amenity green space (inc semi natural green space) with a minimum provision of 2.84 ha per 1000 populationc. ancillary green space with a minimum provision of 0.98 ha per 1000 population |

“Open Space Commuted Sum” the Index-Linked sum(s) to be to be calculated by the Council based on the rates applicable at the time of payment for annual maintenance of the relevant parts of the Open Space to provide for no less than 20 years maintenance in accordance with the Council’s relevant adopted policy at the time:

- parks and gardens
- amenity green space
- ancillary greenspace

“Open Space Detailed Specification and Management Plan” the detailed specification for the establishment and future management and maintenance of the Open Space which shall include the location of the site compound and where applicable, the basis of sharing costs of maintenance and management between Dwellings and methodology for recovery of costs from the Dwellings, the calculation of the Open Space Commuted Sum and the formation of the Management Company with responsibility to perform such obligations (in the event the Open Space is transferred to a management company) and any other information the Council may reasonably require

1. The Owner covenants with the Council as follows:
 - 1.1 not to erect any Dwellings on the Open Space nor to use the Open Space other than for open space and outdoor recreation, save for temporarily in respect of the site compound whilst the Development is being initially constructed as approved by a Reserved Matters Approval and the Open Space Detailed Specification and Management Plan;

- 1.2 to submit to the Council for its written approval (such approval not to be unreasonably withheld or delayed) the Open Space Detailed Specification and Management Plan as part of the Reserved Matters Application in respect of the Site;
- 1.3 not to Commence Development until the Council has approved the Open Space Detailed Specification and Management Plan in writing;
- 1.4 to construct and deliver the Open Space approved as part of the Reserved Matters Approval in accordance with the approved Open Space Detailed Specification and Management Plan and in the location approved by a Reserved Matters Approval and in accordance with the requirements of this Schedule so that the part of the Open Space not to be used as a site compound (as approved by the Open Space Detailed Specification and Management Plan) is constructed and delivered prior to the Occupation of not more than 75% of the Dwellings within the Site and the part of the Open Space approved for use as a site compound pursuant to the Open Space Detailed Specification and Management Plan is delivered prior to Occupation of any of the final 3 Dwellings on the Site;
- 1.5 not to Occupy 75% or more of the Dwellings until the Council has issued the Certificate of Practical Completion for that part of the Open Space not used for the site compound as approved by the Open Space Detailed Specification and Management Plan;
- 1.6 not to Occupy the final 3 Dwellings on the Development until the Council has issued the Certificate of Practical Completion for that part of the Open Space previously used for the site compound as approved by the Open Space Detailed Specification and Management Plan
- 1.7 following completion of the Open Space (or part thereof in accordance with the Open Space Detailed Specification and Management Plan the Owner shall serve notice on the Council inviting it to inspect the Open Space (or part thereof) and issue a Certificate of Practical Completion (which shall not be unreasonably withheld or delayed);
- 1.8 if the Council chooses to inspect the Open Space (or part thereof) and identifies remedial works the Owner shall complete such remedial work to the reasonable satisfaction of the Council within twenty eight (28) days of the Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the Council);

- 1.9 upon completion of any remedial works the Owner shall serve notice in writing on the Council inviting it to inspect the remedial works identified pursuant to paragraph 1.7 and issue a Certificate of Practical Completion (which shall not be unreasonably withheld or delayed);

PROVIDED THAT:-

(a) if the Council fails to inspect the Open Space within 28 Working Days after receipt of the notice of invitation from the Owner; or

(b) fails to issue a Certificate of Practical Completion for the Open Space within 28 Working Days after the inspection where no remedial works have been identified

then the Certificate of Practical Completion for the Open Space shall be deemed to have been issued at the end of those specified periods;

- 1.10 the requirements of paragraph 1.9 then repeat themselves until the Council has been able to issue a Certificate of Practical Completion or the Certificate of Practical Completion for the Open Space has been deemed to have been issued

- 1.11 following issue of the relevant Certificate of Practical Completion the Owner shall;

1.11.1 maintain the relevant part of the Open Space for the Maintenance Period to the reasonable satisfaction of the Council;

1.11.2 not use the relevant part of the Open Space otherwise than as an area of open space and for outdoor recreation subject to the rights of the Owner, and

1.11.3 allow access to the relevant part of the Open Space (free of charge but on a permissive basis only) in perpetuity to members of the public each day for the purpose of recreation and play (unless the Council agrees otherwise in writing)

- 1.12 on expiration of the Maintenance Period the Owner shall serve notice on the Council inviting them to inspect the Open Space and issue a Final Certificate (which shall not be unreasonably withheld or delayed);

1.12.1 if the Council chooses to inspect the Open Space and identifies remedial/maintenance works, to complete such remedial/maintenance works to the reasonable satisfaction of the Council within twenty eight (28) days of the Council identifying them (or such other timescale as may be agreed in writing with the Council); and

1.12.2 upon completion of any remedial/maintenance works, to serve notice on the Council inviting them to inspect the remedial/maintenance works identified by them pursuant to paragraph 1.12.1 and issue a Final Certificate (which shall not be unreasonably withheld or delayed)

PROVIDED THAT:-

(a) if the Council fails to inspect the Open Space within 28 Working Days after receipt of the notice of invitation from the Owner; or

(b) fails to issue a Final Certificate for the Open Space within 28 Working Days after the inspection where no remedial works have been identified

then the Final Certificate for the Open Space shall be deemed to have been issued at the end of those specified periods;

1.12.3 the requirements of paragraph 1.12 then repeat themselves until the Council has been able to issue the Final Certificate for the Open Space or the Final Certificate for the Open Space has been deemed to have been issued.

1.13 Not later than fourteen (14) days following the issue of a Final Certificate, the Owner the Owner shall make an irrevocable offer to Transfer the Open Space to the Council.

1.14 The Council may subsequently nominate another body or organisation at the Council's discretion to take a transfer of the Open Space (the "Nominated Party"). In the event of the Council specifying a Nominated Party, the Owner shall make an irrevocable offer to transfer the Open Space to that Nominated Party within fourteen (14) days of receiving the Nominated Party's details from the Council. PROVIDED THAT, if the Council or the Nominated Party does not accept the offer of a transfer of

the Open Space within twenty eight (28) days (or within such other timescale as is reasonably agreed in writing between the Owner and the Council) of receiving an offer from the Owner then the Owner shall transfer the Open Space to the Management Company in accordance with the provisions of this schedule.

- 1.15 a transfer of the Open Space to the Council or to the Nominated Party (which shall be subject to agreement and acceptance of the same in writing by the Council, or Nominated Party as appropriate, exercising its discretion) shall be for a nominal consideration of no more than One Pound (£1.00) (if so demanded) with full title guarantee and free from any charge or other encumbrances and such transfer shall be subject to terms to be reasonably agreed in writing between the Owner and the Council (and the Nominated Party as appropriate) including terms that:

1.15.1 members of the public shall continue to have perpetual permissive rights of access and use over the Open Space;

1.15.2 the transferee shall maintain the Open Space in accordance with the approved Open Space Detailed Specification and Management Plan subject to the rights of the transferee as the successor in title to the Owner, and

1.15.3 the Owner is to pay the transferee's reasonable legal costs of the transfer

and the Owner will at its own expense issue and deliver to the Council (or to the Nominated Party as appropriate) and release to it for completion a signed land transfer deed (the terms and details of which must have been previously agreed between the Owner and the Council (and the Nominated Party as appropriate) prior to signature and release for completion) within fifty six (56) days of the Council (or the Nominated Party as appropriate) accepting the offer of the Owner to transfer the Open Space to the Council/Nominated Party (or such longer timescale as the Council may reasonably specify).

- 1.16 where the Council or the Nominated Party have elected to take a transfer of the Open Space pursuant to paragraph 1.14 the Owner shall:

1.16.2 maintain the Open Space in accordance with the Open Space Detailed Specification and Management Plan as approved in writing by the Council until such time as the Open Space is transferred to the Council or Nominated Party (as appropriate); and

- 1.16.3 the Owner shall pay to the Council the Open Space Commuted Sum, as a once and for all contribution towards the cost of the future maintenance of the Open Space, immediately ahead of completion of the transfer of the Open Space to the transferee.
- 1.17 in the event that the Council (or the Nominated Party as appropriate) does not accept the transfer of the Open Space in accordance with paragraph 1.14 then the Open Space shall, within fifty-six (56) days of the Owner notifying the Council of its intention to transfer the Open Space to the Management Company (in accordance with paragraph 1.17) or within fifty-six (56) days of either the Council or the Nominated Party as appropriate declining the transfer, (whichever is relevant) (or such other timescale as the Council may agree), be transferred to the Management Company pursuant to the approved Open Space Detailed Specification and Management Plan for the long term management of the Open Space with a covenant that:
- 1.17.1 members of the public shall continue to have perpetual permissive rights of access and use over the Open Space;
- 1.17.2 the Open Space shall not be used otherwise than as an area of open space and for outdoor recreation subject to the rights of the Owner; and
- 1.17.3 the Management Company shall maintain the Open Space on the Development in accordance with the approved Open Space Detailed Specification and Management Plan;
- but which shall otherwise be free from encumbrances.
- 1.18 Where the Council (or Nominated Party as appropriate) do not elect to take a transfer of the Open Space the Owner, and the Management Company as successor in title to the Owner, shall maintain the Open Space in perpetuity to the Council's reasonable satisfaction and in accordance with the approved Open Space Detailed Specification and Management Plan and, in addition, the Owner shall procure in transfer to the Management Company an obligation to maintain to the same standard as set out in the approved Open Space Detailed Specification and Management Plan in perpetuity.

- 1.19 where the Owner is to transfer the Open Space to the Management Company, the Owner must agree with the Council the details of the Management Company, including provisions for costs/maintenance costs before the transfer is completed.

SCHEDULE 7 – LAP

i. Definitions

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

“Certificate of Practical Completion (LAP)”	a certificate to be issued by the Council to certify the laying out and construction of the LAP (as the case may be) as been Practically Completed to the Council's reasonable satisfaction
“Final Certificate (LAP)”	a certificate issued by the Council confirming that the LAP has been maintained to its reasonable satisfaction during the Maintenance Period (LAP) and any remedial works have been completed
“LAP”	a local area of play comprising an area of not less than 0.0594 ha of activity zone otherwise constructed in accordance with the principles in the Wokingham Play Space Design Guide Technical Note the exact location specification and boundaries of which are to be agreed in writing by the Council as part of the relevant Reserved Matters Approval
“LAP Commuted Sum”	the Index-Linked sum to be calculated by the Council after the Council's review and approval of the LAP Detailed Specification and Management Plan of the Planning Permission to be used towards the maintenance of the Play Area for a period of 20 years
“LAP Detailed Specification and Management Plan”	means the detailed specification for the establishment and future maintenance of the LAP which shall include the basis of sharing costs of maintenance and management between Dwellings and methodology for recovery of costs from the Dwellings and the formation of the Management Company with responsibility to perform such obligations (for in the event the Play Area is

transferred to a management company) and any further information the Council may reasonably require

“Maintenance Period (LAP)”	the period of twelve (12) calendar months from the date of the Certificate of Practical Completion (LAP) or until all outstanding remedial works have been completed to the Council’s reasonable satisfaction (if longer)
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1. The Owner covenants with the Council as follows:
 - 1.1 Not to erect any Dwellings on the LAP nor to use the LAP other than for a LAP for outdoor play and recreation by the general public;
 - 1.2. to submit to the Council for its written approval (such approval not to be unreasonably withheld or delayed) the LAP Detailed Specification and Management Plan as part of the Reserved Matters Application and not to Commence Development until the LAP Detailed Specification and Management Plan has been approved in writing by the Council.
 - 1.3. to construct and deliver the LAP in accordance with the LAP Detailed Specification and Management Plan approved in writing by the Council and in the location as per the approved by a Reserved Matters Approval as evidenced by the issue of the Certificate of Practical Completion (LAP), and in accordance with the requirements of this Schedule prior to first Occupation of not more than 75% of the Dwellings within the Development (and not to Occupy 75% or more of the Dwellings until the Council has issued the Certificate of Practical Completion (LAP));
 - 1.4. following completion of construction of the LAP the Owner shall serve notice in writing on the Council inviting it to inspect the constructed LAP and issue a Certificate of Practical Completion (LAP) (which shall not be unreasonably withheld or delayed);
 - 1.4.1 if the Council chooses to inspect the LAP then on inspection the Council will identify to the Owner any necessary remedial works and the Owner shall complete such remedial works to the reasonable satisfaction of the Council within twenty eight (28) days of the Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the Council);

1.4.2 upon completion of the remedial works the Owner shall serve notice in writing on the Council inviting it to inspect such remedial works and issue a Certificate of Practical Completion (LAP) (which shall not be unreasonably withheld or delayed);

PROVIDED THAT:-

(a) if the Council fails to inspect the LAP within 28 Working Days after receipt of the notice of invitation from the Owner; or

(b) fails to issue a Certificate of Completion (LAP) within 28 Working Days after the inspection where no remedial works have been identified

then the Certificate of Completion (LAP) shall be deemed to have been issued at the end of those specified periods;

1.4.3 the requirements of paragraph 1.4 then repeat themselves until the Council has been able to issue the Certificate of Completion (LAP)

- 1.5. on completion of construction of the LAP to procure a Royal Society for the Prevention of Accidents (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) in respect of the Play Area as constructed and submit the same to the Council;
- 1.6. prior to Occupation of not more than 75% of the Dwellings to make such corrective amendments to the LAP 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);
- 1.7. On the issue of the Certificate of Practical Completion (LAP) the LAP shall be maintained by the Owner to the reasonable satisfaction of the Council for the

Maintenance Period (LAP) during which time any defects shall be made good as soon as practicable and routine maintenance carried out;

- 1.8. on expiration of the Maintenance Period (LAP) the Owner shall serve notice on the Council in writing inviting it to inspect the LAP and issue a Final Certificate (LAP) confirming that such works have been maintained to its reasonable satisfaction (which shall not be unreasonably withheld or delayed);

- 1.8.1 if the Council chooses to inspect then on inspection the Council will identify to the Owner any necessary remedial works and the Owner shall complete such remedial works notified to them to the reasonable satisfaction of the Council as soon as reasonably practicable; and

- 1.8.2 upon completion of any remedial works notified to them the Owner shall serve notice in writing on the Council inviting it to inspect such remedial works and issue a Final Certificate (LAP) (which shall not be unreasonably withheld or delayed);

PROVIDED THAT:-

(a) if the Council fails to inspect the LAP within 28 Working Days after receipt of the notice of invitation from the Owner; or

(b) fails to issue a Final Certificate (LAP) within 28 Working Days after the inspection where no remedial works have been identified

then the Final Certificate (LAP) shall be deemed to have been issued at the end of those specified periods;

- 1.8.3 the requirements of paragraph 1.8 then repeat themselves until the Council has been able to issue the Final Certificate (LAP) or the Final Certificate (LAP) has been deemed to have been issued

- 1.9 Not later than fourteen (14) days following the issue of the Final Certificate (LAP), the Owner shall the Owner shall make an irrevocable offer to Transfer the LAP to the Council.
- 1.10 The Council may subsequently nominate another body or organisation at the Council's discretion to take a transfer of the LAP (the "Nominated Party"). In the event of the Council specifying a Nominated Party, the Owner shall make an irrevocable offer to transfer the LAP to that Nominated Party within fourteen (14) days of receiving the Nominated Party's details from the Council. PROVIDED THAT, if the Council or the Nominated Party does not accept the offer of a transfer of the LAP within twenty eight (28) days (or within such other timescale as is reasonably agreed in writing between the Owner and the Council) of receiving an offer from the Owner then the Owner shall transfer the LAP to the Management Company in accordance with the provisions of this schedule.
- 1.11. a transfer of the LAP to the Council or to the Nominated Party (which shall be subject to agreement and acceptance of the same in writing by the Council, or Nominated Party as appropriate, exercising its discretion) shall be for a nominal consideration of no more than One Pound (£1.00) (if so demanded) with full title guarantee subject to the provisions as set out in paragraphs 1.11.1-1.11.4 below (unless otherwise agreed in writing between the Owner and the Council (and the Nominated Party as appropriate)) but otherwise free from charges and other encumbrances and such transfer shall be subject to terms to be reasonably agreed in writing between the Owner and the Council (and the Nominated Party as appropriate) and contain covenants that:
- 1.11.1 members of the public shall continue to have perpetual permissive rights of access and use over the LAP;
- 1.11.2 the LAP shall not be used otherwise than as an area for outdoor recreation and play;
- 1.11.3 the transferee shall maintain the LAP in accordance with the LAP Detailed Specification and Management Plan as approved in writing by the Council subject to the rights of the transferee as the successor in title to the Owner; and
- 1.11.4 the Owner shall pay the transferee's reasonable legal costs of the transfer; and

the Owner will at its own expense issue and deliver to the Council (or to the Nominated Party as appropriate) and release to it for completion a signed land transfer deed (the terms and details of which must have been previously agreed between the Owner and the Council (and to the Nominated Party as appropriate) prior to signature) within fifty six (56) days of the Council (or to the Nominated Party as appropriate) accepting the offer of the Owner to transfer the LAP to the Council/Nominated Party (or such other longer period as the Council may reasonably specify);

- 1.12 Where the Council or the Nominated Party have elected to take a transfer of the LAP in accordance with paragraph 1.11 the Owner shall:

1.12.1 maintain the LAP in accordance with the LAP Detailed Specification and Management Plan as approved in writing by the Council until such time as the LAP is transferred to the Council or Nominated Party (as appropriate); and

1.12.2 pay to the Council the LAP Commuted Sum as a once and for all contribution towards the cost of the future maintenance of the LAP immediately ahead of completion of the transfer of the LAP to the transferee;

- 1.13. In the event the Council (or the Nominated Party as appropriate) does not accept the transfer of the LAP in accordance with paragraph 1.10 then the LAP shall, within fifty-six (56) days of the Owner notifying the Council of its intention to transfer the LAP to the Management Company (in accordance with paragraph 1.13) or within fifty-six (56) days of either the Council or the Nominated Party as appropriate declining the transfer (as relevant) (or such other timescale as the Council may agree), be transferred to the Management Company for its long term management with a covenant that:

1.13.1 members of the public shall continue to have perpetual permissive rights of access and use over the LAP;

1.13.2 the LAP shall not be used otherwise than as an area for outdoor play and recreation; and

1.13.3 the Management Company shall maintain the Play Area on the Development in accordance with the LAP Detailed Specification and Management Plan as approved in writing by the Council subject to the rights of the Management Company as the successor in title to the Owner;

but which shall otherwise be free from encumbrances.

- 1.14 Where the Council (or Nominated Party as appropriate) do not elect to take a transfer of the LAP the Owner, and the Management Company as successor in title to the Owner, shall maintain the LAP in perpetuity to the Council's reasonable satisfaction and in accordance with the LAP Detailed Specification and Management Plan as approved in writing by the Council and, in addition, the Owner shall procure in transfer to the Management Company an obligation to maintain to the same standard as set out in the approved LAP Detailed Specification and Management Plan in perpetuity.
- 1.15 Once constructed, the LAP must be made available for use by the general public on a permissive basis in perpetuity in accordance with any reasonable conditions the Owner and the Council may agree from time to time.

SCHEDULE 8 – ALLOTMENTS

i. Definitions

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

“Allotments”	provision of land forming part of the Site (the exact location and boundaries of which are to be determined within the open space plan pursuant to the Reserved Matters Application and in accordance with the Allotments Specification being used to promote local food production and provide an opportunity for the community to grow produce as part of the long terms promotion of sustainability health and social interaction
“Allotments Commuted Sum”	the Index-Linked sum to be calculated by the Council following approval of the open space plan pursuant to the Reserved Matters Application for annual maintenance of the Allotments in accordance with the Council’s relevant adopted policy at the time
“Allotments Contribution”	the Index-Linked sum of £67,953.60 towards the provision of new and/or refurbishment of the existing Allotments
“Allotments Specification”	the detailed drawings and specification to be provided to the Council which shall be subject to its written approval and which shall include details of the Allotments to be provided on the Site as part of the Reserved Matters Application for the Development such specification to include plot dimensions, essential facilities such as access to water points, vehicular access, loading and unloading area, secure perimeter fencing and gates, internal haulage ways, internal paths, composting facilities and any other details reasonably required by the Council

“Certificate of Practical Completion (Allotments)”	a certificate to be issued by the Council to certify the laying out and construction of the Allotments (as the case may be) has been Practically Completed to the Council's reasonable satisfaction
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“Service Installations”	means all sewers drains pipes wires cables channels watercourses ducts flues conduits optic fibres pumping stations holding tanks drainage systems and all other conducting media and associated equipment
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1. The Owner covenants with the Council as follows:

EITHER:

1.1 Not to Commence Development until the Owner pays to the Council the Allotments Contribution (in which case the Council agrees that the remaining requirements of this Schedule are discharged in full);

OR

1.2 to submit to the Council for its written approval (such approval not to be unreasonably withheld or delayed) the Allotments Specification as part of the Reserved Matters Application in respect of the Site and not to Commence Development until the Council has approved the Allotments Specification.

1.3 to construct the Allotments in accordance with the Allotments Specification approved by the Council

1.4 not to Occupy nor permit or allow Occupation of more than 75% of the Dwellings until the Allotments have been constructed and completed in accordance with the approved Allotments Specification to be evidenced by the issue of the Certificate of Practical Completion (Allotments)

1.5 Following completion of construction of the Allotments the Owner shall serve notice in writing on the Council inviting it to inspect the constructed Allotments and issue a Certificate of Practical Completion (Allotments) (which shall not be unreasonably withheld or delayed);

- 1.5.1 if the Council chooses to inspect the Allotments then on inspection the Council will identify to the Owner any necessary remedial works and the Owner shall complete such remedial works to the reasonable satisfaction of the Council within twenty eight (28) days of the Council identifying the necessary remedial works (or such other timescale as may be agreed in writing with the Council);
- 1.5.2 upon completion of the remedial works the Owner shall serve notice in writing on the Council inviting it to inspect such remedial works and issue a Certificate of Practical Completion (Allotments) (which shall not be unreasonably withheld or delayed);

PROVIDED THAT:-

(a) if the Council fails to inspect the Allotments within 28 Working Days after receipt of the notice of invitation from the Owner; or

(b) fails to issue a Certificate of Practical Completion (Allotments) within 28 Working Days after the inspection where no remedial works have been identified

then the Certificate of Practical Completion (Allotments) shall be deemed to have been issued at the end of those specified periods;

1.5.2 The requirements of paragraphs 1.5 then repeat themselves until the Council has been able to issue the Certificate of Practical Completion (Allotments) or the Certificate of Practical Completion (Allotments) has been deemed to have been issued

- 1.6 Within 14 days from the issue of the Certificate of Practical Completion (Allotments) the Owner shall the Owner shall make an irrevocable offer to Transfer the Allotments to the Council.(the Council may subsequently nominate another body or organisation to which the Allotments should be transferred (the 'Nominated Party'). Any transfer to the Council or Nominated Party shall be subject to agreement and acceptance of the same in writing by the Council or the Nominated Party (as the case may be) exercising its discretion) for a nominal consideration of no more than One Pound (£1.00) (if so demanded) with full title guarantee free from charges or other encumbrances at no cost to the Council (or Nominated Party as appropriate) for the long term management of such Allotments with a covenant that the Allotments shall

not be used otherwise than as an area for allotments or activities ancillary thereto and with a condition that residents of the Site should be given priority of the allocation of individual plots within the Allotments and the Owner shall not transfer title to the Allotments until the Allotments are completed in accordance with the approved Allotments Specification);

- 1.7 Where the Council or the Nominated Party have elected to take a transfer of the Allotments, the Owner will at its own expense issue and deliver to the Council or the Nominated Party (as the case may be) and release to it for completion a signed land transfer deed (the terms and details of which must have been previously agreed between the Owner and the Council (and the Nominated Party as appropriate) prior to signature and release for completion) within fifty six (56) days of the Council or the Nominated Party (as the case may be) accepting the offer of the Owner to transfer the Allotments to the Council or the Nominated Party (as the case may be) (or such other longer timeframe as the Council may reasonably specify).
- 1.8 Where the Council or the Nominated Party have elected to take a transfer of the Allotments pursuant to paragraph 1.6 the Owner shall maintain the Allotments in accordance with the Allotments Specification as approved in writing by the Council until such time as the Allotments are transferred to the Council or the Nominated Party (as the case may be) subject to the rights of the Owner set out above and further, the Owner shall pay the Council or Nominated Party's (as appropriate) reasonable costs and expenses of the transfer and the Owner shall pay to the Council the Allotments Commuted Sum, as a once and for all contribution towards the cost of the future maintenance of the Allotments, immediately ahead of completion of the transfer of the Allotments to the transferee.
- 1.9 In the event the Council and the Nominated Party as appropriate do not accept the transfer of the Allotments in accordance with paragraph 1.1.5 then the Allotments shall be transferred to the Management Company, within fifty six (56) days of the Owner notifying the Council of its intention to transfer the Allotments to the Management Company or within fifty-six (56) days of the Council and/or the Nominated Party deciding not to accept the transfer (or such other timescale as the Council may agree), pursuant to the approved Allotments Specification for their long term management subject to such rights as the Owner may reasonably reserve for

the benefit of the Service Installations for the rest of the Development and with covenants that:

- 1.9.1 members of the public shall continue to have permissive rights of access and use over the Allotments in perpetuity;
- 1.9.2 the Allotments shall not be used otherwise than as an area of allotments for outdoor recreation/food production subject to the rights of the Owner; and
- 1.9.3 the Management Company shall maintain the Allotments on the Site in accordance with the approved Allotments Specification subject to the rights of the Management Company as the successor in title to the Owner;

but which shall otherwise be free from encumbrances.

- 1.10 Where the Council and the Nominated Party (as appropriate) do not elect to take a Transfer of the Allotments pursuant to paragraph 1.6 the Owner, and the Management Company as successor in title to the Owner, shall maintain the Allotments on the Development in perpetuity to the Council's reasonable satisfaction and in accordance with the approved Allotments Specification subject to the rights of the Owner set out above and, in addition, residents of the Site shall be given priority of the allocation of individual plots within the Allotments (with the plots also capable of being allocated to residents of Wokingham Borough as a whole through the active waiting lists held by the Council);
- 1.11 Once constructed in accordance with this schedule, members of the public shall have permissive rights of access and use over the Allotments in perpetuity and the Allotments shall not be used otherwise than as an area of allotments for outdoor recreation/food production, both subject to any conditions the Council and the Owner may agree from time to time;

SCHEDULE 9 – BUS IMPROVEMENT STRATEGY

i. Definitions

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

“Bespoke Bus Service”	means the bus service serving the Development and connecting to Twyford rail station, Twyford centre and Piggot School to be established and operated in accordance with the Bus Improvement Strategy
“Bespoke Bus Service Site Connection”	means the bus link through the Site to provide a connection from Lodge Road to Tape Lane shown indicatively on the Bespoke Bus Service Site Connection Plan and in accordance with the details approved in the Bus Improvement Strategy
“Bespoke Bus Service Site Connection Plan”	means the plan annexed hereto with title “Bespoke Bus Service Site Connection Plan” or such other plan approved in writing by the Council
“Bespoke Bus Service Works”	means the provision of 2 (two) new bus stops on Lodge Road and the relocation of existing bus stops on Broadwater Lane shown indicatively on the Bespoke Bus Service Works Plan and in accordance with the details approved in the Bus Improvement Strategy to facilitate the diversion of the Service 128/129 service
“Bespoke Bus Service Works Plan”	means the plan annexed hereto with title “Bespoke Bus Service Works Plan” or such other plan approved in writing by the Council
“Bus Improvement Strategy”	means a scheme broadly in accordance with the “Land East of Lodge Road, Hurst: Proposed Bus Improvement Strategy” dated 10 July 2025 annexed to this Deed to be approved in writing by the Council to provide improved bus-based transport services between the Development and Twyford, including serving Twyford Railway Station, Twyford Centre and the Piggot School and such scheme shall include:

Access

Proposed On-Site Bus Stop

Egress

Common

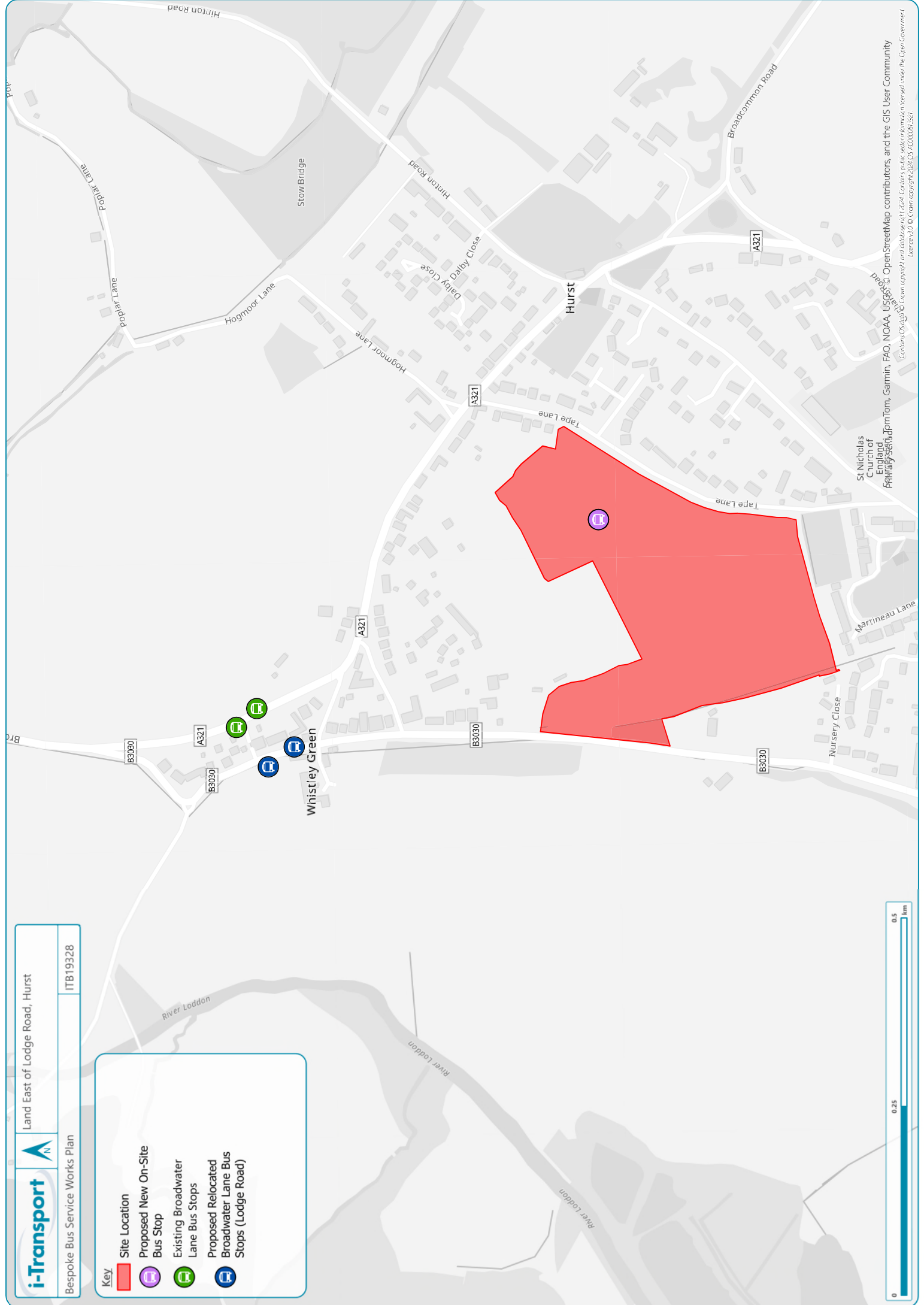
Pond

St Nicholas
Church of
England
Primary School



Key

- Site Location
- Proposed New On-Site Bus Stop
- Existing Broadwater Lane Bus Stops
- Proposed Relocated Broadwater Lane Bus Stops (Lodge Road)



- i. arrangements for the funding of the Bespoke Bus Service, via the Bus Improvement Strategy Forward Funding Contribution and/or Bus Improvement Strategy Fund
- ii. arrangement for the funding of the Bespoke Bus Service through a service charge of not more than £20 (twenty pounds) per month Index Linked on an annual basis per Open Market Dwelling levied through the Management Company and to be paid into the Bus Improvement Strategy Fund
- iii. the detailed route for the Bespoke Bus Service and detail specifications for the Bespoke Bus Service Site Connection and Bespoke Bus Service Works
- iv. details of the proposed adoption/maintenance arrangements for the Bespoke Bus Service Site Connection
- v. details of the how the Bus Strategy Review will be undertaken and reported to the Council
- vi. details of how the Council can elect to draw down the money held in the Bus Improvement Strategy Fund having given the Owner or the Management Company (as applicable) 1 (one) years written notice within 3 months of a Bus Strategy Review
- vii. such other details reasonably required by the Council

“Bus Improvement Strategy Contribution” means the sum of £1,500,000 (One Million Five Hundred Thousand Pounds) less any amount expended on the delivery of the Bespoke Bus Service to be paid to the Council in accordance with the terms of this Deed towards the delivery of bus improvements that benefit the Development in accordance with the Wokingham Bus Service Improvement Plan 2 (2023-2040)

“Bus Improvement” means the sum of £500,000 (Five Hundred Thousand Pounds) to be paid to the Council in accordance with the terms of this

Strategy Contribution 1"	Deed towards the delivery of bus improvements that benefit the Development in accordance with the Wokingham Bus Service Improvement Plan 2 (2023-2040)
"Bus Improvement Strategy Contribution 2"	means the sum of £500,000 (Five Hundred Thousand Pounds) to be paid to the Council in accordance with the terms of this Deed towards the delivery of bus improvements that benefit the Development in accordance with the Wokingham Bus Service Improvement Plan 2 (2023-2040)
"Bus Improvement Strategy Contribution 3"	means the sum of £500,000 (Five Hundred Thousand Pounds) to be paid to the Council in accordance with the terms of this Deed towards the delivery of bus improvements that benefit the Development in accordance with the Wokingham Bus Service Improvement Plan 2 (2023-2040)
"Bus Improvement Strategy Forward Funding Contribution"	means the sum of £1,500,000 (One Million Five Hundred Thousand Pounds) to be held by the Owner or the Management Company (as applicable) to be spent towards the establishment and operation of the Bespoke Bus Service
"Bus Improvement Strategy Fund"	means a ring fenced interest bearing account held by the Owner or the Management Company (as applicable) to hold money towards to the delivery of the Bus Improvement Strategy
"Bus Strategy Review"	means a review of the delivery of the approved Bus Improvement Strategy and appraisal of the role and value of the Bespoke Bus Service which shall identify any proposed amendments to the Bus Improvement Strategy and Bespoke Bus Service which shall be undertaken every 2 (two) years commencing from the 50% Occupation of the Development until the Bus Improvement Strategy Fund is expended

1. In the event that the Inspector in his decision letter allowing the Appeal confirms that the Management Company is a suitable body for delivering the Bus Improvement Strategy then paragraphs 3, 4, 5 and 6 of this Schedule shall apply.
2. In the event that the Inspector in his decision letter allowing the Appeal confirms that the Bus Improvement Strategy Contribution should be paid to the Council in lieu of the Bus Improvement Strategy being provided then paragraphs 7 and 8 of this Schedule shall apply
3. The Owner covenants with the Council:
 - 3.1 To submit to the Council for approval in writing the Bus Improvement Strategy prior to the Commencement of Development
 - 3.2 Not to Commence Development unless and until the Bus Improvement Strategy has been approved in writing by the Council or the Council has confirmed that it wishes to receive the Bus Improvement Strategy Contribution in lieu of approving the Bus Improvement Strategy
 - 3.3 Where the approved Bus Improvement Strategy is approved by the Council and provides for the establishment and delivery of the Bespoke Bus Service and/or the delivery of the Bespoke Bus Service Site Connection and/or the Bespoke Bus Service Works:
 - 3.3.1 to deliver the measures set out in the Bus Improvement Strategy in accordance with the approved Bus Improvement Strategy; and
 - 3.3.2 to pay the Bus Improvement Strategy Forward Funding Contribution into the Bus Improvement Strategy Fund prior to the first Occupation of the Development and shall not allow or permit the first Occupation of the Development until the Bus Improvement Strategy Forward Funding Contribution has been paid into the Bus Improvement Strategy Fund; and
 - 3.3.3 to provide the Bespoke Bus Service in accordance with the approved Bus Improvement Strategy to the reasonable satisfaction of the Council prior to Occupation of more than 50%

of the Dwellings on the Development and shall not Occupy more than 50% of the Dwellings on the Development unless and until Bespoke Bus Service has been provided to the reasonable satisfaction of the Council in accordance with the Bus Improvement Strategy; and

- 3.3.4 Where the Bespoke Bus Service Works are to be provided, not to allow or permit Occupation of more than 50% of the Dwelling on the Development until if so required by the Council an agreement or agreements pursuant to s38/278 of the Highways Act 1980 (or such other agreement as is required by the Council) has been entered into and completed with the Council in respect of the Bespoke Bus Service Works including but not limited to the necessary surety and a requirement for the Owner to pay the Council's fees associated with entering into such agreement(s) and any legal formalities as are required to guarantee the adoption by the Council of any areas of new highway; and
- 3.3.5 To submit Bus Improvement Strategy Review(s) in accordance with the terms of the Bus Improvement Strategy and to update the Bus Improvement Strategy in accordance with such reasonable recommendations the Council provides following each Bus Improvement Strategy Review; and
- 3.3.6 From the payment of the Bus Improvement Strategy Forward Funding Contribution into the Bus Improvement Strategy Fund pursuant to paragraph 3.3.2, the Management Company shall henceforth then be responsible for the delivery of the measures set out in the Bus Improvement Strategy and the Bespoke Bus Service until such time as the Bus Improvement Strategy Fund is expended or transferred to the Council;
- 3.3.7 Upon the receipt of written notice from the Council served in accordance with the Bus Improvement Strategy to pay to the Council the balance held in the Bus Improvement Strategy Fund within 20 Working Days less any funding already committed to deliver the Bespoke Bus Service

- 4 Subject to paragraphs 1 and 2 of this Schedule, the Council covenants with the Owner :
- 4.1 Upon receipt of the Bus Improvement Strategy for its approval the Council shall within 20 Working Days confirm in writing if it wishes the Owner to pay the Bus Improvement Strategy Contribution or if it wishes to approve the Bus Improvement Strategy
 - 4.2 Upon receipt of the money held in the Bus Service Improvement Strategy Fund pursuant to paragraph 3.3.7 above the Council shall apply such funds towards the delivery of bus improvements that benefit the Development in accordance with the Wokingham Bus Service Improvement Plan 2 (2023-2040)
 - 4.3 Upon receipt of the Bus Improvement Strategy Contribution (or part thereof) the Council shall apply such funds towards the delivery of bus improvements that benefit the Development in accordance with the Wokingham Bus Service Improvement Plan 2 (2023-2040)
- 5 Subject to paragraphs 1 and 2 of this Schedule, where pursuant to paragraph 4.1 the Council confirms that it wishes the Owner to pay the Bus Improvement Strategy Contribution to the Council then the Owner shall :
- 5.1 pay the Bus Improvement Strategy Contribution 1 to the Council prior to first Occupation of the Development and shall not allow or permit the first Occupation of the Development until the Bus Improvement Strategy Contribution 1 has been paid to the Council.
 - 5.2 pay the Bus Improvement Strategy Contribution 2 to the Council prior to Occupation of 50% of the Development and shall not allow or permit the first Occupation of more than 50% of the Development until the Bus Improvement Strategy Contribution 2 has been paid to the Council.
 - 5.3 pay the Bus Improvement Strategy Contribution 3 to the Council prior to Occupation of 75% of the Development and shall not allow or permit the first Occupation of more than 75% of the Development until the Bus Improvement Strategy Contribution 3 has been paid to the Council.

- 6 The Owner and the Council hereby agree that:
- 6.1 Upon payment of the money held in the Bus Improvement Strategy Fund to the Council in accordance with this Schedule the provisions of paragraph 3 of this Schedule shall cease to apply
 - 6.2 Where paragraph 3 of this Schedules applies, the liability of the Owner and the Management Company (as applicable) in relation to the Bus Improvement Strategy and delivery of the matters therein shall be limited to sum held at any given time in the Bus Improvement Strategy Fund
7. Subject to paragraphs 1 and 2 of this Schedule, the Owner covenants with the Council
- 7.1 to pay the Bus Improvement Strategy Contribution 1 to the Council prior to first Occupation of the Development and shall not allow or permit the first Occupation of the Development until the Bus Improvement Strategy Contribution 1 has been paid to the Council.
 - 7.2 to pay the Bus Improvement Strategy Contribution 2 to the Council prior to Occupation of 50% of the Development and shall not allow or permit the first Occupation of more than 50% of the Development until the Bus Improvement Strategy Contribution 2 has been paid to the Council.
 - 7.3 to pay the Bus Improvement Strategy Contribution 3 to the Council prior to Occupation of 75% of the Development and shall not allow or permit the first Occupation of more than 75% of the Development until the Bus Improvement Strategy Contribution 3 has been paid to the Council.
8. Subject to paragraphs 1 and 2 of this Schedule, the Council covenants with the Owner that upon receipt of the Bus Improvement Strategy Contribution the Council shall apply such funds towards the delivery of bus improvements that benefit the Development in accordance with the Wokingham Bus Service Improvement Plan 2 (2023-2040)

SCHEDULE 10 - HIGHWAY WORKS

i. Definitions

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

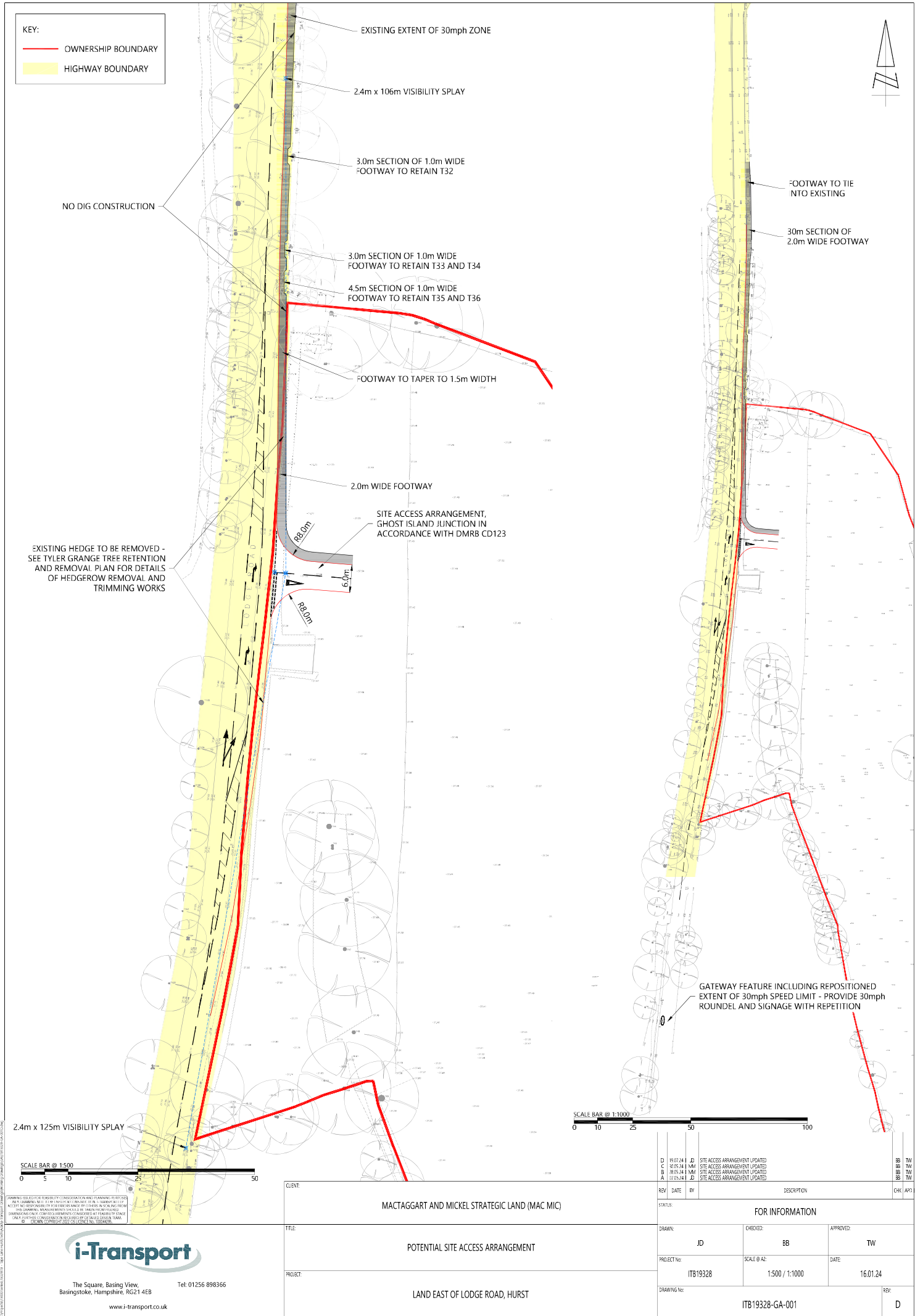
- “Access Highway Works”** the access into the Development and offsite highway works shown indicatively on drawing ITB19328-GA-001 Rev D and ITB19328-GA-003 Rev C (or such other drawings as requested by and approved in writing by the Council) final drawings for which are to be submitted to the Council for its prior written approval
- “Broadwater Lane Highway Works”** the off site access works on Broadwater Lane shown indicatively on drawing ITB19328-GA-104 Rev B (or such other drawings as requested by and approved in writing by the Council) final drawings for which are to be submitted to the Council for its prior written approval
- “Strategic Cycle Route Highway Works”** the off site access works providing strategic cycle improvements shown indicatively on drawings ITB19328-GA-102 Rev A, 103 Rev B, 104 Rev B, 105 Rev A, 106 Rev A, 107 Rev A, 108 Rev A, 109 Rev A, 110 Rev A, 111 Rev A, 112 Rev A and 113 Rev B (or such other drawings as requested by and approved in writing by the Council) final drawings for which are to be submitted to the Council for its prior written approval
- “Tape Lane and School Road Highway Works”** the off site access works on Tape Lane and School Road shown indicatively on drawing ITB19328-GA- 121 Rev A and ITB19328-GA-131 Rev B (or such other drawings as requested by and approved in writing by the Council) final drawings for which are to be submitted to the Council for its prior written approval

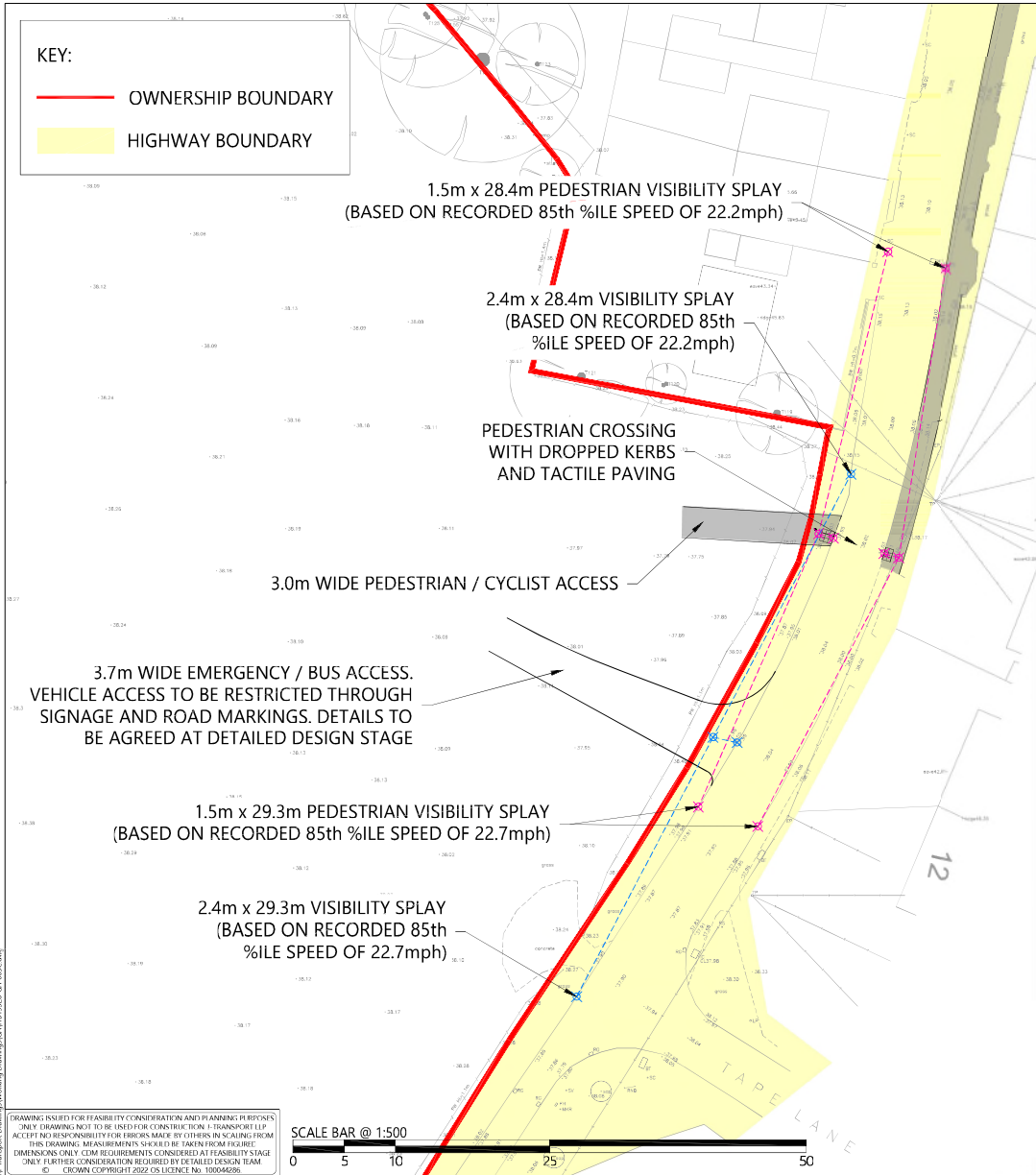
The Owner covenants with the Council

1. Subject to clause 11 in relation to the Strategic Cycle Route Highway Works, not to allow or permit first Occupation of the Development until a Detailed Specification for the Access Highway Works, the Broadwater Land Highway Works, the Strategic Cycle Route Highway Works and the Tape Land and School Road Highway Works to be undertaken by the Owner are submitted to the Council for its prior written approval, such approval not to be unreasonably delayed or unreasonably withheld.
2. Subject to clause 11 in relation to the Strategic Cycle Route Highway Works, not to allow or permit first Occupation of the Development until if so required by the Council an

agreement or agreements pursuant to s278 of the Highways Act 1980 (or such other agreement as is required by the Council) has been entered into and completed with the Council in respect of the Access Highway Works, the Broadwater Lane Highway Works, the Strategic Cycle Route Highway Works and the Tape Lane and School Road Highway Works including but not limited to the necessary surety and any necessary commuted sums for future maintenance of works in the highway and a requirement for the Owner to pay the Council's fees associated with entering into such agreement(s) and any legal formalities as are required to guarantee the adoption by the Council of any areas of new highway.

3. not to cause or permit Occupation of any Dwelling until the Access Highway Works, the Broadwater Lane Highway Works and the Tape Lane and School Road Highway Works which will be entirely at the Owner's cost and at no cost to the Council so required by the agreement referred to in paragraph 2 above have been fully completed and approved in writing by the Council and the Owner acknowledges that for the avoidance of doubt any statutory undertaker's work that are required to facilitate the carrying out of the works shall be its liability and it shall be entirely liable for all costs of the statutory undertakers
4. Not to cause or permit Occupation of more than 49 Dwellings until the Strategic Cycle Route Highway Works which will be entirely at the Owner's cost and at no cost to the Council so required by the agreement referred to in paragraph 2 above have been fully completed and approved in writing by the Council and the Owner acknowledges that for the avoidance of doubt any statutory undertaker's work that are required to facilitate the carrying out of the works shall be its liability and it shall be entirely liable for all costs of the statutory undertakers.

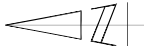




 The Square, Basing View, Basingstoke, Hampshire, RG21 4EB Tel: 01256 898366 www.i-transport.co.uk										<table><tr><td>C</td><td>19.11.24</td><td>JD</td><td>VISIBILITY SPLAYS ADDED</td><td>BB</td><td>TW</td></tr><tr><td>B</td><td>19.07.24</td><td>JD</td><td>SWEEP PATH ANALYSIS UPDATED</td><td>BB</td><td>TW</td></tr><tr><td>A</td><td>28.05.24</td><td>MM</td><td>SWEEP PATH ANALYSIS UPDATED</td><td>BB</td><td>TW</td></tr></table> <table><tr><td>REV</td><td>DATE</td><td>BY</td><td>DESCRIPTION</td><td>CHK</td><td>APD</td></tr><tr><td colspan="6">STATUS: FOR INFORMATION</td></tr></table>										C	19.11.24	JD	VISIBILITY SPLAYS ADDED	BB	TW	B	19.07.24	JD	SWEEP PATH ANALYSIS UPDATED	BB	TW	A	28.05.24	MM	SWEEP PATH ANALYSIS UPDATED	BB	TW	REV	DATE	BY	DESCRIPTION	CHK	APD	STATUS: FOR INFORMATION						<table><tr><td colspan="6">POTENTIAL EMERGENCY / BUS ACCESS ARRANGEMENT</td></tr><tr><td colspan="6">PROJECT: LAND EAST OF LODGE ROAD, HURST</td></tr><tr><td colspan="6">CLIENT: MACTAGGART AND MICKEL STRATEGIC LAND (MAC MIC)</td></tr></table>										POTENTIAL EMERGENCY / BUS ACCESS ARRANGEMENT						PROJECT: LAND EAST OF LODGE ROAD, HURST						CLIENT: MACTAGGART AND MICKEL STRATEGIC LAND (MAC MIC)						<table><tr><td>DRAWN: JD</td><td>CHECKED: BB</td><td>APPROVED: TW</td></tr><tr><td>PROJECT No: ITB19328</td><td>SCALE @ A3: 1:500</td><td>DATE: 03.05.24</td></tr><tr><td colspan="2">DRAWING No: ITB19328-GA-003</td><td>REV: C</td></tr></table>						DRAWN: JD	CHECKED: BB	APPROVED: TW	PROJECT No: ITB19328	SCALE @ A3: 1:500	DATE: 03.05.24	DRAWING No: ITB19328-GA-003		REV: C
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DRAWING No: ITB19328-GA-003		REV: C																																																																																										

CUT FOR CONTINUATION SEE CUT
LINE DRAWING ITB19328-GA-105 LINE

CUT FOR CONTINUATION SEE CUT
LINE DRAWING ITB19328-GA-121 LINE



20mph ZONE SIGNAGE
& GATEWAY FEATURE

EXISTING SPEED LIMIT
ROUNDELS TO BE REPAINTED

EXISTING FOOTWAY

GIVE WAY MARKINGS

EXISTING INFORMAL CROSSING

20mph ZONE SIGNAGE
& GATEWAY FEATURE

PEDESTRIAN CROSSING WITH BUILD-OUT
DROPPED KERBS AND TACTILE PAVING.
POTENTIAL FOR BOLLARDS TO BE PROVIDED

EXISTING KERBLINE TO BE REALIGNED
TO PROVIDE WIDENED FOOTWAY

EXISTING KERBLINE TO BE REALIGNED
TO PROVIDE WIDENED FOOTWAY

20mph ZONE SIGNAGE,
GATEWAY FEATURE &
GIVE WAY MARKINGS

PEDESTRIAN CROSSING WITH BUILD-OUT,
DROPPED KERBS AND TACTILE PAVING.
POTENTIAL FOR BOLLARDS TO BE PROVIDED

SCALE BAR @ 1:500
0 5 10 25 50

THE SQUARE, BASINGSTOCK, HANTS RG24 4EB
Tel: 01256 893566
www.i-transport.co.uk



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Basingstoke, Hampshire, RG24 4EB
Tel: 01256 893566
www.i-transport.co.uk

FOR INFORMATION			
REV	DATE	BY	DESCRIPTION
B	07/11/24	JD	IMPROVEMENTS INCORPORATED
A	07/23/24	JD	BACKLAYOUTS INCORPORATED

CHK	APP	PROJECT

LAND EAST OF LODGE ROAD, HURST

CLIENT

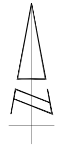
MACTAGART AND MICKEL STRATEGIC LAND (MAC MIC)

POTENTIAL OFF-SITE PEDESTRIAN / CYCLIST IMPROVEMENT SCHEME
SHEET 4

DRAWN	JD	CHECKED	BB	APPROVED	TW
PROJECT No	ITB19328	SCALE @ A2	1:500	DATE	14.11.23
DRAWING No	ITB19328-GA-104				
REF	B				

CUT FOR CONTINUATION SEE CUT
LINE DRAWING ITB19328-GA-103 LINE

END OF EXISTING FOOTWAY



5.9m

EXISTING FOOTWAY

END OF EXISTING FOOTWAY

PEDESTRIAN CROSSING WITH
DROPPED KERBS AND TACTILE PAVING

PEDESTRIAN CROSSING WITH
DROPPED KERBS AND TACTILE PAVING

EXISTING FOOTWAY

5.7m

TIE INTO EXISTING FOOTWAY

CUT FOR CONTINUATION SEE CUT
LINE DRAWING ITB19328-GA-101 LINE

SCALE BAR @ 1:500
0 5 10 25 50

CLIENT:		A 14.11.24 JD SSA COMMENTS INCORPORATED				BB	TW
		REV	DATE	BY	DESCRIPTION		CHK
MACTAGGART AND MICKEL STRATEGIC LAND (MAC MIC)		STATUS: FOR INFORMATION					
TITLE:		DRAWN: JD		CHECKED: BB		APPROVED: TW	
POTENTIAL OFF-SITE PEDESTRIAN / CYCLIST IMPROVEMENT SCHEME SHEET 2		PROJECT No: ITB19328		SCALE @ A2: 1:500		DATE: 14.11.23	
PROJECT:		DRAWING No: ITB19328-GA-102					REV: A
LAND EAST OF LODGE ROAD, HURST							



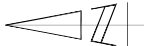
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CLIENT:	MACTAGGART AND MICKEL STRATEGIC LAND (MAC MIC)										A										B										C										D										E										F										G										H										I										J										K										L										M										N										O										P										Q										R										S										T										U										V										W										X										Y										Z										AA										AB										AC										AD										AE										AF										AG										AH										AI										AJ										AK										AL										AM										AN										AO										AP										AQ										AR										AS										AT										AU										AV										AW										AX										AY										AZ										BA										BB										BC										BD										BE										BF										BG										BH										BI										BJ										BK										BL										BM										BN										BO										BP										BQ										BR										BS										BT										BU										BV										BW										BX										BY										BZ										CA										CB										CC										CD										CE										CF										CG										CH										CI										CJ										CK										CL										CM										CN										CO										CP										CQ										CR										CS										CT										CU										CV										CW										CX										CY										CZ										DA										DB										DC										DD										DE										DF										DG										DH										DI										DJ										DK										DL										DM										DN										DO										DP										DQ										DR										DS										DT										DU										DV										DW										DX										DY										DZ										EA										EB										EC										ED										EE										EF										EG										EH										EI										EJ										EK										EL										EM										EN										EO										EP										EQ										ER										ES										ET										EU										EV										EW										EX										EY										EZ										FA										FB										FC										FD										FE										FF										FG										FH										FI										FJ										FK										FL										FM										FN										FO										FP										FQ										FR										FS										FT										FU										FV										FW										FX										FY										FZ										GA										GB										GC										GD										GE										GF										GG										GH										GI										GJ										GK										GL										GM										GN										GO										GP										GQ										GR										GS										GT										GU										GV										GW										GX										GY										GZ										HA										HB										HC										HD										HE										HF										HG										HH										HI										HJ										HK										HL										HM										HN										HO										HP										HQ										HR										HS										HT										HU										HV										HW										HX										HY										HZ										IA										IB										IC										ID										IE										IF										IG										IH										II										IJ										IK										IL										IM										IN										IO										IP										IQ										IR										IS										IT										IU										IV										IW										IX										IY										IZ										JA										JB										JC										JD										JE										JF										JG										JH										JI										JJ										JK										JL										JM										JN										JO										JP										JQ										JR										JS										JT										JU										JV										JW										JX										JY										JZ										KA										KB										KC										KD										KE										KF										KG										KH										KI										KJ										KK										KL										KM										KN										KO										KP										KQ										KR										KS										KT										KU										KV										KW										KX										KY										KZ										LA										LB										LC										LD										LE										LF										LG										LH										LI										LJ										LK										LL										LM										LN										LO										LP										LQ										LR										LS										LT										LU										LV										LW										LX										LY										LZ										MA										MB										MC										MD										ME										MF										MG										MH										MI										MJ										MK										ML										MN										MO										MP										MQ										MR										MS										MT										MU										MV										MW										MX										MY										MZ										NA										NB										NC										ND										NE										NF										NG										NH										NI										NJ										NK										NL										NM										NN										NO										NP										NQ										NR										NS										NT										NU										NV										NW										NX										NY										NZ										OA										OB										OC										OD										OE										OF										OG										OH										OI										OJ										OK										OL										OM										ON										OO										OP										OQ										OR										OS										OT										OU										OV										OW										OX										OY										OZ										PA										PB										PC						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LINE DRAWING ITB19328-GA-105 LINE

CUT FOR CONTINUATION SEE CUT
LINE DRAWING ITB19328-GA-121 LINE



20mph ZONE SIGNAGE
& GATEWAY FEATURE

EXISTING SPEED LIMIT
ROUNDELS TO BE REPAINTED

EXISTING FOOTWAY

GIVE WAY MARKINGS

EXISTING INFORMAL CROSSING

20mph ZONE SIGNAGE
& GATEWAY FEATURE

PEDESTRIAN CROSSING WITH BUILD-OUT
DROPPED KERBS AND TACTILE PAVING.
POTENTIAL FOR BOLLARDS TO BE PROVIDED

EXISTING KERBLINE TO BE REALIGNED
TO PROVIDE WIDENED FOOTWAY

EXISTING KERBLINE TO BE REALIGNED
TO PROVIDE WIDENED FOOTWAY

20mph ZONE SIGNAGE,
GATEWAY FEATURE &
GIVE WAY MARKINGS

PEDESTRIAN CROSSING WITH BUILD-OUT,
DROPPED KERBS AND TACTILE PAVING.
POTENTIAL FOR BOLLARDS TO BE PROVIDED

SCALE BAR @ 1:500
0 5 10 25 50

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FOR INFORMATION			
REV	DATE	BY	DESCRIPTION
B	07/11/24	JD	WORKS COMMENTS INCORPORATED
A	07/12/24	JD	BACK COMMENTS INCORPORATED

CHK	APP	PROJECT

LAND EAST OF LODGE ROAD, HURST

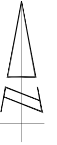
CLIENT

MACTAGART AND MICKEL STRATEGIC LAND (MAC MIC)

POTENTIAL OFF-SITE PEDESTRIAN / CYCLIST IMPROVEMENT SCHEME
SHEET 4

DRAWN	JD	CHECKED	BB	APPROVED	TW
PROJECT No	ITB19328	SCALE @ A2	1:500	DATE	14.11.23
DRAWING No	ITB19328-GA-104				
REF	B				

CUT FOR CONTINUATION SEE CUT
LINE DRAWING ITB19328-GA-111 LINE



MARKING TO BE PROVIDED AT THE BACK EDGE OF FOOTWAY /
CYCLEWAY SO CYCLISTS TRAVEL AWAY FROM PROPERTIES

6.1m

3.0m WIDE SHARED USE FOOTWAY / CYCLEWAY FORMED FROM
REMOVAL OF MEDIAN STRIP AND CARRIAGEWAY NARROWING

FOOTPATH LEADING TO
BROADWATER ROAD

6.0m

JUNCTION RADII REDUCED AND PEDESTRIAN
CROSSING WITH DROPPED KERBS AND TACTILE PAVING

COLOURED SURFACING AND GIVE WAY
LINES SET BACK TO PROVIDE PRIORITY
TO CYCLISTS AND PEDESTRIANS

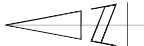
CUT FOR CONTINUATION SEE CUT
LINE DRAWING ITB19328-GA-109 LINE

SCALE BAR @ 1:500
0 5 10 25 50

CLIENT:		14/11/24 JD SSA COMMENTS INCORPORATED					BB TW	
TITLE:		MACKTAGGART AND MICKEL STRATEGIC LAND (MAC MIC)					REV: DATE: BY: DESCRIPTION: CHK: APP:	
PROJECT:		POTENTIAL OFF-SITE PEDESTRIAN / CYCLIST IMPROVEMENT SCHEME SHEET 10					STATUS: FOR INFORMATION	
		DRAWN:		CHECKED:		APPROVED:		
		JD		BB		TW		
		PROJECT No:		SCALE @ A2:		DATE:		
		ITB19328		1:500		14.11.23		
		DRAWING No:					REV:	
		LAND EAST OF LODGE ROAD, HURST					ITB19328-GA-110 A	



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CUT
DRAWING ITB19328-GA-106
LINE
FOR CONTINUATION SEE



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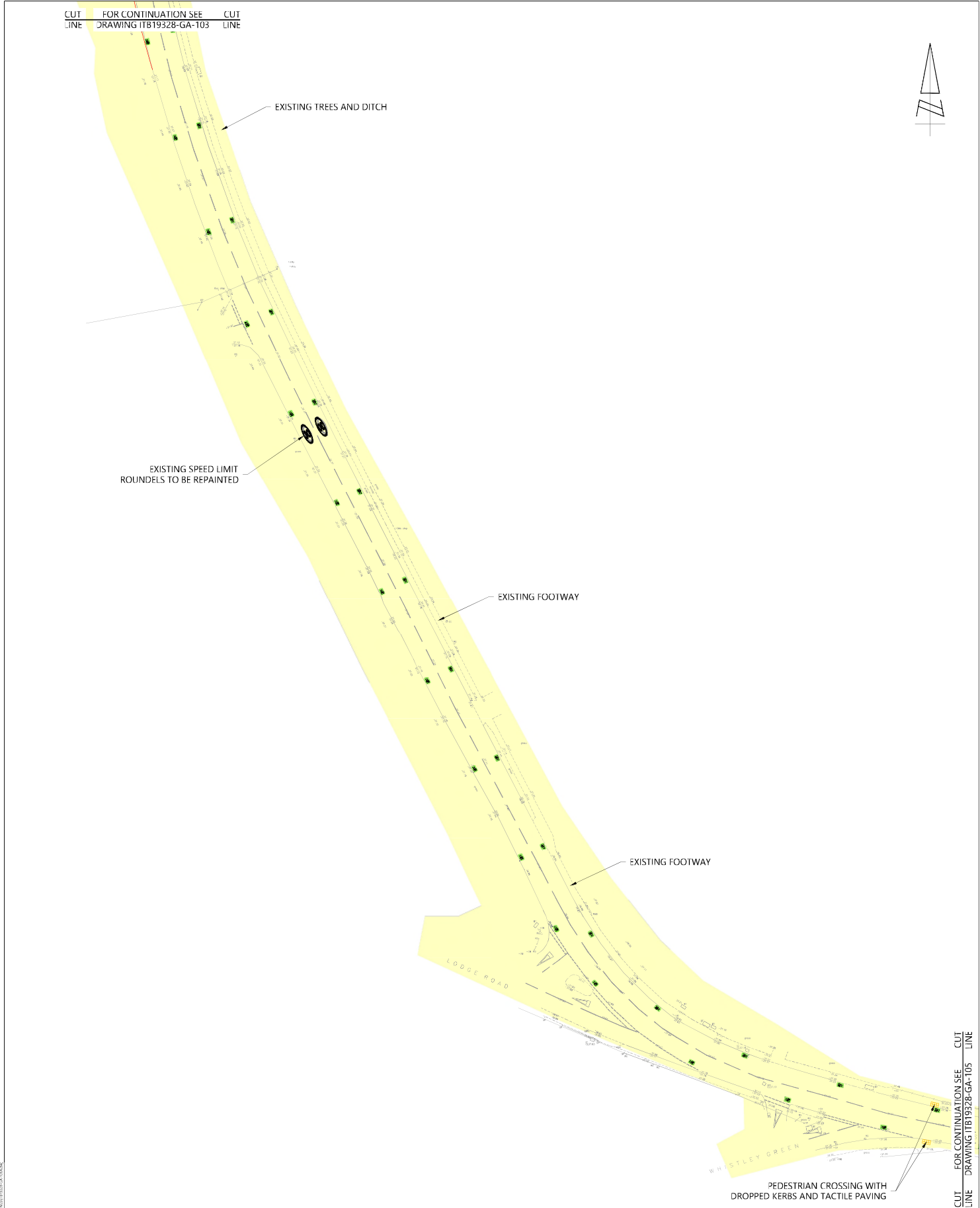
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JD	SCALE @ A2	DATE	
ITB19328	1:500	14.11.23	
DRAWING No	ITB19328-GA-105		REV
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POTENTIAL OFF-SITE PEDESTRIAN / CYCLIST IMPROVEMENT SCHEME
SHEET 5
CLIENT
MACKTAGART AND MICKEL STRATEGIC LAND (MAC MIC)

REV	DATE	BY	DESCRIPTION	STATUS
A	14.1.23	JD	BACKGROUNDS INCORPORATED	FOR INFORMATION

LAND EAST OF LODGE ROAD, HURST



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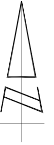
CLIENT:		A				16/11/24		JD	SSA COMMENTS INCORPORATED		BB	TW	
		REV	DATE	BY	DESCRIPTION							CHK	APP
TITLE:		STATUS:										FOR INFORMATION	
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		PROJECT No:				SCALE @ A2:				DATE:			
PROJECT:		ITB19328				1:500				14.11.23			
LAND EAST OF LODGE ROAD, HURST		DRAWING No:										REV:	
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MACTAGGART AND MICKEL STRATEGIC LAND (MAC MIC)

POTENTIAL OFF-SITE PEDESTRIAN / CYCLIST IMPROVEMENT SCHEME
SHEET 6

LAND EAST OF LODGE ROAD, HURST

ITB19328-GA-106

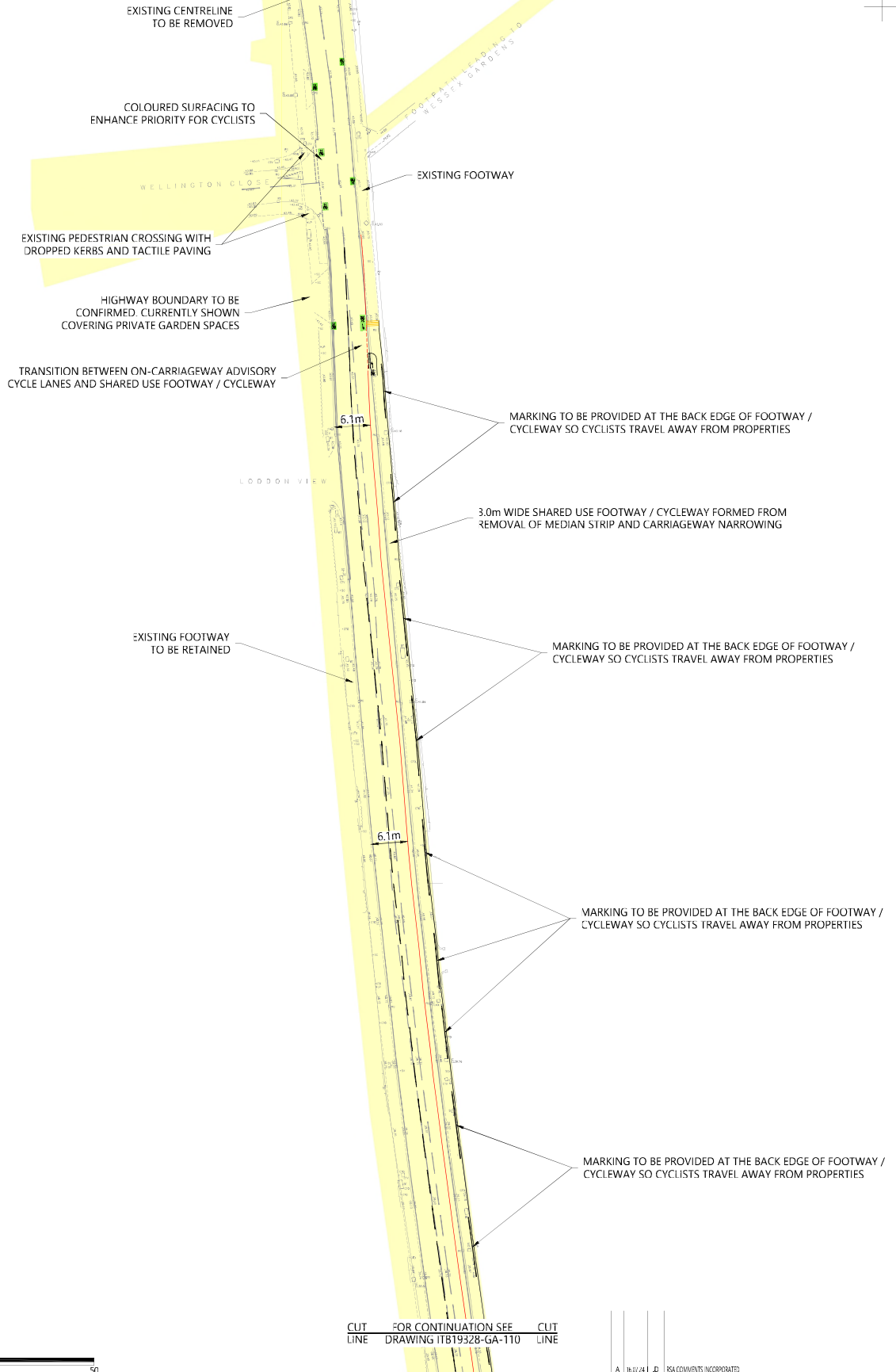
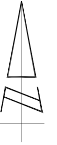


CLIENT:	MACTAGGART AND MICKEL STRATEGIC LAND (MAC MIC)	A 16.03.24 JD SSA COMMENTS INCORPORATED				BB	TW
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TITLE:	POTENTIAL OFF-SITE PEDESTRIAN / CYCLIST IMPROVEMENT SCHEME SHEET 7	DRAWN: JD		CHECKED: BB	APPROVED: TW		
PROJECT:	LAND EAST OF LODGE ROAD, HURST	PROJECT No: ITB19328		SCALE @ A2: 1:500	DATE: 14.11.23		
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PROJECT:	LAND EAST OF LODGE ROAD, HURST										DRAWING No:												REV:			
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CUT FOR CONTINUATION SEE CUT
LINE DRAWING ITB19328-GA-112 LINE



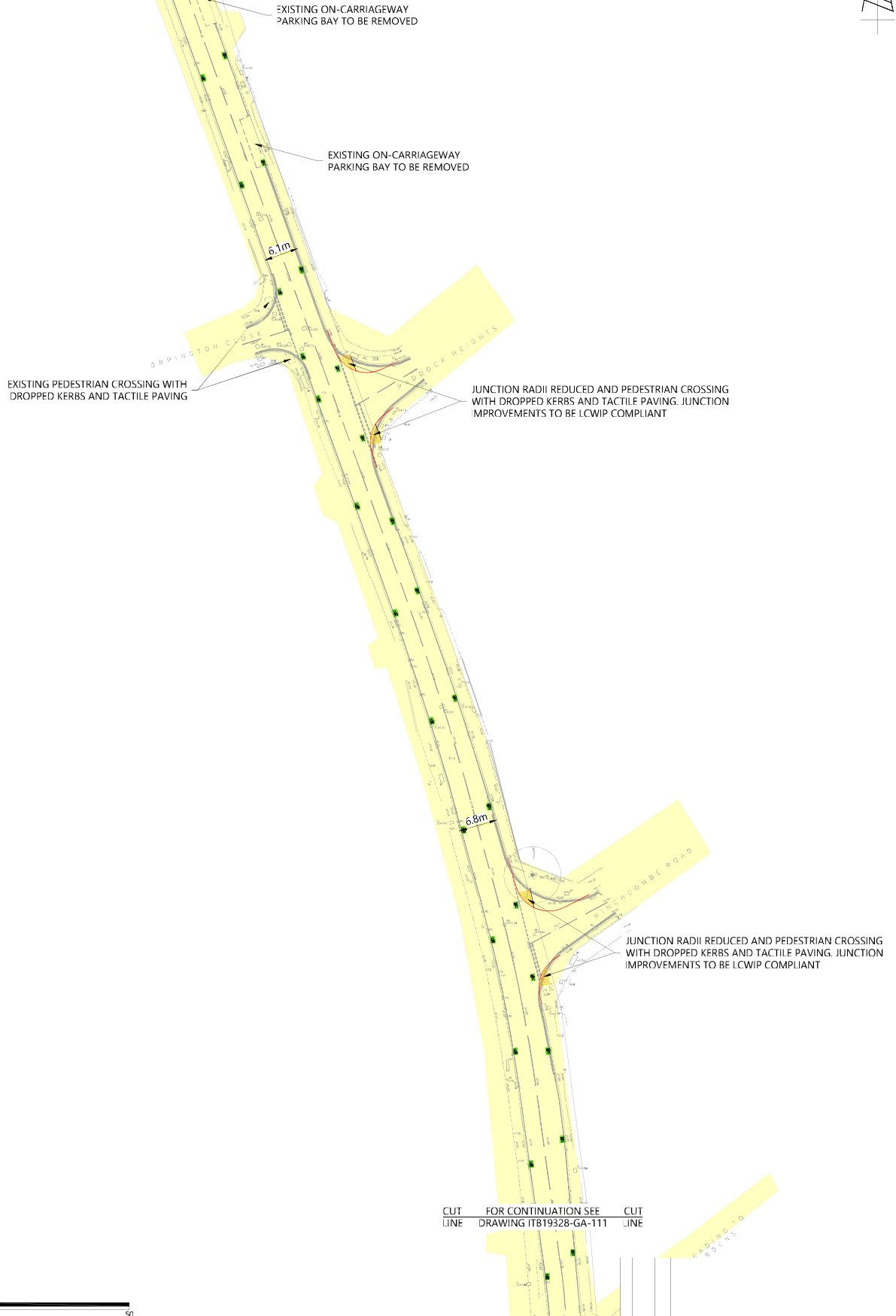
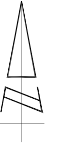
SCALE BAR @ 1:500
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CLIENT:		MACTAGGART AND MICKEL STRATEGIC LAND (MAC MIC)		STATUS		FOR INFORMATION		REV: A		BB TW	
TITLE:		POTENTIAL OFF-SITE PEDESTRIAN / CYCLIST IMPROVEMENT SCHEME		DRAWN: JD		CHECKED: BB		APPROVED: TW		CHK: APD	
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				DRAWING No: ITB19328-GA-111							



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CUT FOR CONTINUATION SEE CUT
LINE DRAWING ITB19328-GA-113 LINE



CUT FOR CONTINUATION SEE CUT
LINE DRAWING ITB19328-GA-111 LINE

SCALE BAR @ 1:500
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CLIENT:		REV	DATE	BY	DESCRIPTION	CHK	APP
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LAND EAST OF LODGE ROAD, HURST						-	

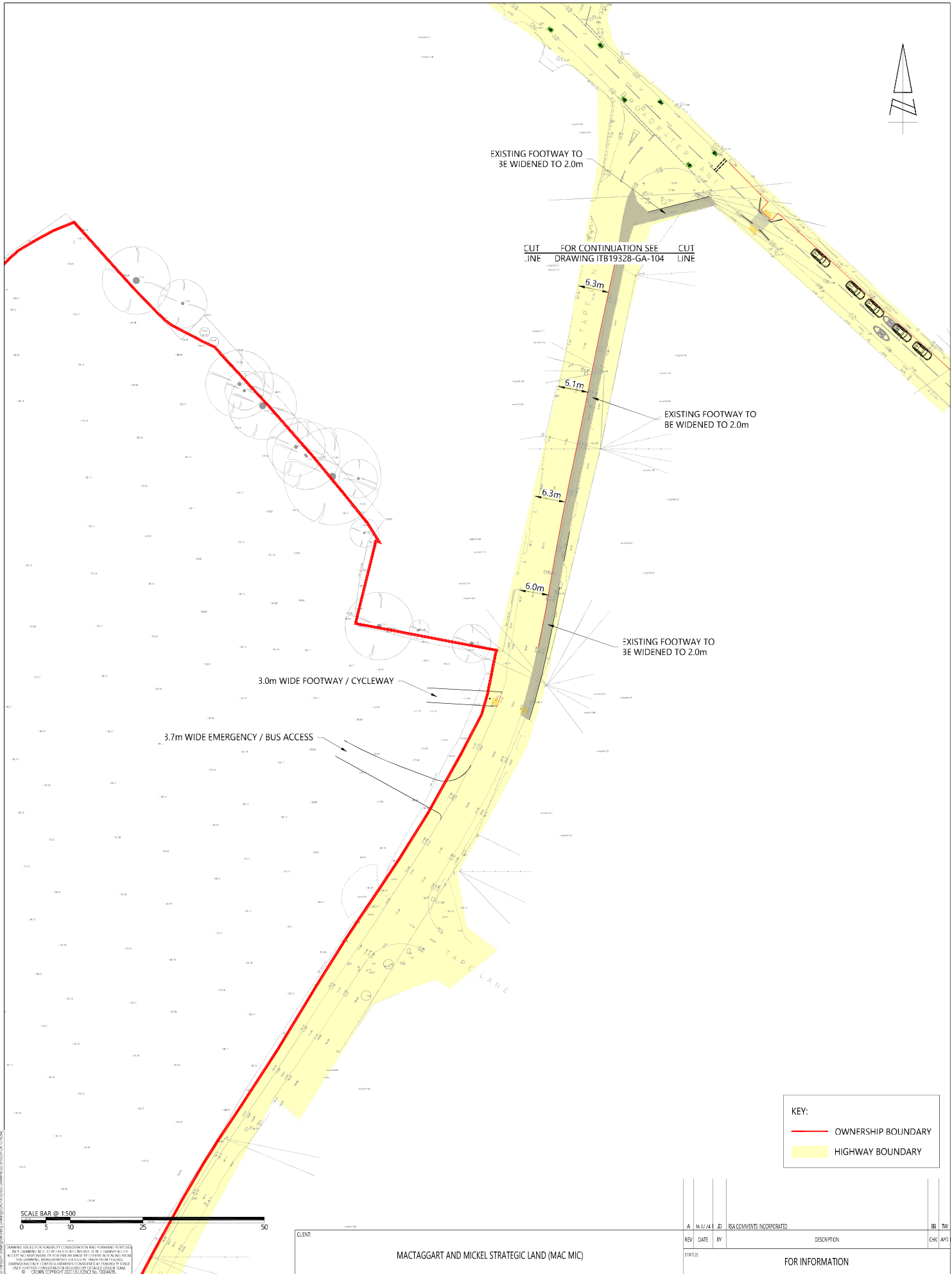


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	B	07/11/24 16:12/24	DJ	WBC COMMENTS INCORPORATED <u>RSA COMMENTS INCORPORATED</u>	MK BB	TW	
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ITB19328-GA-113							B



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CLIENT: MACTAGGART AND MICKEL STRATEGIC LAND (MAC MIC)

TITLE: POTENTIAL OFF-SITE PEDESTRIAN / CYCLIST IMPROVEMENT SCHEME - TAPE LANE

PROJECT: LAND EAST OF LODGE ROAD, HURST

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PROJECT NO:			SCALE @ A2:			DATE:				
ITB19328			1:500			05.03.24				
DRAWING No:								REV:		
ITB19328-GA-121								A		

SCHEDULE 11 – MANAGEMENT COMPANY

The Owner covenants with the Council:

1. Prior to first Occupation of the Site to establish and engage the Management Company on terms as agreed in writing with the Council and to confirm in writing the name and contact details of the Management Company and to submit to the Council evidence of the formation of the Management Company and procure that the Management Company executes and delivers a deed of covenant to the Council covenanting to observe and perform the obligations of the Management Company set out in this Schedule.
2. The Management Company shall be wholly owned by persons holding a relevant freehold or leasehold interest in the Site and/ or any Dwelling in the Development.
3. On:
 - 3.1 the transfer of a freehold interest in a Dwelling; and/or
 - 3.2 the grant of a long leasehold in a Dwelling;such freehold owner or lessee shall be offered the opportunity to acquire an equal interest in the Management Company as the remaining freehold owners or lessees
4. That the Management Company:
 - 4.1 shall be under an obligation to manage, clean, maintain and repair as necessary the communal areas referred to and transferred or leased to it, including the Estate Roads and/or the Open Space, the LAP and Allotments (as applicable) or in respect of which it has the benefit of an easement or other right in the Site and ensure the terms of requirements of the Estate Roads Specifications and Plans, the Open Space Detailed Specification and Management Plan, the Play Area Detailed Specification and Management Plan and the Allotments Specification and deliver the Bus Improvement Strategy (as appropriate) as approved in writing by the Council are fully complied with, along with the conditions of the Planning Permission; and

- 4.2 shall be under an obligation to comply with and observe the covenants of the Owner contained within this Deed in relation to the Site; and
 - 4.3 shall have the power to levy and collect charges from persons holding a relevant interest in the Dwellings in respect of the cost of performing the obligations referred to in this Schedule together with the cost of arranging insurances and management and such other costs as are usual for a Management Company to recover; and
 - 4.4 shall impose in every transfer or lease to the future owners and/ or occupiers of the Dwellings and the Management Company a covenant on behalf of the Management Company to comply with the terms of this Schedule and a covenant by an owner of that Dwelling not to transfer the interest in the Dwelling without simultaneously procuring that the transferee covenant to become a member of the Management Company and pay the service charges in respect of the Development including the fair and reasonable proportion of the costs of managing and maintaining the Estate Roads, the Open Space, Play Area and Allotments and delivering the Bus Improvement Strategy (as applicable)
- 5. Not to wind up the Management Company or alter its constitution without the prior written consent of the Council unless the whole of the Development shall have been demolished or unless the Council has otherwise first agreed in writing.
 - 6. On the occurrence of the winding up or cessation of the Management Company to submit to the Council details of the replacement Management Company the structure and formation of which shall be subject to the Council's prior written approval for the purpose of managing and maintaining the Estate Roads, the Open Space, the Play Area and the Allotments (as the case may be depending on whether the relevant part of the Site has been transferred to the Management Company) and the delivery of the Bus Improvement Strategy (if applicable).

SCHEDULE 12 - COUNCIL'S COVENANTS - GENERAL

1 REPAYMENT OF CONTRIBUTIONS

1.1 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.

1.2 Save for the following where applicable:

- a. Highways Commuted Sum,
- b. the Open Space Commuted Sum,
- c. Play Area Commuted Sum
- d. Allotment Commuted Sum

in the event of any other contribution (or part) paid to the Council under the terms of this Deed remaining unallocated or unspent for the purposes referred to in this Deed for which the contribution (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.

Annex 1 – Nomination Agreement

ANNEX

FORM OF NOMINATION AGREEMENT

THIS AGREEMENT is made the _____ day of _____ *

BETWEEN

(1) WOKINGHAM BOROUGH COUNCIL of Shute End, Wokingham, Berkshire RG40 1BN (“the Council”) and

(2) *[name of Association] whose registered office is at *[address] (“the Association”)

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions shall (unless the context otherwise requires) have the following meanings:

“Approved Tenancy”	a weekly or monthly periodic assured tenancy, or an assured shorthold tenancy used solely to serve the purpose of a probationary or introductory tenancy in accordance with clause 2.1.1 below;
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“Association”	a body registered with the Regulator of Social Housing pursuant to Section 80 of the Housing and Regeneration Act 2008;
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“Initial Nomination Notice”	means a written notice given by the Council to the Association giving the name and address and if available the telephone number of a Nominee during the Initial Nomination Period;
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“Initial Nomination Period”	means the period commencing on the date on which any unit shall first become available for letting or sale under Shared Ownership Leases and expiring on the date on which all of
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	the units shall have been let for the first time or sold by way of initial grant of Shared Ownership Leases;
“Initial Vacancy Notice”	means written notice given by the Association to the Council informing the Council that a Unit is or Units are available for occupation;
“Lender”	means any financial institution or institutions or other person or persons company or body corporate lending monies to the Association or its successors in title as proprietor of the whole or part or parts of the Property upon the security of the whole or part or parts of the Property and the expression the “Lender” shall include persons deriving title by through or under such person;
“Nomination Period”	shall mean a period 80 (eighty) years from the date of physical completion of the first unit;
“Nomination Rights”	means the rights granted by clauses 6 and 7 hereof;
“Nominee”	a person nominated by the Council as a prospective tenant of a Social Rented Unit Affordable Rented Unit or a prospective lessee or assignee of a Shared Ownership Unit;
“Perpetuity Period”	the period of One Hundred and Twenty Five (125) years from the date of the Section 106 Agreement;
“Planning Permission”	means the planning consent granted under reference number *[number] dated *[date];
“Release Notice”	means written notice given by the Association to the Council informing the Council that a Unit is or Units are available for sale;

“Resale Notice”	means a written notice given by the Association to the Council giving the address of the relevant Unit and date it will be available for sale;
“Section 106 Agreement”	an agreement dated *[date] and made pursuant to Section 106 of the Town and Country Planning Act 1990 between the Council *[other parties to section 106 followed by provider] for the provision of (inter alia) affordable housing on land at *[address of site];
“Shared Ownership Lease”	means the Association’s model lease for shared ownership housing or such other shared ownership leases as have been approved in writing by the Council (such approval not to be unreasonably withheld or delayed);
“Site”	means land at *[address of Site] shown edged red on the attached plan;
“Subsequent Nomination Notice”	means a written notice served by the Council on the Association during the Subsequent Nomination Period containing name, address and if available the telephone number of a Nominee;
“Subsequent Nomination Period”	means the remainder of the Nomination Period after expiry of the Initial Nomination Period;
“Subsequent Vacancy Notice”	means a written notice given by the Association to the Council giving the address of the relevant Unit and date it will be available for letting;
“Units”	Units comprising *[quantity] houses and *[flats] to be built on the Site being units numbered *[unit numbers] on the attached plan

*[drawing number] approved as part of the Planning Permission; and

(a) the “Social Rented Units” and/or “Affordable Rented Units” shall mean the units numbered *[number]; and

(b) the “Shared Ownership Units” shall mean the units numbered*[number];

“Void” means a Unit which having already been let for the first time is vacant;

“Working Days” means Monday to Fridays excluding public holidays.

- 1.2 Words of one gender shall be construed as importing any other gender.
- 1.3 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.4 The clause headings do not form any part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.5 Where there is a conflict between any of the provisions of this Agreement and the provisions of the Section 106 Agreement, the provisions of the Section 106 Agreement shall be taken to prevail for all purposes.
- 1.6 References to “rent” shall means:-
 - 1.6.1 In the case of a Social Rented Unit or Affordable Rented Unit, the rent payable under an Approved Tenancy;
 - 1.6.2 In the case of a Shared Ownership Unit, the gross rent payable under the Approved Lease (a proportion of which is payable, equivalent to the proportion of the equity retained by the Provider, as defined in the Shared Ownership Lease of that Unit).
- 1.7 If at any time any of the provisions of this Agreement shall become illegal invalid or unenforceable in any respect under any law, regulation or jurisdiction, either the legality, validity or enforceability of the remaining provisions of this Agreement shall in any way be affected or impaired as a result.

2. PROVISION OF AFFORDABLE HOUSING

2.1 The Association has agreed for the duration of the Perpetuity Period to make the Units available for occupation by Nominees as follows:-

2.1.1 The Social Rented Units and Affordable Rented Units are to be let on Approved Tenancies;

2.1.1.1 An Assured Tenancy shall be granted unless otherwise agreed by the Council in writing, when an assured shorthold tenancy shall be granted for a period of twelve (12) months to serve as a probationary tenancy.

2.1.1.2 At the expiry of the twelve month period, an assured tenancy shall be granted to the tenant unless he or a member of his household has breached the terms of the assured shorthold tenancy, or unless otherwise agreed between the Provider and the Council. This shall apply both on initial lettings of the Units and on subsequent re-lets.

2.1.2 The Shared Ownership Units are to be occupied under Shared Ownership Leases. The initial market value, being the basis for the premium chargeable by the Provider for each Shared Ownership Lease shall be as set out in the First Schedule hereto.

2.2 The Association will procure completion of the construction of the Units in conformity with the Planning Permission and the Section 106 Agreement or any amended or revised consent that may be obtained.

2.3 In furtherance of the better performance of the Council's obligations under Parts II Housing Act 1985 and Parts VI and VII Housing Act 1996 the Council and the Association agree to enter into a programme for the nomination of Nominee's to occupy the Units as hereinafter appearing.

3. RECITALS

3.1 The Association is the estate owner in fee simple in possession or holds the leasehold estate in the Unit(s).

3.2 It has been agreed between the parties that the Association will grant to the Council the 100% Nomination Rights for the initial tenancy or lease of the Units and thereafter Nomination Rights of 75% for all subsequent tenancies or leases of the Units for the remainder of the Nomination Period.

4. COVENANT

The terms of this Agreement shall not for the avoidance of doubt apply to a Lender or successor in title of a Lender or any receiver appointed by a Lender of any shared ownership purchaser of a Unit or any successor in title to a

Lender of such purchaser or any person acquiring a reversionary interest in such Unit pursuant to the terms of a Shared Ownership Lease or any successor in title or Lender of such person.

5. THE ASSOCIATION'S UNDERTAKING

The Association undertakes to provide *[number] low cost housing accommodation to persons nominated to the Association by the Council pursuant to this Agreement.

6. NOMINATION RIGHTS – SOCIAL RENTED UNITS AND AFFORDABLE RENTED UNITS

- 6.1 The Association grants to the Council the right to nominate tenants to the Units as follows:

During the Initial Nomination Period

- 6.1.1 One hundred percent (100%) nominations of the Units let for the first time

During the Subsequent Nomination Period

- 6.1.2 seventy five percent (75%) (3 out of every 4) nominations of Units let for all subsequent.

- 6.2 The Association agrees with the Council that the Association will let each of the Units on an Approved Tenancy Agreement to a Nominee for whom the Unit is suitable pursuant to the conditions of clause 6.7 herein.

6.3 During the Initial Nomination Period:

- 6.3.1 The Association shall not less than six (6) weeks prior to the anticipated date of a Unit or Units becoming available for letting for the first time serve on the Council an Initial Vacancy Notice and the Council shall have the right to nominate Nominees to occupy such available Unit or Units on the terms specified by the Association.
- 6.3.2 Within seven (7) Working Days of receipt of an Initial Vacancy Notice the Council shall give to the Association an Initial Nomination Notice and the Council shall confirm details of the Nominee or Nominees and on receipt of the Initial Nomination Notice the Association shall so soon as reasonably practicable thereafter offer the available Unit or Units to such Nominee or Nominees. The Association will confirm receipt of the Council's nomination to the Nominee within ten (10) Working Days, followed by an offer of the dwelling to the Nominee in writing, or by phone, text or e-mails, and the confirm in writing whether they have accepted or rejected the offer within 48 hours of

viewing the property. Formal offers will be made in writing. The Association will copy the Council's Allocations Team into all offers sent to the Nominee.

- 6.3.3 In the event of a Nominee referred to in the Initial Nomination Notice either rejecting the Association's offer of an Approved Tenancy Agreement or failing to accept the same in writing within five (5) Working Days after receipt of the Association's offer or in the event of the Association rejecting such Nominee in accordance with clause 6.7 then the process contained in clause 6.3 shall be repeated until a Nominee accepts the Unit.
- 6.3.4 In the event of a third Nominee rejecting the Unit the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.
- 6.3.5 Where the association has made a refusal on financial / affordability grounds, a copy of the financial assessment should be provided to the Council for review and for the Council to provide any relevant advice to the nominated applicant.
- 6.3.6. If the Association refuses to rehouse a nominee, the Association will inform the Council of the reasons for the refusal. Where a nominee has been refused by the Association, or excluded from the Association's stock, the applicant shall be advised in writing by the Association and be given the right to request a review of the decision within five (5) Working Days of the refusal - a copy of this letter shall be forwarded to the Council within five (5) Working Days of the refusal. The Association will look at each case on its own merits and in accordance with the Association's Allocations Policy. The Council has the right to challenge what may be seen as an unreasonable refusal or application of that policy. This shall be done within five (5) Working Days of receiving a copy of the refusal letter to avoid delays in re-letting the property.

6.4 During the Subsequent Nomination Period:

- 6.4.1 The Association shall on receipt of notice of a Void give a Subsequent Vacancy Notice to the Council giving at least fourteen (14) days advance notice of the Void, who shall then have the right to nominate a Nominee or Nominees to occupy such available Unit or Units on the terms specified by the Association.
- 6.4.2 Within ten (10) days of receipt of the Subsequent Vacancy Notice the Council shall give to the Association a Subsequent Nomination Notice and the Council shall confirm details of the Nominee or Nominees.
- 6.4.3 In the event of a Nominee referred to in the Subsequent Nomination Notice either rejecting the Association's offer of an Approved Tenancy Agreement or failing to accept the same in writing within five (5) Working Days of receipt of the Association's offer or in the event of the Association rejecting such a Nominee in accordance with clause

6.7 then the process contained in clause 6.4 shall be repeated until a Nominee accepts the Unit.

- 6.4.4 In the event of a third Nominee rejecting the Unit the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.
- 6.4.5 Where the association has made a refusal on financial / affordability grounds, a copy of the financial assessment should be provided to the Council for review and for the Council to provide any relevant advice to the nominated applicant.
- 6.4.6 If the Association refuses to rehouse a nominee, the Association will inform the Council of the reasons for the refusal. Where a nominee has been refused by the Association, or excluded from the Association's stock, the applicant shall be advised in writing by the Association and given the right to request a review of the decision within 5 Working Days of the refusal - a copy of this letter shall be forwarded to the Council. The Association will look at each case on its own merits and in accordance with the Association's Allocations Policy. The Council has the right to challenge what may be seen as an unreasonable refusal or application of that policy. This shall be done within 5 Working Days of receiving the copy of the refusal letter to avoid delays in re-letting the property.

6.5 Continuation of the Council's Nomination Rights

- 6.5.1 The Association undertakes to make provision in accordance with this Agreement so that the Council shall continue to have Nomination Rights in respect of the lettings of each Void in accordance with clause 6 hereof.
- 6.5.2 The Association shall monitor the number of Voids during each twelve (12) month period commencing on the last day of the Initial Nomination Period in order to ensure that it complies with clause 6.1.2 and shall advise the Council at quarterly intervals of its findings.
- 6.5.3 Upon receiving notice of a Void, the Association shall determine whether an Approved Tenancy Agreement of the relevant Unit should be offered to a Nominee having regard to the Association's obligations under clause 6.5.1.

6.6 Information the Association shall supply to the Council in writing

- 6.6.1 Full details of any offer of an Approved Tenancy Agreement made by the Association to a Nominee.
- 6.6.2 If the Association makes no offer of an Approved Tenancy Agreement to a Nominee specified in either an Initial Nomination Period or the Subsequent Nomination Notice served by the Council full details of the reason for not making any offer; and

- 6.6.3 Full details of whether and when any such offer has been accepted or rejected by a Nominee and if the offer is rejected the reason given by the Nominee for rejection.
- 6.6.4 Full details of the new tenants start date to be sent to the Allocations Team within ten (10) Working Days of the Tenancy Agreement being signed.

6.7 Assessment of prospective tenants

- 6.7.1 The Association shall not be obliged to offer an Approved Tenancy Agreement to a Nominee unless it is reasonably satisfied that the Nominee is a person whom the Association would normally house under its lettings and allocations policy in force from time to time.
- 6.7.2 The Association shall supply to the Council full details of its lettings and allocations policy at least one month prior to service of the Initial Vacancy Notice and shall notify the Council of any changes in such lettings and allocations policy from time to time.
- 6.7.3 The Association shall at all times use reasonable endeavours to ensure that the rents of the Units are set in accordance with the Association's rent policy.
- 6.7.4 In the event that any or all of the Units are rendered unfit for occupation and use by a risk not covered by an insurance policy maintained by the Association or in the event of repair rebuilding or reinstatement of any or all of the Units being frustrated by any reason beyond the control of the Association the Association may serve notice upon the Council suspending the effect of this Agreement insofar as it applies to the Units which have been rendered unfit for occupation and use until such Units are rendered fit for occupation and use PROVIDED ALWAYS that the Association shall use all reasonable endeavours to promptly render fit for occupation and use all such Units.

7. NOMINATION RIGHTS – SHARED OWNERSHIP UNITS

- 7.1 The Association grants to the Council the right to nominate tenants to the Units as follows:

During the Initial Nomination Period

- 7.1.1 One hundred percent (100%) nominations of the Units sold for the first time

During the Subsequent Nomination Period

- 7.1.2 seventy-five percent (75%) (3 out of 4) nominations of the Units sold for all subsequent sales.

- 7.2 The Association grants to the Council during both the Initial Nomination Period and the Subsequent Nomination Period the Nomination Rights and agrees with the Council that the Association will (subject to clauses 7.3 through to 7.9 hereof) either grant a Shared Ownership Lease of each of the Units or, as appropriate, consent to the assignment of the Units in respect of which Shared Ownership Leases shall already have been granted on each occasion to a Nominee for whom the Unit is suitable.
- 7.3 For initial disposals, at least six weeks before practical completion the Association issue the Council notice setting out details of the Units, including its proposed sale price, equity share, rent on unsold equity and service charge.
- 7.4 The Association will seek referrals from their own shared ownership list. This list will be anonymised using the Prioritising for Shared Ownership Form (Annex A) providing the relevant information to assess local connection whilst adhering to the general Data Protection Regulations.
- 7.5 Within fourteen (14) days of receipt of a Release Notice or Resale Notice the Council will check the list of nominees using the Councils shared ownership criteria and return the list of nominees to the registered provider in order of priority.
- 7.6 Within twenty one days (21) of the Council providing the Association with names and addresses of Nominees pursuant to clause 7.5 above, the Association shall interview the Nominees and notify the Nominee and the Council of their decision within seven (7) days of the interview.
- 7.7 If after the Initial Nominations, there remain unsold Units, the Association will send further nominations from their Shared Ownership List to the Council's Allocations Team. The Council will send a priority list to the Registered Provider within a further seven (7) days from receipt of the notification to put forward the names and addresses of further Nominees.
- 7.8 If, after point 7.7, there still remain unsold Units, after an eight (8) week period and after appropriate marketing, advertising and promotion has been undertaken, the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.
- 7.9 For Subsequent Sales of Shared Ownership Units, the Association will issue a Resale Notice to the Council as soon as is reasonably practicable and points 7.3 to 7.8 will apply.

8. Disposal

- 8.1 Subject to clause 8.2 the Association shall not:
- 8.1.1 sell or otherwise dispose of the Unit or any part thereof except by way of legal charge or mortgage provided always that the grant of leases wayleaves other rights to statutory undertakers or companies for the provision of services and the dedication of the roads and sewers in connection with the construction and completion of the Units shall not constitute breaches of these conditions; or

- 8.1.2 materially limit its ability to perform its obligations under this Agreement by dealing except by way of legal charge or mortgage with the Unit (other than by letting the Units to individual tenants under Approved Tenancy Agreements or by granting Shared Ownership Leases).
- 8.2 If the Association shall dispose of all or any part or parts of the Units to a social landlord registered with the Housing Corporation under Section 80 of the Housing and Regeneration Act 2008 or any other statutory provision amending or replacing the same the Council shall have no objection thereto subject to such social landlord prior to such disposition entering into an agreement with the Council mutatis mutandis and pro tanto to the part or parts so disposed of in the form of this Agreement PROVIDED ALWAYS that the terms of this clause 8 shall not for the avoidance of doubt apply to a Lender who shall be free to dispose of the Unit free from the effect of this Agreement.
9. Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre paid first class post to the address of the parties indicated above or such other address notified by one party to the other and any notice shall have been deemed to have served two (2) Working Days after posting.
10. In the case of dispute or difference on any matter under this Agreement or as to the construction of this Agreement any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Housing in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory re-enactment modification for the time being in force.
11. It is hereby agreed and declared that the obligations contained in this Agreement are personal to the Association and shall not be binding upon any Lender.
12. For the avoidance of doubt, in case of conflict between the Association's obligations in this Agreement and the general regulatory requirements to which the Association is from time to time bound, the latter shall take precedence, so that the Association shall not be liable to the Council for failure to comply with any of its obligations in this Agreement if compliance would be in breach of any such regulatory requirements.
13. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
14. The Association shall from time to time supply to the Council such information as the Council shall reasonably require to satisfy itself that the

obligations in this Agreement on the part of the Association have been performed and observed.

- 15.** The scheme is subject to the Section 106 Agreement and all nominations and occupation of the Units shall comply with the provisions of the Section 106 Agreement including any deeds of variations to the Section 106 Agreement entered into before or after the date of this Deed.

ANNEX A

WBC Prioritising for S/O scheme

Full Address of Scheme	RP Details:
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Applicant #	Date/Time applied	MOD?	Current tenure	Live in area?	Work in area?	Housing makeup	Additional information?	WBC priority

Private: Information that contains a small amount of sensitive data which is essential to communicate with an individual but doesn't require to be sent via secure methods.

Annexe 2 – draft Bus Improvement Strategy

Land East of Lodge Road, Hurst: Proposed Bus Improvement Strategy

Ref: SJ/TW/BB/19328-004C TN
Date: 10 July 2025

SECTION 1 Introduction and Background

1.1 Mactaggart and Mickel Strategic Land (Mac Mic) is proposing to develop land at Tape Lane in Hurst. A pre-application meeting was held with WBC in December 2023 in relation to the Site. The Site has a recent planning history, with a planning application submitted in February 2022 (*Ref: 220458*) for a development of up to 200 homes. The application was refused planning permission and was subsequently dismissed at Appeal in March 2023 for the following primary reasons:

- The scale of the scheme proposed was too large for Hurst to accommodate sustainably.
- Inadequacy in sustainable connections to the wider area, including Twyford, and locally within Hurst village, leading to a lack of genuine travel choices.
- The package of improvements was insufficient to ensure opportunities are taken up.

1.2 In recognition of the reasons for the dismissal of the earlier Appeal, a revised scheme has been prepared which directly and positively responds to these matters and promotes a significant enhancement of the sustainable transport offer. This includes providing a comprehensive bus improvement strategy to improve bus connections from the village towards Twyford to the north (and its railway station).

1.3 The purpose of this report is to set out the options for a bus improvement strategy that will be delivered alongside the development proposals.

SECTION 2 **Bus Improvement Strategy - Background**

2.1 **Introduction**

- 2.1.1 This section of the report sets out the context for the bus improvement strategy, including key aims and objectives of the strategy.

2.2 **Wokingham Bus Service Improvement Plan 2 (2023-2040)**

- 2.2.1 The WBC Bus Service Improvement Plan was updated in January 2023 and provides a long-term strategy for the transformation of the Boroughs' bus network. The document sets out a number of key objectives, including:

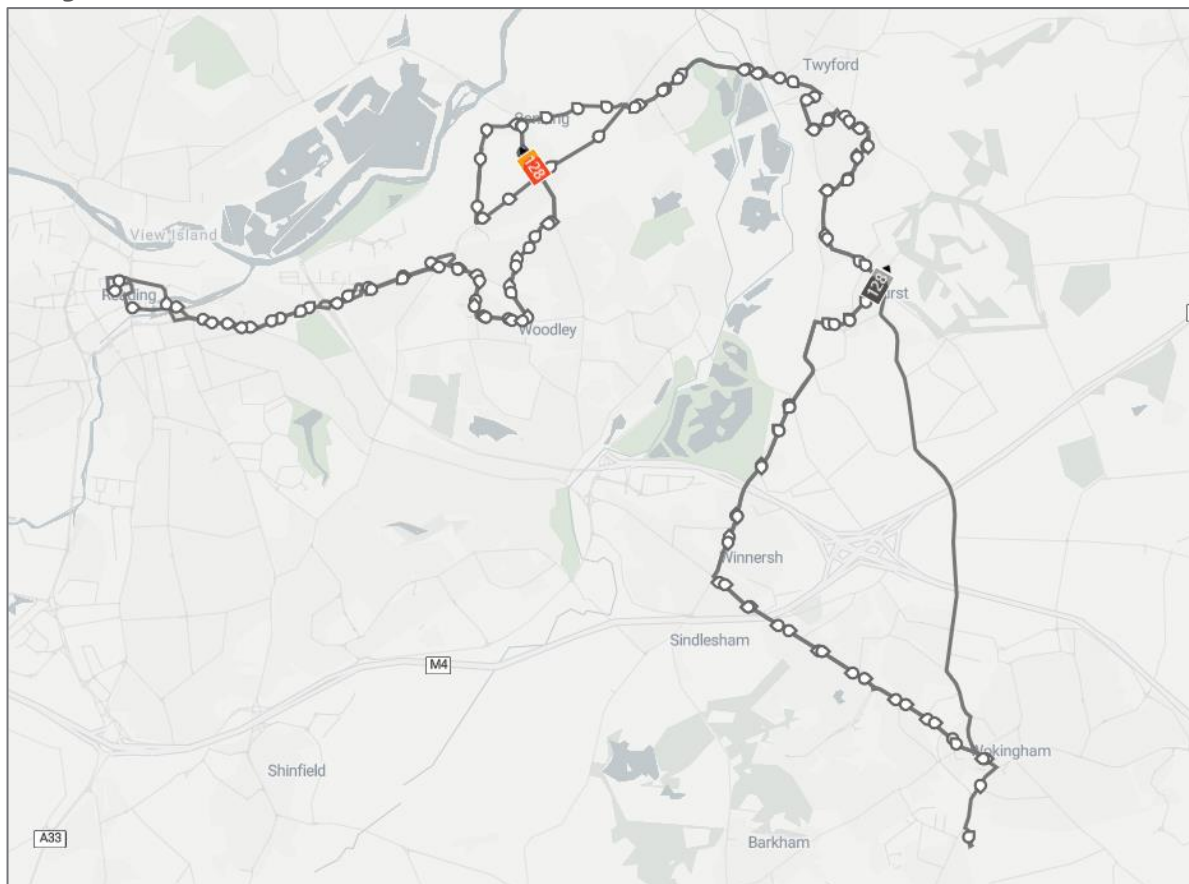
- To grow passenger numbers to pre-pandemic levels and continue that growth.
- To improve bus journey times, reliability and punctuality.
- To improve bus integration with rail passengers, cyclists, pedestrians and car drivers.
- To improve accessibility to transport services and the local bus network for communities in more rural and low-density areas.

- 2.2.2 The document also makes it clear that funding for all Council services is challenging, and that the delivery of the plan will be subject to suitable funding being secured. The proposed development at what is now the Appeal site in Hurst therefore offers a significant opportunity to assist WBC in the delivery of their Bus Service Improvement Plan. Specifically, the delivery of the key objectives listed above.

2.3 **Existing Bus Provision in Hurst**

- 2.3.1 The village of Hurst is served by the existing 128/129 bus service. The service is operated under tender by Thames Valley Buses (TVB) and connects Reading and Wokingham via Woodley, Twyford and Hurst (**Image 2.1**).

Image 2.1: Bus Service No. 128/129 Route



Source: Bustimes.org

- 2.3.2** The service operates hourly Monday to Friday and once every 2 hours on a Saturday. TVB operate 2 vehicles (3 during the peaks) along the route to provide a roughly 70-minute headway. A timetable indicating the operation of the existing 128/129 bus service from the nearby bus stops on Broadwater Lane in Hurst (within close vicinity of the site) is presented in **Table 2.1**.

Table 2.1: Summary of Bus Services and Frequency

Route	Destination	Service Frequency		
		Weekday	Saturdays	Sundays
128 / 129	Wokingham – Winnersh – Hurst – Twyford – Woodley – Reading	First service at 07:23 then every 65 minutes between 09:32 and 14:59	Hourly service between 08:41 and 09:38, then circa every two hours until 17:21	No service
	Reading – Woodley – Twyford – Hurst – Winnersh – Wokingham	Service every hour between 09:09 until 19:27	Service every two hours between 10:08 and 18:25	No service

Source: Bustimes.org

2.3.3 The existing 128/129 bus service provides an important connection to key destinations, including:

Within Reading

- Reading town centre;
- Reading College;

Within Twyford

- Twyford town centre;
- Twyford Railway Station;

Within Hurst

- Colleton Primary School;
- Hurst Bakery and Village Shop;
- St Nicholas CE Primary School;

Within Winnersh and Wokingham

- The Forest School and Sixth Form;
- The Emmbrook Secondary School and Sixth Form;
- The Holt Secondary School;
- Winnersh town centre; and
- Wokingham town centre.

2.3.4 Two separate meetings have been held with Thames Valley Buses to discuss the operation of the existing 128/129 service, which identified the following key issues:

- i The service is not commercially viable and relies on significant subsidy from WBC. TVB suggest that this subsidy equates to approximately half of the overall operating costs of the service, which are c. £500k p/a (so £250k p/a subsidy).
- ii The service faces various constraints and network issues which impact its reliability, including:
 - (a) Congestion in Reading and Sonning Bridge, as well as some delays at the Twyford Crossroads.
 - (b) Ongoing roadworks along the route, in particular at the Cemetery junction in Reading.
 - (c) Poor waiting facilities at Twyford Railway Station.
- iii Patronage in Hurst is relatively low at approximately 2-3% and this number is supported by concessionary fare passengers. The introduction of Crossrail at Twyford has increased bus demand, as have the application of £2 fares, but patronage remains below the national average (c. 5%). TVB's view is that a wider demographic brought about by a mixed housing development could increase patronage in Hurst.
- iv Despite these issues, the core 128/129 service is considered one of the better subsidised routes and TVB's view is that WBC are keen to maintain / improve the service.

2.3.5 The above key issues provide a significant opportunity to deliver a comprehensive bus improvement scheme as part of the development proposals at the Appeal site to strengthen bus provision and infrastructure within Hurst and secure a long-term sustainable solution.

2.3.6 As set out above, this improvement strategy would form part of the wider comprehensive sustainable transport package that will be delivered alongside the proposed development at the application site. This wider strategy includes proposals to deliver a cycle route to Twyford Railway Station and implement improved bus waiting facilities at the station.

2.4 Goals and Objectives

2.4.1 As part of the comprehensive improvement strategy for bus services and infrastructure within Hurst, the scheme will look to deliver improved connectivity to:

- 1 Rail Services at Twyford Railway Station – including infrastructure improvements to the existing bus waiting facilities.
- 2 Local Schools.
- 3 Local facilities and services within Twyford.

Improved Connectivity to Railway Services

2.4.2 Twyford Railway Station is a critical local service hub and provides rail services to key destinations including London, Reading and Slough and others involving a change including Oxford, Southampton and Basingstoke. The Elizabeth Line also now operates over 5 services per hour to London and Reading.

2.4.3 A summary of these services and the average journey times to each destination is presented in **Table 2.2**.

Table 2.2: Summary of Rail Services and Frequency

Station	Destination	Frequency		Average Journey Duration
		Peak	Off-Peak	
Twyford	London Paddington	6	5-6	25-40 minutes
	Oxford	3	4	44 minutes
	Reading	6	4	9 minutes
	Southampton Central	2	2	1 hours 20 minutes
	Basingstoke	3	3	41 minutes

Source: Trainline

2.4.4 Whilst the existing 128/129 bus route provides a connection to Twyford Railway Station from Hurst, only a single service currently departs from the village during the traditional morning commuter periods, arriving at Twyford Railway Station at 07:34. The existing 128/129 bus service timetable therefore currently limits the opportunities for residents within Hurst to access numerous railway services to onward destinations as part of a longer commute.

2.4.5 A key aim will therefore be to deliver an improvement strategy that provides more opportunities for residents of Hurst to align their bus journeys with onward rail services to key destinations, i.e. to London and Reading. This will provide a significant betterment to the public transport offering within Hurst and will provide genuine opportunities for residents to travel long distances to key locations by sustainable modes.

Improved Connectivity to Local Schools

2.4.6 Wokingham does not provide a singular catchment school for each location within the Borough. Instead, various designated areas for schools overlap one another, with parents able to choose from numerous schools.

2.4.7 The Appeal site within Hurst is located within the designated area / catchment of 8 primary schools, the nearest of which is St Nicholas CE Primary School. The school is located some 450m to the southeast of the site on School Road and is therefore accessible within a comfortable walking distance.

2.4.8 The site is also located within the designated area / catchment of 6 secondary schools. These schools include The Piggott CE School in Twyford and four further schools in Winnersh / Wokingham area.

2.4.9 As set out above, the existing 128/129 bus service routes within the vicinity of a number of these catchment schools. A summary of the available bus services to local schools in relation to school start and finish times is presented in **Table 2.3**.

Table 2.3: Existing 128/129 Bus Service Connections to Local Secondary Schools

School	School Times		Outbound	Inbound	Cycle Distance	Walk from Bus Stop
	Start	Finish				
Forest School	08:30	15:00	07:57	15:45	<1 minute	2 minutes (200m)
Emmbrook School	08:25	14:55	07:54	15:38	3 minutes	8 minutes (700m)
Holt School (Girls) plus boys in 6 th form	08:40	15:30	07:54	15:54	2 minutes	7 minutes (600m)
Piggott School	08:50	15:00	07:23	16:23	6 minutes	19 minutes (1.6km) ¹

¹ Which is not a convenient journey option

Source: Bustimes.org

2.4.10 The existing 128/129 bus service offers genuine opportunities to access secondary schools to the south of the site within Winnersh / Wokingham respectively, including the Forest School, Emmbrook School and Holt School. The services call at bus stops within a reasonable walking distance of each school and arrive/depart at times that align well with school start/finish times.

2.4.11 However, the service does not provide a convenient connection to Piggott CE School, which is located to the north of the site within Twyford. Therefore, a key aim of the bus improvement strategy will be to greatly improve the bus connections to Piggott School, thereby offering residents of the site and Hurst genuine opportunities to access the school by bus services.

Improved Connections to Twyford Centre

2.4.12 Twyford is located c. 2.5km to the north of Hurst and is an important service centre, providing a range of high-quality facilities and services including (but not limited to):

- Twyford Railway Station;
- A health club;
- A library;
- A GP surgery;
- A dental practice; and
- A town centre offering a range of shops and restaurants, including a Tesco Express and Waitrose Supermarket.

2.4.13 The facilities and services within Twyford will fulfil the day-to-day needs of local residents at the site and within Hurst. The existing 128/129 bus service currently provides an hourly service to Twyford and, whilst offering a useful connection, there is a significant opportunity to increase the frequency of bus services to this key local service centre.

SECTION 3 Bus Improvement Strategy - Options for Improvement

3.1 Introduction

3.1.1 This section of the report sets out the options to deliver a comprehensive bus improvement strategy for the village of Hurst as part of the development proposals at the application site. Four potential options are provided and are considered in turn below.

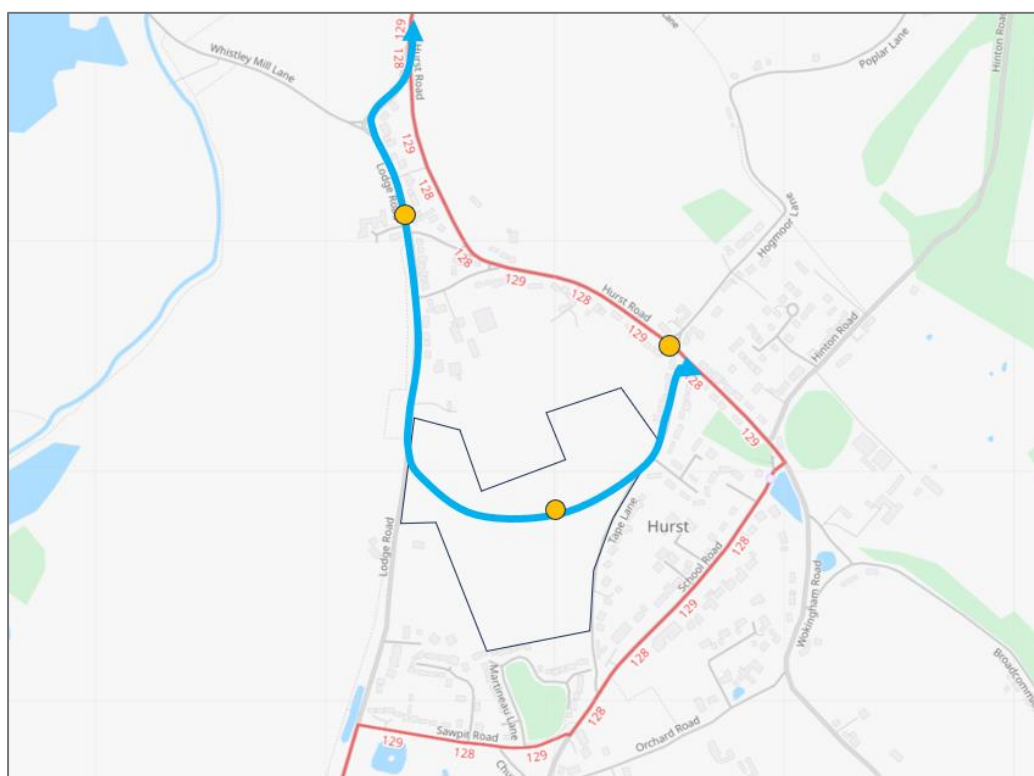
3.1.2 It is important to note that all options would be delivered alongside the comprehensive cycle improvement scheme to Twyford Railway Station, which includes a suite of improvements to the existing waiting facilities for bus passengers and cycle parking facilities.

3.2 Option 1 – No Improvement

3.2.1 This option would see no direct improvements being delivered to the existing 128/129 bus service within Hurst. However, as part of the development proposals, the developer would fund a minor route diversion through the application site to provide improved permeability and better connect the 128/129 bus service to key population demographics within Hurst.

3.2.2 The possible minor bus route diversion is indicated in **Image 3.1**.

Image 3.1: Potential Minor 128/129 Bus Service Diversion



- 3.2.3 The potential diversion would be facilitated through the delivery of a bus/emergency vehicle only access onto Tape Lane and the re-provision of the existing bus stops serving Whistley Green and Hogmoor Lane respectively. The proposals would also see the inclusion of a mobility hub within the application site to provide a quality interchange for both existing and future residents in Hurst.
- 3.2.4 The impact of the proposed diversion and reprovision of bus stops is illustrated in **Image 3.2** and **Image 3.3** respectively.

Image 3.2: Existing Bus Stop Accessibility along 128/129 Bus Route in Hurst – (400m Walking Catchment)

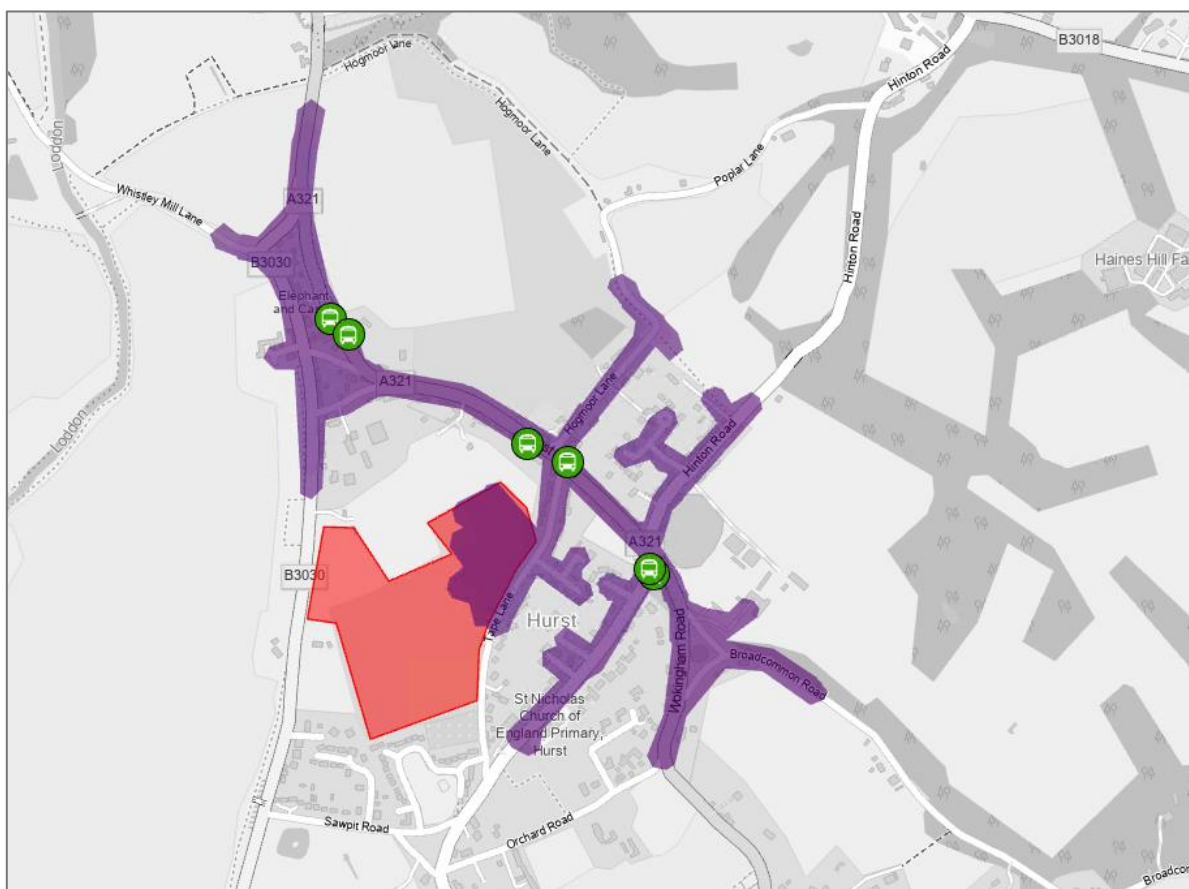
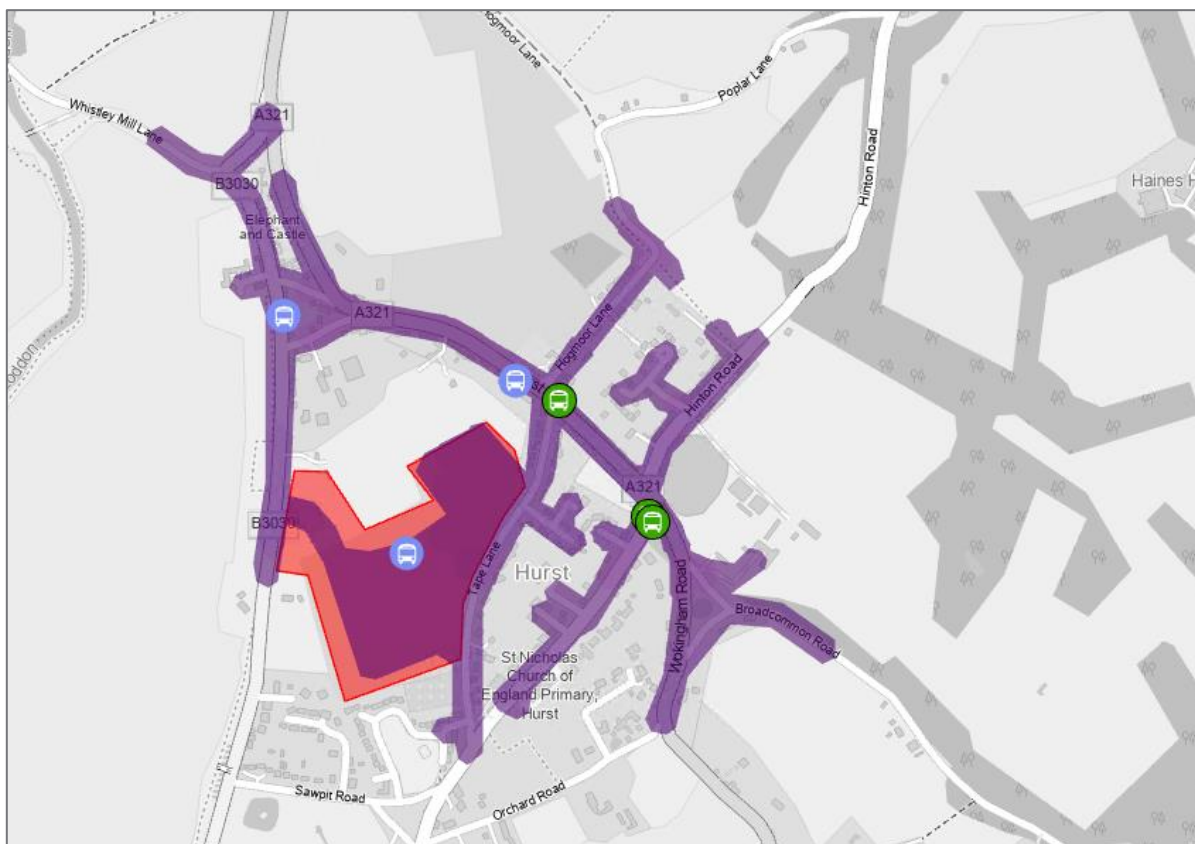


Image 3.3: Proposed Bus Stop Accessibility along 128/129 Bus Route in Hurst – (400m Walking Catchment)



3.2.5 The repositioning of bus stops within Hurst, as well as the diversion of the existing 128/129 bus service through the site, would result in a greater number of properties within Hurst being within 400m of a bus stop. This would be a clear improvement to the accessibility of public transport services.

3.2.6 Subject to more detailed discussions with WBC, initial engagement with TVB has indicated that they would support the diversion of the existing 128/129 bus service for the following key reasons:

- 1 The bus service would continue to serve existing users within Hurst.
- 2 The diverted bus service would connect to new residents and key population demographics within Hurst (as illustrated in **Image 3.2** and **Image 3.3**).
- 3 The potential diversion would be minor (amounting to no more than c. 400m from the existing route).

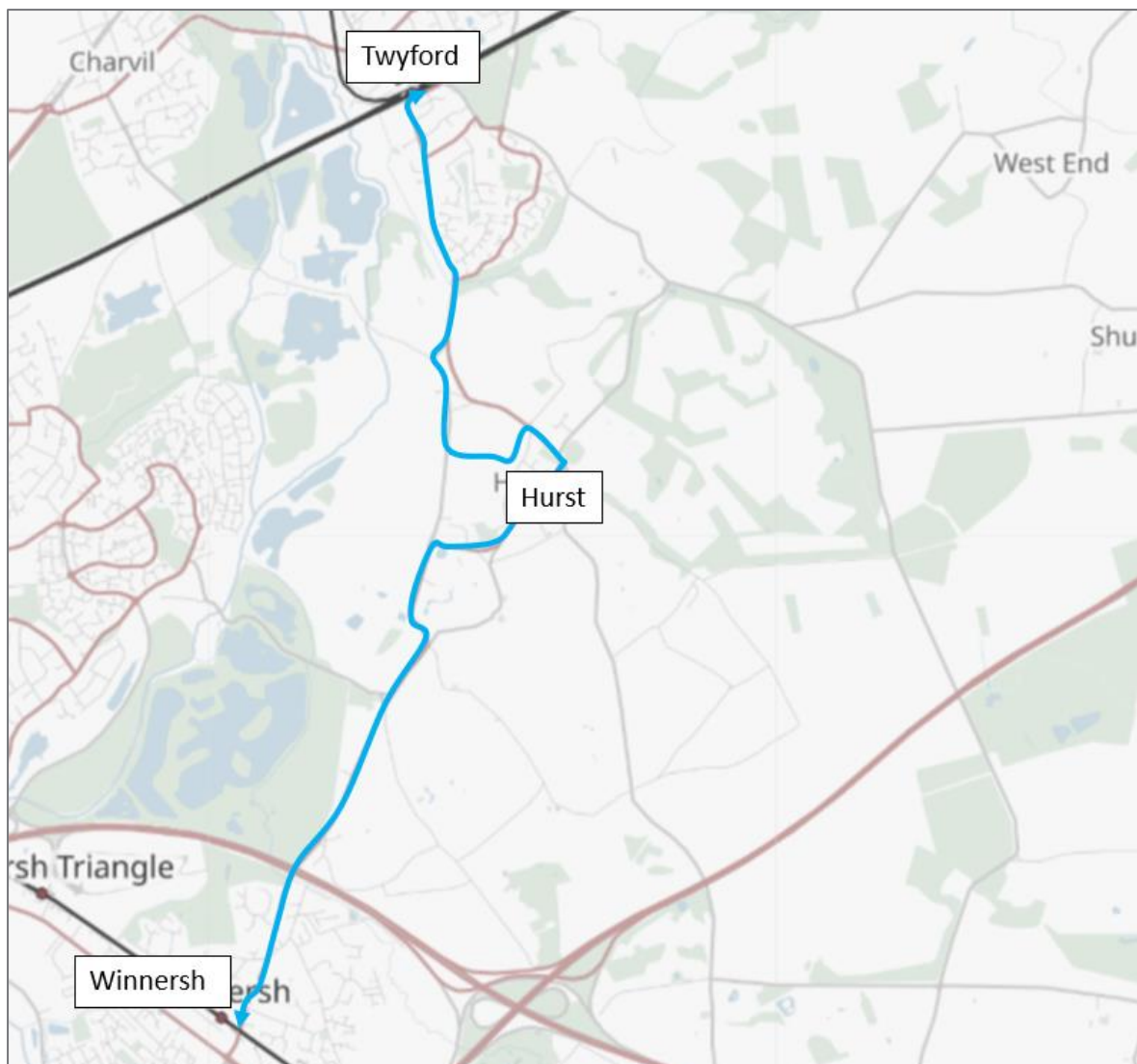
3.2.7 However, whilst potentially improving the demand for the existing 128/129 bus service, the key fact remains that the service is not currently commercially viable. As such, this option would do little to secure a long-term sustainable bus strategy for Hurst and deliver on the key objectives of WBC's Bus Improvement Plan.

3.3 **Option 2 – Provide Support to Existing 128/129 Bus Service**

- 3.3.1 As set out in Section 2, initial discussions with TVB have helped to ascertain that the existing 128/129 bus service is not commercially viable. At present, the service covers approximately only half its annual running costs (which are c. £500k p/a) and therefore relies on significant subsidy from WBC (in the region of £250k p/a).
- 3.3.2 In addition to providing all measures presented in Option 1, i.e. a minor diversion to the service through the site, this option would see the developer providing additional subsidy to the service. The funding would be secured through Section 106 Contributions and would assist in securing the long-term operation of the service.
- 3.3.3 However, whilst assisting in securing the long-term viability of the service, this option would do little to deliver on the wider objectives of WBC's Bus Improvement Plan, including the improvement to frequencies, journey times or integration with other modes of sustainable transport.

3.4 **Option 3 – Delivery of an Additional Tendered Service**

- 3.4.1 In addition to the measures set out in Option 1, this option would see the delivery of an additional tendered bus service within Hurst. The potential service would operate:
- Monday-Saturday (06:30-19:30) and therefore during similar operational hours to the existing 128/129 bus service. This would allow the new service to supplement the existing 128/129 service.
 - Along a route between Twyford and Winnersh via Hurst (**Image 3.4**) allowing a c. 30-45 minute headway and providing opportunities for the new service and existing 128/129 service to dovetail (subject to timetabling).

Image 3.4: Potential Route for Additional Tendered Service

3.4.2 Initial engagement with TVB has identified that the delivery of a new service would be the most viable improvement solution and could strengthen the existing 128/129 service by unlocking latent demand within Hurst through offering improved services and connectivity to Twyford and Winnersh respectively. The delivery of the additional tendered service would also assist WBC in the delivery of a number of their key objectives within their Bus Improvement Strategy.

3.4.3 However, whilst delivering a substantial improvement the exiting public transport offering in Hurst, the introduction of a new tendered service would likely face the following issues:

- i The cost of running such a service is estimated to be c. £200k p.a.² for a single bus, with pump-priming anticipated over a 5-year period.

² Established through initial engagement with TVB

- ii In a similar manner to the existing 128/129 bus service, the new service is unlikely to be fully self-financing, despite the additional revenue that will be generated by residents of the new development and the unlocking of additional latent demand within Hurst.
- iii It is therefore likely that further subsidy would be required for the service following an initial five-year period and therefore the option may not deliver a sustainable long-term model.

3.4.4 Points ii and iii can be demonstrated clearly through initial revenue forecasting, the results of which are summarised below:

Table 3.1: Initial Revenue Forecast – Additional Tendered Bus Service

No. of Dwellings	Estimated Population	Development Demand (Daily)			Estimated Annual Fare Revenue (£2.50 Fare)	
		Total All Mode Trips	Bus Trips (3%) ⁽³⁾	Bus Trips (5%) ⁽³⁾	3% Bus Trips	5% Bus Trips
99	238 ⁽¹⁾	1734 ⁽²⁾	52	87	£26,017	£43,362

1) Estimated population assuming an average number of persons per household of 2.4 (ONS Census 2021)

2) Calculated using the total person TRICS trip rates summarised in Table 5.2 of the Transport Assessment.

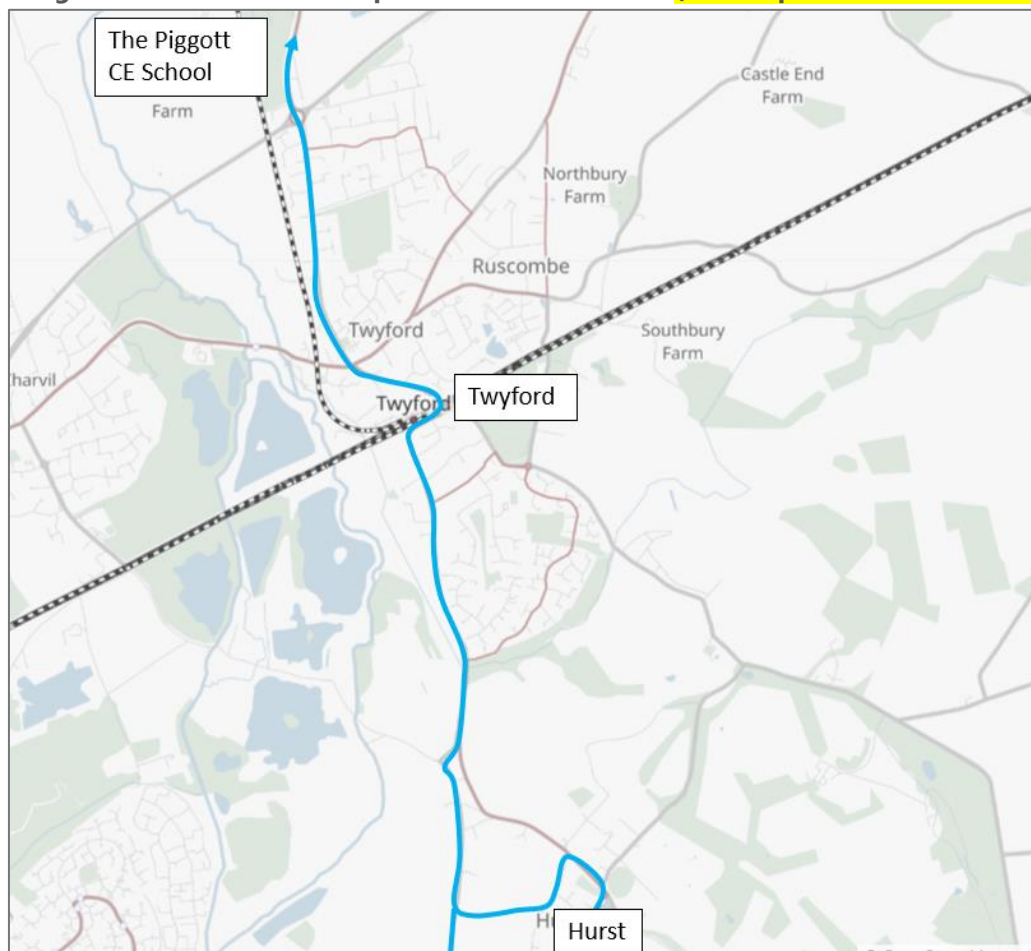
3) Estimated bus trip mode share, based on discussions with TVB.

3.4.5 Assuming a bus modal share of between 3%-5%, an annual fare revenue of some £26k-£43k could be expected to be generated by residents of the proposed development. This would cover only around 13%-21% of the annual cost to operate the service. The additional tendered service would therefore rely of significant subsidy to continue to operate beyond the initial five-year funding period.

3.5 Option 4 – Delivery of a New Private Bus Service with option for WBC to call on funds (Recommended option)

3.5.1 This option would see the delivery of a bespoke new private bus service operating from the application site. The potential service would operate:

- As a large mini-bus (16-seater) Monday to Saturday (07:00-10:00) and (15:00-19:00).
- Along a bespoke route between Hurst and Twyford, calling at Twyford Railway Station, Twyford town centre and the Piggott CE School (**Image 3.5**).

Image 3.5: Potential New Bespoke Bus Service Route (To be updated / centralise mapping)

3.5.2 The tailored operational hours will allow for a twice per hour service being attainable between Hurst and Twyford (and its railway station) and the delivery of a sustainable connection to a local secondary school that is not well served by the existing 128/129 bus service. The new bespoke service would supplement the existing 128/129 service and would provide a significant betterment to the existing public transport connections to/from Hurst.

3.5.3 In response to WBC comments previously raised on the proposed operation of the proposed private bus service:

- The private bus service would be operated by an independent contractor – companies that have been contacted to date for quotations include Thames Valley Buses, ABC Coaches and Your Coach Hire.
- The private bus service will operate along a fixed route, with a bespoke timetable.
- All quotations obtained to date include all operational costs, including driver salaries and mileage costs.

3.5.4 Initial engagement with TVB has identified that the cost to operate such a bespoke service would be c. £173k p.a. The funding for the service would be secured in the following manner:

- 1 **A developer bus fund** – this would comprise a £1.5m contribution to the bus fund which would be lodged in an interest-bearing account, accessible only to the Management Company.
- 2 **Service charge contributions** – these would be on-going contributions provided by residents of the proposed market dwellings (49 dwellings) as part of their normal service charge. A service charge of £20 per month would be included in the sale arrangements.

3.5.5 Based on these assumptions, it is forecast in **Table 3.2** that the Bus Service Fund would deliver the service for around 14-15 years depending on the cost of service and market rates, a very significant period.

Table 3.2 – Bus Service Funding

Year	Interest (3%)	Service Charge	Service Cost		Capital	
			£100k p/A	£170k p/a	Low	High
0	£0	£0	£0	£0	£1,500,000	£1,500,000
1	£45,000	£5,000	£100,000	£170,000	£1,450,000	£1,380,000
2	£45,000	£12,863	£105,000	£178,500	£1,402,863	£1,259,363
3	£40,874	£13,506	£110,250	£187,425	£1,306,610	£1,229,435
4	£39,198	£14,181	£115,763	£196,796	£1,244,227	£1,086,018
5	£37,327	£14,890	£121,551	£206,636	£1,174,893	£1,089,808
6	£35,247	£15,634	£127,628	£216,968	£1,098,146	£923,721
7	£32,944	£16,416	£134,010	£227,816	£1,013,497	£919,690
8	£30,405	£17,237	£140,710	£239,207	£920,429	£728,125
9	£27,613	£18,099	£147,746	£251,167	£818,395	£714,973
10	£24,552	£19,004	£155,133	£263,726	£706,818	£494,803
11	£21,205	£19,954	£162,889	£276,912	£585,087	£471,064
12	£17,553	£20,952	£171,034	£290,758	£452,557	£218,811
13	£13,577	£21,999	£179,586	£305,296	£308,547	£182,837
14	£9,256	£23,099	£188,565	£320,560	£152,338	-£105,367
15	£4,570	£24,254	£197,993	£336,588	-£16,831	-£155,426
16	-£505	£25,467	£207,893	£353,418	-£199,762	-£345,287

3.5.6 It is recognised that this funding commitment would not provide a wider benefit to the local community nor improve existing services, and that the bus market is changeable, and within the lifetime of the development will inevitably change.

3.5.7 Therefore, this option (which is the recommended option for the Bus Improvement Strategy) proposes to provide an alternative mechanism where WBC can at any point, call on the remaining balance of the Bus Service Fund to deliver improvements to bus services that benefit the Appeal site. Such measures could include:

- Enhance the frequency of the 128/129 service
- Delivery of new services alongside other growth opportunities
- Support for the already subsidised 128/129 service to ensure its longer-term security
- Incentivisation and promotional measures in line with the BSIP³.

3.5.8 The recommended Bus Improvement Strategy offers substantial benefits over all other options:

- i The service has a sustainable long-term financing model, with ongoing costs met in part by investing developer funding and in part by the levying of ongoing service charges to private dwelling residents of the proposed development and additional local revenue. The service therefore offers a sustainable long-term solution.
- ii By operating along a bespoke route, the service will be able to attain a twice hourly frequency during operational hours. This is a significant improvement over the existing hourly 128/129 service and will provide genuine additional opportunities for users to align bus journeys with onward rail services to key destinations, i.e. Reading and London.
- iii The service will call directly at Twyford town centre, enhancing connections to this important service centre.
- iv The service will also offer a direct connection to The Piggott CE School. In combination with the existing 128/129 bus service, the new bespoke service will ensure that reliable bus service connections are achievable to a range of secondary schools that have catchment areas that encompass the application site.

3.5.9 The proposed Bus Improvement Strategy offers the best solution to improving bus connectivity within Hurst, delivering on all three key objectives set out in Section 2 of this report and assisting WBC in the delivery of their Bus Improvement Plan

3.5.10 The Bus Improvement Strategy also provides flexibility to the Council to deliver on its ambitions in the Bus Service Improvement Plan.

³ Bus Service Improvement Plan

SECTION 4 **Summary and Conclusions**

4.1 Mactaggart and Mickel Strategic Land (Mac Mic) is proposing to develop land at Tape Lane in Hurst. A pre-application meeting was held with WBC in December 2023 in relation to the Site. The Site has a recent planning history, with a planning application submitted in February 2022 (Ref: 220458) for a development of up to 200 homes. The application was refused planning permission and was subsequently dismissed at Appeal in March 2023 for the following primary reasons:

- The scale of the scheme proposed was too large for Hurst to accommodate sustainably.
- Inadequacy in sustainable connections to the wider area, including Twyford, and locally within Hurst village, leading to a lack of genuine travel choices.
- The package of improvements was insufficient to ensure opportunities are taken up.

4.2 In recognition of the reasons for the dismissal of the earlier Appeal, a revised scheme has been prepared which directly and positively responds to these matters and promotes a significant enhancement of the sustainable transport offer. This includes providing a comprehensive bus improvement strategy to improve bus connections from the village towards Twyford to the north (and its railway station).

4.3 This report has set out options for a Bus Improvement Strategy that will be delivered alongside the development proposals.

4.4 The village of Hurst is served by the existing 128/129 bus service. The service is operated under tender by Thames Valley Buses (TVB) and connects Reading and Wokingham via Woodley, Twyford and Hurst. The service operates hourly Monday to Friday and once every 2 hours on a Saturday.

4.5 Whilst providing a useful and important connection for residents in Hurst, initial discussions with TVB have identified that the service suffers from a number of issues. Critically, these include the fact that the service is not commercially viable and relies on significant subsidy (upwards of 50%) to sustain its operation.

4.6 The proposed development at the application site therefore offers a significant opportunity to deliver a comprehensive bus improvement scheme as part of the development proposals to strengthen bus provision and infrastructure within Hurst and secure a long-term sustainable solution for bus travel.

4.7 Four options to deliver an improvement have been considered, with Option 4 being the most comprehensive and offering the greatest potential to deliver a long-term sustainable solution. The option would:

- i Deliver a bespoke private bus service between the site, Twyford and The Piggott CE School, operating twice per hour Monday to Saturday between the hours of 07:00-10:00 and 15:00-19:00. This would supplement the existing 128/129 service.
- ii Have a sustainable long-term financing model, with ongoing costs met in part by investing developer funding and in part by the levying of ongoing services charges to residents of the proposed development.
- iii Provide genuine additional opportunities for users to align bus journeys with onward rail services to key destinations, including Reading and London.
- iv Enhance connections to Twyford town centre, which is an important local service centre.
- v Deliver a direct connection to The Piggott CE School which, in combination with the existing 128/129 bus service, would ensure that reliable bus service connections are achievable to a range of secondary schools that have catchment areas that encompass the application site.
- vi Enable WBC at any point, to call on the remaining balance of the Bus Service Fund to deliver improvements to bus services that benefit the Appeal site. Such measures could include:
 - Enhance the frequency of the 128/129 service
 - Delivery of new services alongside other growth opportunities
 - Support for the already subsidised 128/129 service to ensure its longer-term security
 - Incentivisation and promotional measures in line with the BSIP .

4.7.2 Initial engagement with TVB has identified that the cost to operate such a bespoke service would be c. £173k p.a. The proposed revenue model for the private bus service is summarised in **Table 3.2** and would ensure that the bespoke service runs for at least 13 years or the significant funds (£1.5m) could be used by WBC for improved bus connectivity or support to existing services within Hurst for a long period of time which would deliver on all three key objectives set out in Section 2 of this report and assisting WBC in the delivery of their Bus Improvement Plan.

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

.....
Solicitor / Authorised Signatory

Executed as a DEED by
SHARON MARGARET MILLETT

In the presence of :

Witness name:

Witness signature:

Witness address:

Executed as a DEED by
HOWARD CHARLES MILLETT

In the presence of :

Witness name:

Witness signature:

Witness address:

Executed as a DEED by
MACTAGGART & MICKEL STRATEGIC LAND LIMITED

Acting by a director in the presence of a witness

In the presence of :

Witness name:

Witness signature:

Witness address