



**WOKINGHAM
BOROUGH COUNCIL**

**Site Address
Loddon Valley Garden Village (site: SS13)**

PLANNING PERFORMANCE AGREEMENT

Dated 28 February 2025

**Between
Wokingham Borough Council
The University of Reading
Gleeson Land Ltd
Hatch Farm Land Ltd**

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DEFINITIONS

For the purposes of this agreement, the words and phrases below shall be interpreted to have following meanings and be construed accordingly.

The Landowners

- The University of Reading (UoR)
- Gleeson Land Ltd (Gleeson)
- Hatch Farm Land Ltd (HFLL)

The Council (WBC)

Wokingham Borough Council, Council Offices, Shute End. Wokingham RG40 1BN

The Site

- The land the subject of Wokingham Local Plan Update: Proposed Submission Plan 2023 – 2040 Policy SS13: Loddon Valley Garden Village, shown in the figure at Appendix 2

The Parties

The Landowners and the Council shall collectively be referred to as the 'Parties' in this Planning Performance Agreement.

The Planning Application Strategy (PAS)

As set out in the Planning Application and Delivery Strategy, Ref: 250124 LGV Planning Strategy to WBC and dated 24 January 2025, included as Appendix 3 to this document.

WBC Resourcing Schedule

As set out in Tables 1 – 3 of the WBC letter, Ref: LGV Resource and dated 26 September 2024.

1 Introduction and Purpose

- 1.1 WBC is the local planning authority for the purposes of the Town and Country Planning Act (as amended)
- 1.2 The Planning Performance Agreement (PPA) sets out the procedural and resourcing arrangements for pre-application engagement, receipt, validation and progression to determination of planning applications submitted to WBC in accordance with the Landowners PAS. In summary there will be three initial applications; one each by UoR, Gleeson and HFLL as follows:
 - University of Reading:** Outline planning application for approximately 2,799 dwellings, along with Country Park and incorporating circa 53 hectares of SANG. Full details to be included of connection to Lower Earley Way (including bridges over the M4 and River Loddon), along with connections to Thames Valley Science Park, Arborfield Road, and Reading Road, incorporating junctions.
 - Gleeson:** Outline application for up to 431 dwellings, incorporating full details of access to Mole Road.
 - Hatch Farm Land Limited:** Hybrid planning application for approximately 550 homes (with up to 300 in detail) with full details of junction to Mill Lane and connection to the Winnersh Relief Road (WRR).
- 1.3 In accordance with the Resource Schedule, the PPA has a duration of 3 years and so is expected to also cover subsequent Reserved Matters applications formally submitted and validated within that period pursuant to each Landowner's initial application. During the 3 year period each Landowner may dispose in part or in whole of their land, in which case this PPA shall be transferred to their successor in title. On completion of this PPA, it will replace all previous unexpired PPA's between the Parties.
- 1.4 It is agreed that dedicated planning resources will be required in order for the planning applications to be progressed in a timely manner and for each Landowner's planning applications to be capable of being determined in accordance with the Project Program provided in Appendix 1.
- 1.5 This Agreement is made pursuant to Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, and Section 93 of the Local Government Act 2003. Section 93 of the Local Government Act 2003 allows local planning authorities to charge for providing discretionary services.
- 1.6 The PPA is not intended to be a legal agreement, nor does it guarantee a planning approval. It is intended to facilitate the determination of the planning applications within the statutory time period or other period as may be agreed between the LPA and applicant. Its purpose is to ensure WBC and the Landowners are in agreement as to the manner in which the project is being taken forward.
- 1.7 The PPA, on signing, will agree to an end date of issue of the decision notices in accordance with the Project Program provided by the PAS, albeit it will be subject to periodic review to ensure that it remains up to date and that it is capable of responding positively to any changes in circumstance affecting each Landowner's application processes. Any updates or amendments will be discussed with each Landowner and the PPA will be revised on agreement in writing between the Parties.

2 Meetings and Program

- 2.1 The Council will provide officer resource to support each of the Landowners' planning applications in accordance with the Resourcing Schedule. In addition to this, the Council will provide officer support for the duration of the Examination in Public (EiP) of the Local Plan Update. The Council will also appoint a lead officer to coordinate the delivery milestones outlined in the PPA and be a direct point of contact to liaise with the Landowners.
- 2.2 Meetings will fall into 2 categories:
- **Overarching SDL workshops:** at which high level principles to be applied to each of the Landowners' planning applications are discussed and wherever possible agreed; and
 - **Individual Landowners' preapplication / post submission meetings:** at which matters specific to each Landowners individual planning applications will be discussed and wherever possible agreed.
 - **Local Plan Update (LPU), EiP meetings:** at which matters relating to the EiP (in advance of, during and post the Hearing sessions) will be discussed and wherever possible agreed.
- 2.3 Given the extent of the UoR planning application, the key infrastructure that it will provide for, and the high proportion of the SDL as a whole that will occur on University land, Workshops and LPU EiP meetings will be led by the UoR and its consultant team. The Workshops and LPU EiP meetings will also be attended by Gleeson and HFLL and UoR, Gleeson and HFLL and their project teams will have discussed and agreed in advance of each Workshop the matters to be discussed and their collective approach to these.
- 2.4 Workshops will be attended by the lead planning case officer for each Landowner application and other relevant officers (including specialist technical consultees), where specific attendance is required due to the Workshop topic. Dates for the Workshops are to be agreed via monthly Project Forum Meetings attended by the Parties.
- 2.5 At both the pre-application and post submission stages, meetings will be attended by the lead planning case officer for each Landowners' individual applications and other relevant officers (including consultees), where specific attendance is required due to the meeting topic. Dates for these meetings will be agreed as part of pre-application / planning application processes.
- 2.6 LPU EiP meetings will be attended by members of the Planning Policy team and other relevant officers (including consultees and legal advisors), where specific attendance is required due to the meeting topic. Dates for these meetings will be agreed via Project Forum Meetings attended by the Parties and during the LPU EiP meetings.
- 2.7 Workshops, and the individual Landowners' pre-application / post submission meetings will be held at the times as agreed under 2.4, 2.5 and 2.6 above (unless otherwise agreed or cancelled). Once established, a detailed program for: Workshops; each Landowner's preapplication and post submission meetings; and LPU EiP meetings and milestones will be developed and maintained by the Parties and added as an addendum to this PPA.
- 2.8 The Project Programme provided in the PAS has been devised to provide a realistic timeframe for managing the Workshops, each Landowner's pre-application process and negotiation and determination of each Landowner's planning applications. The Parties acknowledge that the timetable provided by the PAS may be subject to change, which

will be kept under review moving forward. The Parties will use reasonable endeavours to adhere to the Program set out in the PAS.

- 2.9 The Programme will be reviewed between the Parties and amended in writing as necessary to take account of any unforeseen matters that might arise. Any such amendments will be agreed by the Parties.

3 Resources and Liaison

The Core Project Team

- 3.1 The Project team will comprise of each Landowner's team and WBC's team, as defined below, all of which shall work in line with the PPA. If significant changes are to be made to the Project team, this will be agreed in writing between the Parties. The Lead Officer for each of the Landowners' applications will be the prime point of contact at the Council for the respective Landowner. Owing to the scale of the project, the Landowners and the Council will each be drawing on a wider team of technical specialists, in relation to which directories are provided as Appendices 5 and 6.

Applicant Core Team

Name	Organisation	Position and Role
Phil Brown	Savills	Director, Planning Lead Planning Consultant
University of Reading		
Nigel Frankland	University of Reading	Land Management Director
Patrick Abbott	University of Reading	Senior Project Lead
Nicolas le Beulze	Artelia	Senior Project Manager, Artelia
Hatch Farm Land Ltd		
Craig Killoran	HFLL	Director, Hatch Farm Land Limited
Geoff Wilde	Thomas Wilde and Partners	Project Manager
Mike Knott	Stantec	Director, Planning
Gleeson Land		
Robert Phillips	Gleeson Land	Planning Director
Zoe Chacksfield	Gleeson Land	Senior Planning Manager

WBC Core Team

Name	Position and Role
Trevor Saunders	Strategic Project Lead
Connor Corrigan	Head of Strategic Development – Planning and Delivery
Chris Howard	Delivery Manager - Planning and Delivery

- 3.2 The parties to this Agreement will endeavour to make available members of the Project team to facilitate meetings, agreed by all parties.
- 3.3 Where possible, the project team shall give notice of any unavailability due to annual leave and advise on an alternative named contact during any period of leave.

4 Additional Costs not included in the PPA Fee

- 4.1 In the event that the Council requires specialist advice from consultants or specialists not covered by this PPA, the Council will agree with the applicant the preferred way forward. The costs of any external parties not covered by the PPA will be met by the applicant unless otherwise agreed between the Parties. This will include, for example, the shared costs of preparing an adoptable Strategic Design Code for the development which is to be commissioned by the Council.
- 4.2 All legal costs to the Council required to help assess, review and conclude the planning applications subject of this PPA are not included in the PPA fee and will be recovered separately by the Council invoicing each of the Landowners in respect to their individual planning applications on a full-cost recovery basis.
- 4.3 Highway modelling costs are also excluded from the PPA fee and will be similarly recovered by the Council from the Landowners on a full-cost recovery basis.

5 PPA Fee

- 5.1 The PPA fees are set out in the WBC Resourcing Schedule.
- 5.2 PPA fees are intended to allow WBC to cover non-statutory costs for establishing the PPA and commitments to fulfil its duties set out within the Resourcing Schedule (including ongoing review and amendments that may be required in the future) being WBC's costs incurred in the staffing and resourcing of the process.
- 5.3 The Council's PPA fee, excluding each Landowner's planning application fees, is £704,000 (plus VAT) in total. The total PPA fee will be divided between the Landowners as follows:

University of Reading: £521,295.24 (74%)

Gleeson: £80,270.90 (11.4%)

Hatch Farm Land Limited: £102,433.86 (14.6%)

- 5.4 The following payment terms would apply:
- Each landowner's PPA fee (paragraph 4.3) shall be invoiced on a monthly basis (36 months in total based on a 3-year period for this PPA as a whole).
 - It is expected that the total amount invoiced by the Council each month will be £19,555.56, which comprises the whole PPA fee for the 3-year period, divided by 36. Monthly invoicing will be divided across the three landowners in accordance with the ratios given above at paragraph 4.3.
 - The Council will keep a ledger of the total officer time/resource used on the project which will be reviewed annually with the Applicant Core Team. Should the review indicate the time spent is less or more than the resources originally allocated, the Council and the Applicant Core Team shall take the opportunity to agree an alternative monthly payment for the next year which better reflects the resources being expended, split in accordance with the above ratios.

- 5.5 The fee includes advice from WBC internal consultees solely as set out in the Resourcing Schedule.
- 5.6 For the avoidance of doubt, PPA fees do not include standard planning application fees as set out in the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012, as amended; such fees would be charged upon receipt of a future planning application in the usual way.
- 5.7 The Landowners hereby confirm that invoices shall be sent to the following contacts, to be reimbursed in accordance with 4.4 of this Agreement.

Table 1: Invoicing details by Landowner

	University of Reading	Gleeson Land Limited	Hatch Farm Land Limited
Contact Name for Invoicing:	Nigel Frankland	Sara Cromwell	Craig Killoran
Name of Organisation the Invoice should be addressed to	University of Reading	Gleeson Land	Hatch Farm Land Limited
Invoicing Address	University of Reading, Whiteknights House, Whiteknights PO Box 217, Reading RG6 6AH	Sentinel House, Harvest Crescent Fleet Hampshire GU51 2UZ	Fox Cottage The Straight Mile Shurlock Row Berkshire RG10 0QP
Contact Number	[REDACTED]		
Email Address	[REDACTED]		
Company Registration Number	Incorporated under Royal Charter RC000665	05181745	10660192

6 Process and Review

- 6.1 The Parties are committed to the principle of collaborative working, undertaking all necessary tasks required at each stage of the applications process, according to the timetable established by the PAS unless otherwise agreed subsequently between the parties.
- 6.2 The Parties undertake to meet in person (where considered necessary by both parties) and as an alternative by MS Teams.

Council's Obligations

- 6.3 The Council will provide dedicated planning and other officers to the project in accordance with the Resource Schedule for the duration of the PPA.
- 6.4 The Council will progress Workshops and pre-application discussions with the Landowners in relation to each of their applications in accordance with the Project Program provided by the PAS and as subsequently developed under 2.4,2.5 and 2.6 above.
- 6.5 By agreement between the Parties, the Council will provide substantive written responses to draft materials submitted at the pre-application stage within 10 working days of the meeting at which they are presented to the Council.

- 6.6 The Council will complete checking and validation of the applications submitted to them by each Landowner within 10 working days of receipt of the complete application(s).
- 6.7 The Council will issue consultation letters to each Landowner within 5 working days of validation of their respective application.
- 6.8 The Council will endeavour to make known to each Landowner respective to their individual applications within 5 working days, any relevant responses received from internal local authority consultees throughout the pre-application and forthcoming application submission process and any key issues in relation to which WBC require responses or amendments. This is so that any matters can be addressed at the earliest opportunity. However, it is noted that the case officer for each Landowner's application may need to review and further consider such responses before providing their own individual comments to them. The Council will endeavour to do this within a further period of 5 working days.
- 6.9 To the extent that it is considered appropriate to do so, officers will draw each Landowner's attention to any matters arising from third party consultation during this same period.
- 6.10 Where necessary, communications, be it via email or hard copy correspondence, shall be acknowledged within 5 working days with a suitable response where possible (unless lead officer is unavailable). Telephone messages shall be returned within 1 working day of receipt (unless lead officer is unavailable). Where circumstances beyond the reasonable control of the Council prevent compliance, each Landowner shall be notified of such circumstances.
- 6.11 Unless otherwise agreed between the parties, actions arising from meetings shall be agreed at the meeting.
- 6.12 The lead officer will follow up statutory consultees and WBC departments for comments on the submitted application if no response has been received within 21 working days of the statutory consultation period commencing.
- 6.13 In cases where dispute arises, in particular where any of the landowners feels the Council is not meeting the principles agreed, the matter should be referred to the Strategic Project Lead immediately for review.
- 6.14 Nothing in this PPA shall restrict or inhibit WBC from exercising their role as Local Planning Authority.

Applicant Obligations

- 6.15 Relevant information and/or information requested by WBC will be circulated no later than 10 working days prior to a Workshop or meeting. WBC recognise that a shorter timeframe may be acceptable subject to the topics to be covered, and the degree of changes from previous meetings. The lead officer will be copied into all correspondence.
- 6.16 Meeting agendas, unless otherwise agreed, will be circulated to WBC no later than 3 working days prior to any Workshop or meeting.
- 6.17 Unless otherwise agreed, minutes and/or actions from Workshops or meetings will be circulated in draft form by the Landowners no later than 3 working days after the Workshop or meeting. The Council will confirm agreement to the minutes, or otherwise any amendments, within 5 working days of receipt of the minutes.
- 6.18 Nothing in this PPA shall restrict or prohibit each Landowner from exercising their right to apply for planning permission at any time, or to appeal any such application under the

relevant Planning Acts.

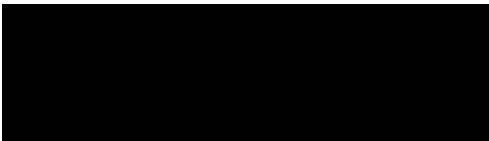
6.19 This PPA will apply from the date this Agreement is signed and shall remain in force for a period of 3 years, or such a time when one Party wishes its termination.

6.20 The Parties hereby agree to the content of this PPA.

7 Agreement Signatories

Wokingham Borough Council

Name: Trevor Saunders

Signature: 

Position: Assistant Director (Interim) - Planning
 On behalf of: Wokingham Borough Council
 Date: 28th February 2025

University of Reading

Name: Nigel Frankland

Signature:

Position: Land Management Director
 On behalf of: *University of Reading*
 Date: 19th February 2025

Gleeson Land

Name: Zoe Chacksfield

Signature:

Position: Senior Planning Manager
 On behalf of: *Gleeson Land Ltd*
 Date: 28/02/2025

Hatch Farm Land Ltd

Name: Craig Killoran

Signature:

Position: Director
 On behalf of: *Hatch Farm Land Ltd*
 Date: 19/02/2025

Appendix 1 – Indicative* Programme

* Subject to further agreement between the Parties as set out in paragraphs 2.4-2.6 of this PPA

1st Preliminary Officer Meeting	February 2025
1st Pre-Application Officer Meeting (in-person TBC)	March 2025
2nd Pre-Application Officer Meeting (Design Workshop) (in-person)	April 2025
3rd Pre-Application Officer Meeting	May 2025
4th Pre-Application Officer Meeting	June 2025
Monthly “catch-up” meetings * / WBC officer meetings	Ongoing
Application Submission	July 2025
Validation of the Application and Consultation Period Begins	August 2025
End of the Consultation Period	September 2025
Officer Meeting	October 2025
Submission of amendments (if required) and re-consultation where required	December 2025
Officer Meeting	January 2026
Councillor presentation	February 2026
Draft conditions agreed and draft S106 completed	July 2026
Committee Report Issued	August 2026
Committee date	September 2026
Target Decision Date (subject to submission of details)	December 2026