

30th July 2019

To: Councillors Phil Barnett; Jeff Beck; Nigel Foot; Chris Foster; Jon Gage; Roger Hunneman; Pam Lusby Taylor; Stephen Masters; Vaughan Miller; Andy Moore; Gary Norman; Tony Vickers

Substitutes: Jeffery Cant, Martin Colston, Jo Day, Billy Drummond, David Marsh; Martha Vickers.

Also: All Members of the Town Council for information.

Dear Councillor

You are summoned to attend a meeting of the **Planning & Highways Committee** to be held in the Council Chamber, Town Hall, Market Place, and Newbury on **Monday 5th August 2019 at 7.30pm**. The meeting is open to the press and public.

Yours sincerely,

Hugh Peacocke
Chief Executive Officer

1. **Apologies**

Chief Executive Officer

2. **Declarations of Interest and Dispensations**

Chairperson

To receive any declarations of interest relating to business to be conducted in this meeting and confirmation of any relevant dispensations.

3. **Minutes (Appendix 1)**

Chairperson

3.1 To approve the minutes of a meeting of the Planning & Highways Committee held on Monday 15th July 2019 (already circulated). (Appendix 1)

3.2 Report on actions from previous minutes.

4. **Questions and Petitions from Members of the Public**

Chairperson

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Newbury Town Council is committed to continuing to make Newbury a better place to live, work and visit

5. **Members' Questions and Petitions**

Chairperson

6. **Schedule of Planning Applications (Appendix 2)**

Chairperson

To comment on the planning applications listed at the attached schedule for which there are members of the public present.

7. **Schedule of Planning Decisions (Appendix 3)**

Chairperson

To receive and comment as necessary on the planning decisions and recommendations of the planning authority listed at the attached schedule.

8. **Licensing Application (Appendix 4)**

Chairperson

To comment on the licensing applications listed at the attached schedule.

9. **Town and Country Planning Act 1990**

Application No: 19/00020/FULD for three 1 bedroom flats for Land rear of 378 London Road, Newbury.

Newbury Town Council's Comments: Objection / comment: This is effectively the same as application 18/02910, to which we have the same objections. 1) There is insufficient space on the site for vehicle turning. Reverse exiting from the site onto the heavily used Fir Tree Lane would be dangerous. 2) Constant traffic queuing occurs in Fir Tree Lane at the junction with London Road. Such queuing would interfere with cars seeking to enter the site from the south. 3) The Juliet balconies for the northern elevation would overlook the playing fields of Fir Tree Primary School, the trees which formerly provided screening having been cut down. 4) The building would be out of keeping with the houses in that part of Fir Tree Lane, which date from the 1920's and 1930's and have a unique design. 5) Its distance from Fir Tree Lane, at about 2 metres, would not respect the building line of the neighbouring properties. 6) The site would be cramped and provide insufficient amenity space, contrary to the terms of Quality Design SPD Part 2 clause 1.16.5.

Chairperson

To note that the above-mentioned Appeal is to be decided on the basis of an exchange of written statements. A copy of the document will be available at the meeting. Should the Council wish to make any comments at this stage, or withdraw, modify or add to any earlier comments the Council might have made, or request a copy of the decision letter, the Council should write to the Planning Inspectorate by Wednesday 14th August 2019.

To consider next steps.

10. **Consultation on the [Draft-West-Berkshire-Economic-Development-Strategy-2019-2036](#) (Appendix 5)**
Chairperson
To agree the Town Council's response to the consultation on the West Berkshire Economic Development Strategy.
- (Please note: Ms. Gabriel Mancini, WBDC Economic Development Officer, will present on this item and will deal with Members' questions. The Town Council's response is due by 7 August)
11. **Update from The Western Area Planning Committee**
Chairperson
To receive an update on any relevant business from the Western Area Planning Committee.
12. **Sandleford Park Joint Working Group – Update**
Chairperson
To receive an update on any relevant information.
13. **Signing and sealing of lease for Suite 7 between Newbury Town Council and West Berkshire Council (Appendix 6)**
Chairperson
To authorise the signing and sealing of a new one-year lease between West Berkshire Council and Newbury Town Council as continuing tenants of Suite 7 in the Town Hall.
14. **Consultation on the [West Berkshire draft Revised Statement of Community Involvement \(SCI\)](#) (Appendix 7)**
Chairperson
To agree the Town Council's response to the consultation on West Berkshire Council's revised draft Statement of Community Involvement (SCI).
(The SCI sets out our policy for involving the community in both the plan making process and in the consideration of planning applications in the district.)
15. **Secure Bike Racks at the Kennet Centre.**
Cllr. Roger Hunneman, Chairman of the Town Centre Community Forum
To resolve to request West Berkshire District Council to install secure bike racks inside the ground level Kennet Centre car park, which is monitored during hours of opening and locked when closed.
16. **Road Safety Concern - A339 Traffic Lights near Pinchington Lane / Monks Lane**
Chairperson
To resolve to request West Berkshire District Council to reduce the current speed limit on the A339 from the Swan Roundabout to Monks' Lane.

17. **Bear Lane, Cheap Street, Market Street and A339 Newbury (Appendix 8)**
(prohibition of turning order, one way and no entry)

Chairperson

To agree the Town Council's response to the above consultation.

18. **Forward Work Programme for Planning and Highways Committee meetings**
2018/19 (Appendix 9)

Chairperson

To note and agree any other items that Members resolve to add to the Forward Work Programme.

Minutes of a meeting of the Planning and Highways Committee held in the Council Chamber, Newbury Town Council, Town Hall, Market Place, Newbury on Monday 15th July 2019 at 7.30pm.

Present

Councillors Phil Barnett; Jeff Beck; Billy Drummond; Nigel Foot; Chris Foster; Roger Hunneman; Pam Lusby Taylor; Stephen Masters; Martha Vickers; Tony Vickers (Chairperson).

In Attendance

Hugh Peacocke, Chief Executive Officer
Kym Heasman, Corporate Services Officer

46. Apologies

Councillors Jon Gage, Vaughan Miller, Andy Moore (Cllr. Martha Vickers, sub) & Gary Norman (Cllr. Billy Drummond, sub).

47. Declarations of interest

The Chief Executive Officer declared that Councillors Phil Barnett, Jeff Beck, Billy Drummond, Stephen Masters, Martha Vickers and Tony Vickers are also Members of West Berkshire Council, which is declared as a general interest on their behalf and a dispensation is in place to allow them to partake in discussions relating to West Berkshire Council business.

The Chief Executive Officer made the following statement on behalf of Councillors Phil Barnett and Tony Vickers who are Members of West Berkshire Council Planning Committee and Jeff Beck, Stephen Masters & Martha Vickers who are Substitute Members of West Berkshire Council Planning Committee: "I wish to make it clear that any comments I make tonight are only being made in relation to the formulation of the Town Council's view and is not in any way prejudging the way that I may vote when any application is considered by West Berkshire District Council. At that time, I will weigh up all the evidence."

In considering the following application, Councillors Phil Barnett, Jeff Beck, Roger Hunneman, Martha Vickers & Tony Vickers declared that they had been lobbied:
19/01462/FUL

48. Minutes

The Chief Executive Officer made the following comments regarding actions from the previous meeting:

- **Minute No. 38:** IT was noted that Councillor Gary Norman would attend the Western Area Planning Committee Meeting. Councillor Gary Norman did not attend and Councillor Nigel Foot attended but could not represent Newbury Parish Council, as no notification of attendance had been submitted to the clerk of the committee meeting.
- **Minute No. 32:** Observations recorded at appendix 1 were sent to West Berkshire District Council, The day after the meeting.
- **Minute No. 31:** We thanked Kieran Hodges for the presentation from ENGIE on the update of the Market Street Development.
- **Minute No. 39:** the committee requested a presentation from the planning authority, when a significant change to the plans, has meant that the Planning Authority is ready to determine one or both outline applications, to the Joint Working Group of Newbury Town Council and Greenham Parish Council (without the public present).
- **Minute No. 40:** The Canal Working Group meets 16th July to start work on drafting a development plan, to comeback to this committee.
- **Minute No. 41:** We sent the Council's response to the consultation on the Thames Valley Berkshire Local Enterprise partnership's Local Industrial Strategy Framework Document and since received a response from the LEP that they have complete an energy strategy which had been circulated to members.
- **Minute No. 42:** Response received from West Berkshire Council Highways about the management of parking on Northbrook & Bartholomew Street, the response has been circulated to members.
- **Minute No. 43.** Chief Executive officer has written to West Berkshire District Council regarding Refuse bins on Wharf Street. Councillor Martha Vickers notified the CEO that some of the bins had been abandoned by previous businesses in the area. CEO has requested that the waste management team at WBC investigate.

Proposed: Councillor Jeff Beck

Seconded: Councillor Phil Barnett

Resolved: That the minutes of the meeting of the Planning & Highways Committee held on Monday 24th June 2019, be approved and signed by the Chairperson.

49. Questions and petitions from members of the public

There were none.

50. Members' questions and petitions

Councillor Phil Barnett Asked the Following Question:

"Can this planning and highways committee of Newbury Town Council encourage the responsible authority of the land between Kings Road West and the Sainsbury's roundabout to tidy up the area?"

The Chairperson replied with the following Answer:

"We believe that the land to which you refer belongs to the Highways Authority, West Berkshire District Council. We have been advised that this will be addressed by the grounds maintenance contractors within the next month. Also, once the roadworks on the A339 are finished, the roundabout will be largely cleared and replanted over the winter."

Councillor Foot asked that WBDC consider wild flowers and pollinators to give added environmental value to the re-planting.

51. Schedule of planning applications

Resolved that the observations recorded at Appendix 1 to these minutes be submitted to the planning authority.

Members requested that David Wilson Homes & Sovereign House be invited to give a presentation and update on 19/01430/FULEXT Land at Hutton Close, Newbury.

52. Schedule of prior approval applications

Resolved that the observations recorded at Appendix 2 to these minutes be submitted to the planning authority.

53. Schedule of prior approval applications

Information was received and noted by the Committee.

54. Schedule of planning decisions

Information was received and noted by the Committee.

56. Update from the Western Area Planning Committee

Two Newbury parish planning application considered and approved at the Western Area Planning Committee Meeting on Monday 10th July, the first application was 24

Donnington Square, Newbury. The second application was 6 Northwood Drive, Newbury.

57. Sandleford Park Working Group – update

Thames Water submitted comments to West Berkshire Council, stating that there would need to be a significant infrastructure put in place for the development to be undertaken. The costs of this will have to be met by the developers.

58. Forward work programme for Planning and Highways Committee meetings 2019/20

Information was received and noted by the committee.

Agreed to add the following items:

Speed limit on the A339, south of the Tesco Roundabout

Consultation on The West Berkshire Economic Strategy

The future of the Kennet Centre

Secure bike parking in the Town Centre

The West Berks Winter Service Plan

A presentation on CIL Collections

Members asked that the agenda includes a reminder that the deadline for questions is 2.00 pm on the day of the meeting.

There being no other business the chairperson declared the meeting closed at 21.09 hrs

Chairperson

Planning & Highways Committee Meeting
Schedule of planning applications - Resolutions

Running Order	Resolutions	Application Number	Location and Applicant	Proposal
1	No objection	19/01420/FUL	Ridgeway Audi, Faraday Road, Newbury for Marshall Motor Group Ltd	Refurbishment of existing showroom through the revision and reconfiguration of ground and first floor accommodation, along with the rationalisation of the elevations. Proposals also include new external lighting.
2	No objection	19/01430/FULEXT	Land at Hutton Close, Newbury for David Wilson Homes	Section 73: Variation of Condition 2 (Plans) of previously approved application (17/01348/FULEXT): Removal of existing buildings (bungalows and flats) and erection of 80 residential dwellings, associated and infrastructure.
3	No objection	19/01638/LBC2	47 Shaw Road, Newbury for Hannah Guthridge	Remove slates, replace any damaged batons, replace existing damaged slates, put back slates in good condition. Works to entire roof.
4	No objection provided that the comments provided by the Case Officer, are acted on by the applicant.	19/01641/HOUSE	2 Hop Gardens, Kiln Road, Newbury for Miss P Brown	Proposed single storey front extension and internal alterations.
5	No objection	19/01553/HOUSE	32 Regnum Drive, Newbury for Mr Broom-Edwards	Extension and alterations including loft conversion.
6	No objections provided that 50% of the 25 car parking spaces are allocated for	19/01585/FUL	Unit 9, Newbury Retail Park, Pinchington Lane, Newbury for F and C Commercial Holdings Ltd	Creation of an additional 25 car parking spaces.

	Community transport, Electric car charging and Cycle storage.			
7	Support	19/01589/FUL	Hilary House, St Johns Road, Newbury for Sovereign Housing Association	Replacement existing upvc windows with more efficient UPVC windows.
8	Support	19/01672/FUL	Waterside Youth and Community Centre, Waldegrave Place, Northbrook Street, Newbury for Berkshire Youth	Refurbishment, partial demolition and extension of existing Community Youth Centre to modernise and enhance the facilities together with hard landscaping, boundary treatment and external lighting.
9	No objection	19/01604/FULD	Unit 9, Newbury Retail Park, Pinchington Lane, Newbury for F and C Commercial Property Holdings Ltd	Split the unit into two separate units, rear extension to provide dock loading bay and complete change to the front and side elevations including external paving.
10	No objection	19/01708/HOUSE	83 Kings Road, Newbury for Mr & Mrs Page	First Floor side extension.
11	Support	19/01557/FUL	Angel Court, Pelican Lane, Newbury, for Sovereign Housing Association	Replace the existing stained timber with single glazed windows with upvc side opening casement double glazed units in brown wood effect to match existing colour.
12	No objection	19/01531/HOUSE	10 Holborne Close, Newbury for Richard Wyatt	Proposed side extension. Render part of existing property. Proposed new detached garage with enlarged parking and new retaining wall.
13	No objection provided the extended hours are only in relation to sporting activities.	19/01384/FUL	Newbury Athletics, Fifth Road, Newbury for St Bartholomew School	Section 73: Variation of Condition 13 (Hours of Use) of previously approved application (18/ 03144/FUL): Demolition of the pavilion and erection of a single storey replacement pavilion and new parking area.

14	No objection	19/01499/HOUSE	9 Henshaw Crescent, Newbury for Mr & Mrs Cantwell	Proposed rear extension.
15	No objection	19/01507/FULD	40 Fifth Road, Newbury for Mrs Kang	Convert existing dwelling into 2 dwelling houses, including demolition of attached garage/store and erection of 2 storey side extension.
16	No objection	19/01704/HOUSE	9 Holborne Close, Newbury for Mr & Mrs Holland	Formation of habitable room in roof space with 3no front dormers and raised ridge line.
17	No objection, Members support comments from Highways.	19/01705/HOUSE	13 Garford Crescent, Newbury for Mr Sleep & Miss Hamblin	Two storey side extension.
18	No objection	19/01560/FUL	1-8 Maidenhead House, Bartholomew Street, Newbury for Sovereign Housing Association	Replace existing timber windows with white timber window of the same fenestration and design.
19	No objection	19/01435/LBC2	Camp Hopson, 7-11 Northbrook Street, Newbury for Morley Stores Ltd	New signage to rear elevation.
20	No objection	19/01436/ADV	Camp Hopson, 7-11 Northbrook Street, Newbury for Morley Stores Ltd	New signage to rear elevation.
21	No objection	19/01625/FUL	73 London Road, Newbury for Mr D Rai	Change of use from HMO to 4 self- contained flats with side extension. Internal remodelling, replacement of windows, fascia and soffits, doors to lower ground floor, new entrance door, steps, demolition and replacement of side storey with extension, raised roof line, provision of bin storage and widened access to front garden.

22	Support	19/01462/FUL	19 Cheap Street, Newbury for Empire Café (Newbury) Ltd	Change of use for temporary period of 36 months from meeting / function room to meeting room / office use (B1) at the rear of Empire Café (Mayors Lane)
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Application for Prior Approval

Running Order	Resolution	Application Number	Location and Applicant	Proposal
1	No objection	19/01554/PASSHE	15 Chesterfield Road, Newbury for Frances Fernandes	Single storey rear extension 5.8m beyond the rear wall x 2.9m Maximum height x 2.8m height at eaves

**Planning and Highways Committee Meeting
Schedule of Planning Applications
Monday 5 August 2019**

Members are requested to consider the following planning applications, details of which will be tabled at the meeting and which are available for reference at the town hall prior to the meeting.

Running Order	Ward	Application Number	Location And Applicant	Proposal
1	Wash Common	19/01447/HOUSE Amended Plans	10 Kingsbridge Road, Newbury for Mr & Mrs S Drinkwater	Single Storey rear extension and loft conversion with rear parking
2	Clay Hill	19/01538/HOUSE	9 Pike Street, Newbury for Mr T Coyer	Single storey front extension
3	Clay Hill	19/01778/FUL	Newbury Business Park, London Road, Newbury for Mr J Patterson	New pedestrian access onto London Road and associated landscaping
4	Clay Hill	19/01770/COMIND	Newbury Business Park, London Road, Newbury for Mr J Patterson	Proposed new access from London Road
5	Clay Hill	19/01793/HOUSE	54 Sycamore Rise, Newbury for Mr & Mrs Sanchez	Proposed single storey rear extension, garage conversion, front extension with porch and enlargement of front dormer
6	Clay Hill	19/01850/FULD	Land North of 4 and South of 8 Edgecombe Lane, Newbury for Mr & Mrs Marshall & Derek Howe	Demolition of outbuilding and construction of 2 no. semi-detached dwellings with Highways improvements
7	Clay Hill	19/01372/FULMAJ	West Berkshire Community Hospital, Rookes Way, Thatcham for West Berkshire Community Hospital League of Friends	A storage container with paved entrance are to be sited on the grass verge adjacent to the car park. The container will sit on concrete blocks

8	East Fields	19/01593/FUL	Unit 1, Newbury Retail Park, Pinchington Lane, Newbury for F and C Commercial Property Holding Ltd	Replacement signage tower to rear of unit following the demolition of existing
9	Speenhamland	19/01818/FULD	8 Chaucer Crescent, Newbury for Paul Kear	Partial demolition of existing bungalow, construction of extension to form two semi-detached bungalows, with flat roof dormers and rear elevations
10	Wash Common	19/01730/FULD	67 Andover Road, Newbury for John & Jane Kane	New dwelling on land at No. 67 Andover Road
11	Wash Common	19/01732/LBC2	67 Andover Road, Newbury for John & Jane Kane	New dwelling on land at No. 67 Andover Road
12	Wash Common	19/01748/HOUSE	10 Spencer Road, Newbury for Mr & Mrs Longhurst	Single storey rear extension. Demolition of existing porch to enable larger porch
13	Wash Common	19/01773/HOUSE	28 Harvest Green, Newbury for Mr & Mrs Soulby	Proposed two storey rear extension and demolition of existing conservatory.
14	Wash Common	19/01662/HOUSE	4 Bruan Road, Newbury for Mr & Mrs Kowalski	Single storey extension, garage conversion, increasing head room in existing loft conversion
15	Wash Common	19/01645/HOUSE	19 Battery End, Newbury for Jack & Danielle Stacey	Section 73A: Variation of Condition 2 – Approved Plans, of permission 19/00019/HOUSE (single Storey extension with basement)
16	Wash Common	19/01728/HOUSE	1 Fifth Road, Newbury for Karen Hughes	Ground floor side and front extension. Garage conversion for ancillary accommodation and all associated works
17	Wash Common	19/01784/HOUSE	21 Wendan Road, Newbury for Mr R Stather	Rear Extension
18	West Fields	19/01805/HOUSE	21 Rectory Close, Newbury for Mr & Mrs Shadrack	Ground floor and first floor rear extension and associated works
19	West Fields	19/1838/FULD	1B Cromwell Place, Newbury for Mrs C Guthrie	Change of use of office/storage to C3 dwelling
20	West Fields	19/01839/HOUSE	18 Fifth Road, Newbury for Mr & Mrs P Tillen	Single Storey rear extension

21	West Fields	19/01881/HOUSE	89 Enborne Road, Newbury for Mr & Mrs Genko	Removal of glazed door and window moved to north elevation. Insertion of obscure glazed window and timber door to west elevation
22	West Fields	19/01694/FULD	108 Bartholomew Street, Newbury for Rissance Limited	Section 73: Removal of Condition 6 (Louvres) and Variation of Condition 9 (plans) of previously approved 18/01620/FLUD – Development of 8 apartments
23	West Fields	19/01883/FULD	1 Kennet Road, Newbury for Mr & Mrs Simmons	Partial demolition and refurbishment of 1 Kennet Road and the delivery of 3nr new dwellings with associated parking and gardens
24	Adjacent Parish (Speenhamland)	19/01779/HOUSE	Portass, Speen Lane, Newbury for Mr & Mrs Maughan	Demolition of conservatory and construction of two storey extension

**Planning and Highways Committee Meeting
Monday 5th August 2019**

**Schedule of planning decisions & recommendations made by West Berkshire Council
(WBC)**

Application No.	Location And Application	Proposal	NTC Observations
<u>19/01153/FUL</u>	31 Bone Lane, Newbury for Mr J Kane	Erection of two detached B1 (c) / B8 Commercial units with ancillary B1 (A) accommodation.	No objection
WBC Final Decision – Refused			

Application No.	Location And Application	Proposal	NTC Observations
<u>19/00244/FULD</u>	90 Turnpike Road, Newbury for RSS Property Investments	Erection of a new dwelling.	No objection/comment: On condition that: 1) 5 on-site car parking positions are provided for the two houses as required by the Highways Officer. 2) The cycle storage for No. 90, removed by this proposal, is restored
WBC Final Decision – Refused			

Application No.	Location And Application	Proposal	NTC Observations
<u>19/01270/FULD</u>	Redbrick House, 5 Oxford Road, Newbury for Nicholas Wallwork	Extension of the existing second floor and construction of a new third floor on existing building to provide five extended and two new residential units, construction of refuse storage, provision of car and cycle parking and associated landscaping.	No objection.
WBC Final Decision – Refused			

Planning and Highways Committee Meeting
5th August 2019
Schedule of Licensing Applications

Licence	Applicant(S)	Premises
Licensing Act 2003 (Premises Licences & Club Premises Certificates) Regulations 2005 Premises Licence – New Ref: 19/00978/LQN	Applicant: Julia Polish Food Ltd Location: 59 Bartholomew Street, Newbury	Proposal: Supply of Alcohol for consumption off premises, Monday to Saturday from 08:00 to 20:00 and Sunday from 10:00 to 17:00

Economic Development Strategy

2019- 2036

DRAFT



West Berkshire
C O U N C I L



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Foreword



Nick Carter
Chief Executive



Hilary Cole
**Executive Member for
Economic Development**

West Berkshire's local economy is strong, resilient and diverse. Part of the Thames Valley Turbo Economy, the strongest regional economy outside of London, the district has an incredible amount to offer businesses and residents with excellent digital connectivity, key strategic transport links, world class training opportunities and representation from a wide range of industries.

The Centre for Cities report 'Talk of the Town' singles out Newbury, West Berkshire's biggest town, as a rare example of a town with a strong and self-sufficient economy which does not rely on links to a neighbouring larger town. We want to make sure West Berkshire's businesses have the opportunity to build on this. Factors such as emerging technology, including 5G connectivity, electric and autonomous vehicles and the Internet of Things will play a huge part in this and we plan to facilitate delivery of the infrastructure to support this. Similarly, through our work on the education and training agenda we will be giving the next generation the skills they need to thrive whilst ensuring they have a great environment in which to live. It will be this that will drive West Berkshire to bigger and better things in the coming years.

The Health and Wellbeing Board's West Berkshire 2036 Vision document articulates many challenges that are likely to be faced in the future if we are to maintain our position as an economically strong area. Key amongst these challenges is the projected demographic shift in the district which suggests that there will only be two working age people for every retired person instead of four as there are now. This statistic is startling and is one that is likely to shape much of what we do in the coming years. This strategy details how West Berkshire Council and its partners will continue to meet these challenges.

This strategy is not intended to be prescriptive. Quite the opposite. Instead, we are committed to enabling our innovators and to ensuring that West Berkshire is and continues to be a great place to live, work and learn as well as the best place to do business.

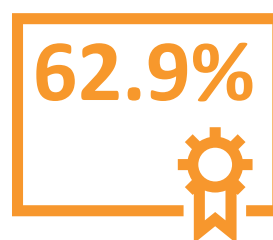
Our newly formed Economic Development Board will oversee this strategy, implementing an action plan that will allow us to fulfil the ambitions it sets out.

We are open for business.

West Berkshire in numbers



Population of
157,900²



qualified to
NVQ3 and
above³



Working age Population⁴

97,600

85.3%

of the 16-64
population

economically active⁵



Almost
9,000
businesses

74% Area of
Outstanding
Natural Beauty



Unemployment
2.7% (full employment)⁶



Average pay
£32,884
Per annum¹⁰

5,700



properties
registered for
business use.
More than
ever before⁸

Healthy life
expectancy⁷



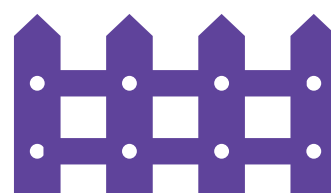
for women for men
70.1 66.4

House prices
v income ratio¹¹

10.65



In **bottom half**
of authorities for
barriers to services⁹



SWOT Analysis

What are our strengths?

- Home to almost 9000 businesses
 - Relatively self-sufficient economy with roughly equal flows of in and out commuting in relation to those who both live and work in the district.
 - AONB- SW vs SE lifestyle/economy
 - Excellent digital connectivity
 - Locational advantages
 - Strong digital tech sector
 - Well qualified workforce
 - Diverse economy across a number of sectors
 - Attractive location to start up
-

What are our weaknesses?

- Lack of tangible brand
- Housing affordability
- Ageing population
- Social mobility gap as per Social Mobility Commission report
- Skills gap as per TVBLEP priority skills statement
- Those from disadvantaged backgrounds are less likely to be in work
- The Learning and Work Institute's Youth Opportunity Index, published in late 2018, singles out West Berkshire as having a particular issue with underemployment.
- High job density leading to recruitment challenges

Opportunities

- World class apprenticeships (for example, AWE) and the opportunity to expand this.
 - Improvements to the A34 present an opportunity for greater north south connectivity.
 - Grazeley/Sandleford/ developments at strategically important locations
 - Sharing our data, which would make the area more attractive for new and existing businesses.
-

Threats

- Declining working age population
 - National political uncertainty
 - Reliance on major employers
 - Recruitment challenges in some sectors
-

Notable achievements to date

- Emotional Health Academy
- Greenham LDO
- Small Business Saturday
- Market St Development started
- The West Berkshire Education Business Partnership and the TVBLEP already working closely with some of our businesses to deliver innovative vocation-focussed experiences for our young people. These give them the chance to understand more closely what a given career path entails and what it is likely to offer.
- We are proud of the progress we have made to date and the fact that Think Broadband has singled West Berkshire out as having the best rural broadband in the UK. The district is living proof that it is possible for residents and businesses to have the benefit of both excellent broadband speeds and beautiful countryside.
- Recognised by Tech Nation as the 'Top Tech' Town
- Secured funding for LEP projects (MS, Train Station, College Solutions Lab etc)
- Electrification

A new Economic Development Strategy for West Berkshire

In the West Berkshire 2036 Vision we committed to creating:

- A West Berkshire where **everybody has what they need to fulfil their potential**
- A West Berkshire **with a housing mix with something for everyone**
- A West Berkshire **that welcomes business, enterprise and industry into a productive, growing and dynamic local economy**
- A West Berkshire **where the health and wellbeing of residents of all ages and backgrounds is good**
- A West Berkshire **with both beautiful and diverse natural landscapes and a strong cultural offering**

This strategy supports the aims of the Vision. In doing so, it takes into account the diversity of West Berkshire, both geographically and economically, and focuses closely on how all areas, people and industries can seek to benefit from what it contains.

The Government's Industrial Strategy was published in 2018 and set out what the UK should do to boost productivity by backing businesses to create good jobs and increase the earning power of people throughout the UK with investment in skills, industries and infrastructure. Supplementary to this will be the Berkshire Local Industrial Strategy (BLIS), which identifies how this aim can be implemented across the Thames Valley Berkshire LEP area. In line with the stated aims of the BLIS, we have chosen to focus on four major areas to facilitate this at district level:

People - Good jobs and greater earning power for all in West Berkshire

This chapter will focus on how we can contribute to ensuring that West Berkshire's people are skilled and have what they need to fulfil their potential.

Places - Creating prosperous communities across West Berkshire

This chapter will focus on how we can create or maintain great places to live and in which to do business

Infrastructure - Future-proofing West Berkshire's infrastructure

This chapter will focus on ensuring that the infrastructure we have is fit for the future.

Business Environment - Making West Berkshire the best place to start and grow a business

This chapter will focus on what West Berkshire Council will do to attract and retain businesses, by supporting them at every stage

In doing so, we must work closely with our Berkshire partners including the Thames Valley Berkshire Local Enterprise Partnership, the Chamber of Commerce and the other Berkshire Local Authorities, among others, to deliver mutually beneficial results.

A key theme throughout this strategy is West Berkshire is 'open for business'. This is a statement of intent and shows that as a council, we will enable businesses in the area to flourish using well-considered strategic policy decisions and through effective engagement. Overall, the strategy aims to ensure that our well-connected, beautiful district has what it needs to succeed and that its people are given the best possible opportunities.

Furthermore, it is recognised that, the coming years are likely to be unpredictable as the consequences of expected political changes manifest themselves. Regardless of what these are, however, we will work to preserve what is good about our district as well as make improvements to enhance this even further.

People

Good jobs and greater earning power for all in West Berkshire

In the West Berkshire 2036 Vision we committed to a number of aspirations that would see better educated, more productive communities. These included assisting our young people to develop their digital skills, prioritising STEAM (Science, Technology, Engineering, Arts and Mathematics) subjects, addressing the district's social mobility gap and considering how we can help those in certain groups to enter, or re-enter, the workplace. This strategy, looks at how West Berkshire Council can tailor its economic development activities to contribute to these aspirations.

In the Vision we learned that the district's demographic profile is shifting, with the number of workers per retired person set to halve by 2036. We must address this if we are to thrive as a district.

Key to this will be our efforts to attract and retain our young people. For too long we have allowed them to reach university age and leave the district as they do not see West Berkshire as a vibrant and, importantly, affordable place for them to begin and progress their career or start a family.

The Places chapter, looks at how we can deliver the requisite affordable housing and leisure offer to make this a reality. Here, however, we will outline how we can help to deliver the *'West Berkshire where everybody has what they need to fulfil their potential'* that we have subscribed to through the 2036 Vision.

We will:

Encourage the uptake of apprenticeships

A university education opens up new opportunities and increases earning power. What it isn't, however, is a one size fits all approach to social mobility and this is why we commit to promoting a wider range of education and training opportunities, including T Levels and apprenticeships, so that more people are able to access them.

From 2019, employers paying the Apprenticeship Levy will be able to transfer up to 25% of their levy payments to another employer, which will allow a wider range of businesses to employ an apprentice. Such a transfer has been done successfully on a small scale, with a local housing association using their levy to provide teaching assistants for one of West Berkshire's academies.

To accelerate this good practice, we will partner with major local employers to create a Community Apprenticeship Levy Fund. This Fund will welcome bids from local organisations who either are too small to pay the levy or who are paying their levy and have been successful in allocating all of their funds to apprenticeships. This will ensure that more Apprenticeship Levy funds raised locally are spent locally, giving more people in West Berkshire better prospects.



Attract a university presence to West Berkshire

At the Newbury 2026 Vision Conference in October 2018 Newbury College announced that it was in advanced discussions with a local university and a training provider to explore how this could be developed. Bids for TVLEP funding have also been made, with the support of West Berkshire Council.

In order to facilitate this, the council will engage local businesses and the LEP in the project and offer the college expert advice as they deliver a facility that meets the needs of the district.

Empower everyone to enter the workplace

In the West Berkshire 2036 Vision we ascribed to the aspiration that older workers, those from disadvantaged backgrounds and those with mental health issues or learning difficulties would be given the opportunity to participate in the workplace

For this reason, we commit to working with our partners to deliver targeted interventions, such as the LEP's Stronger Together Partnership, which is addressing barriers to work through a £1.3m investment, and our own initiatives, such as the pioneering Emotional Health Academy and our commitment to offer council tax discounts to our care leavers.

We will also conduct a review into nursery provision across the district to ensure that the need for childcare is not a barrier to parents wishing to return to work and will, through the West Berkshire 2036 Vision outcomes framework, take action to reduce the occurrence of preventable diseases and conditions which make accessing the workplace difficult.

Tackle underemployment

In West Berkshire we have full employment, which is one of the many benefits of a strong local economy. However, the Learning and Work Institute's Youth Opportunity Index, published in late 2018, singles out West Berkshire as having a particular issue with underemployment, which may involve someone working for fewer hours than they would like or carrying out work that doesn't make best use of their skills. Whilst there are no mechanisms for measuring whether those deemed to be underemployed see this as an issue, the fact remains that some people wish to find work for more hours or in employment they find more fulfilling employment.

Through tailored careers advice and a more comprehensive range of training opportunities, we will help those facing this challenge to move on in their careers.

Help partners to become training providers to meet our skills needs

Through our work with local nurseries and schools, we have identified that there is a need for upskilling in the education sector and for providing a broader range of specialists in West Berkshire who are equipped to deliver the training that will address this. Where suitable partners arise, we will develop specialised training consortia to close our skills and provision gaps.

Help to grow digital skills

In the West Berkshire 2036 Vision, we committed to ensuring that our young people are given the skills they need to progress, including coding and computer programming. Not only will this be invaluable for them, but it will also mean our employers will have a wider pool of local digital talent from which to draw.

Some of this teaching is already taking place in our schools and in our libraries, through coding clubs. We will grow this further, fostering a new generation of digital skills.



Work with partners to improve Careers Advice

In engaging directly with industry to provide careers advice, including through the West Berkshire Education Business Partnership and our work with the TVBLEP, we will enhance the range of careers advice available across all of our schools and will showcase the excellent range of employment opportunities available in West Berkshire, thereby encouraging our young people to consider developing their career within the district.

Put employment and skills at the heart of all we do

As a local authority, we are well placed to extend the benefits of development and growth to everyone in the community. For this reason, we will weave Employment and Skills Plans in to every major development, ensuring as much as we can that local people are involved in every stage of the project, from build to completion and beyond.

Link rural and urban areas

In the West Berkshire 2036 Vision we reflected on the fact that in some areas, particularly in rural parts of the district, access to services is challenging.

We commit to address this through better use of technology, including through the Internet of Things as part of the Smart Cities project, so that where our people live does not affect their chances of securing employment and opportunities.

By realising these ambitions, we will have contributed to the creation of a skilled West Berkshire where communities work and grow together as outlined in the West Berkshire 2036 Vision

“We committed to a number of aspirations that would see better educated, more productive communities”

A young child with light brown hair is swimming in a bright blue pool. They are wearing a pink and blue swimsuit with a cartoon fish on it and colorful arm floaties. The child is looking towards the camera with a slight smile. In the background, other people are partially visible in the water.

Places

Prosperous communities

In the West Berkshire 2036 Vision, we committed to making West Berkshire a place where everybody has the opportunity to thrive and fulfil their potential in a high quality and safe environment.

Fulfilling this aspiration will require work to ensure that more housing of the right types, locations and tenures is available to residents that local needs. This must be balanced with our commitment to maintaining well-planned, well-connected communities with thriving urban areas and protected rural ones. We will need to ensure that the leisure,

education and community facilities complement this housing so that we create an even greater place to live, work, relax and do business.

From busy town centres, to the gallops in Lambourn, to world class digital tech facilities, West Berkshire's businesses operate in a diverse range of locations. This chapter explores how through carefully considered planning, we can help to create or maintain prosperous communities across the district for years to come.

We will:

Enhance our leisure offering

The perceived weakness of our leisure offering has been anecdotally expressed as a barrier to younger demographics choosing West Berkshire as a place to live, work and learn.

To reflect the importance of this in retaining young people, contributing to positive wellbeing and making West Berkshire a great place to live, we will form a forum through which arts, culture and leisure organisations can contribute to community-led evidence-based new culture leisure strategies.

We will also consider plans to revitalise provision at Northcroft Leisure Centre, providing facilities that the community enjoys using.

Assist our communities in the creation of Neighbourhood Development Plans

We will work with our parishes on their Neighbourhood Development Plans so that locations for development can be identified and community-led economic growth promoted widely.

Consider the unique needs of our town centres

Newbury will continue to be the main focus for development in the District up to 2026 with the re-development of Market Street and the regeneration of London Road, which will increase the vibrancy of the town. We will work in collaboration with the Newbury Business Improvement District, the LEP and Newbury Town Council to deliver sustainable, attractive projects of which the district can be proud.

Here, we will also take an active role in the emerging Newbury West Berkshire CIC and, host Vision Conferences in Newbury to showcase the progress of major developments in the town promoting the area's investment needs and addressing concerns about the loss of retail space in the town.

We will also focus on regeneration in **Thatcham** and will seek investment for this purpose. This will ensure that infrastructure and town centre facilities can be upgraded to meet the demands of residents and local businesses.

In **Hungerford**, we will work with stakeholders including Network Rail and Great Western Railway to consider how the town's aspirations can be realised for the area surrounding the station. We will also work with the Chamber of Commerce to highlight the town's unique offer as a thriving retail centre with a variety of exciting independent retailers.

We will also commit to raising awareness of the importance of supporting local town centres and independent businesses through direct support, communications and campaigning activities in each of our towns.

This work is not something that we can do alone and so we will continue to work closely with relevant local groups including town and parish councils, the Business Improvement District and the Chambers of Commerce to deliver this. We will drive these ambitions, working with stakeholders such as West Berkshire Chamber of Commerce, Newbury BID and others.



“We committed to making West Berkshire a place where everybody has the opportunity to thrive and fulfil their potential in a high quality and safe environment”

Promote the North Wessex Downs Area of Outstanding Natural Beauty's status as a living landscape

The North Wessex Downs AONB is a nationally protected landscape and is perhaps West Berkshire's biggest environmental asset. Covering 74% of the District, from Hungerford and Lambourn in the west to Pangbourne in the east together with Bradfield Southend, Chieveley, Compton, Great Shefford, Hermitage and Kintbury.

Our approach to development will continue to reflect our desire to protect this asset whilst balancing the need to ensure the vitality of our rural communities and economy through well-planned infrastructure.

We recognise that the current financial climate can be challenging, particularly for our rural businesses, which is why we intend to assist them to diversify where necessary to increase their income potential. Many of our businesses and local estates have already managed to do this with great success and we will work with the Thames Valley Berkshire LEP to help others follow suit.

One of the strongest rural industries in West Berkshire is the **horseracing industry**. We are home to a world class racecourse in Newbury and the 'Valley of the Racehorse' (Lambourn) which is worth over £22m each year to our economy and employs over 700 people.

We will improve links with the industry, carefully considering how we can help to deliver a setting that allows it to develop at pace as an integral part of the rural landscape.



Support strategic employment sites across the district

The Eastern Area of West Berkshire has particularly strong economic links to Reading and may, at **Grazeley**, be where there will be significant new housing and infrastructure development. We will work in partnership with our neighbouring authorities and others to deliver a sustainable site with a strong sense of community as well as great employment opportunities for its residents.

Theale, located at Junction 12 of the M4, is of particular economic importance as it is the location of Arlington Business Park, which houses the international headquarters of a number of firms as well as some creative, and rapidly growing, small and medium sized businesses SMEs. We will support Theale as a prime location for businesses through our planning processes and will work with partners to enhance the offering there to attract other businesses to locate there.

The **Atomic Weapons Establishment (AWE)** has two bases in this area, at Aldermaston and Burghfield. AWE is an important provider of local jobs but its location has implications for the future level of development in this area. We will consider how we can support sustainable growth on these sites, ensuring that AWE's status as a world leader in innovation and employment opportunities is allowed to grow.

Through our work with partners, our parishes and our businesses, we hope to assist with the delivery of the well-planned, well-housed and cohesive communities we committed to in the West Berkshire 2036 Vision.

Infrastructure

Future Proofing our infrastructure

The delivery of strategic infrastructure, of a scale that would enhance West Berkshire's connectivity, is intrinsically linked to key if we are to deliver the aspirations laid out in the West Berkshire 2036 Vision and, consequently, this strategy.

The identification, funding and provision of this physical, social and environmental infrastructure will ensure that West Berkshire will thrive economically. It is the reliability of local transport networks, the security and cost of energy, the affordability of housing, the resilience of local utility services and digital connectivity that will be critical to local people and businesses in the years to come.

As set out in the Places chapter, this strategy is interwoven with the Local Plan Review to 2036 which will focus development based upon the Plan's spatial strategy. Physical infrastructure will need to adapt to and complement future development proposals, which will be achieved through the development of an Infrastructure Delivery Plan which we will implement in collaboration with our partners.

At the time of writing, the following strategic infrastructure requirements have been identified by West Berkshire Council as a result of potential increased development in the district to 2036

	West Berkshire wide	Newbury	Thatcham	North Wessex Downs AONB	Eastern Area
Housing	Meeting the housing need identified in the emerging local plan				
Education	SEN and Pupil Referral Unit needs to be monitored	Secondary school provision is being monitored	New primary school provision		Secondary provision may be required on site, if Grazeley site comes forward
Highways and Transport	Facilitating electric car technology/low emissions and intelligent transport systems	Potential bypass for A339 Fifth access to Sandford and upgrading of A343 Upgrading Pinchington Lane Need to consider options for a Link road to avoid the Robin Hood Roundabout	Upgrade of Crookham Hill 7 crossing Tull Way/Flora way link Link over railway line & upgrade of route to A339		Need to consider transport and highways infrastructure requirements if Grazeley site comes forward
Libraries & Community Facilities	Digital infrastructure requirements Museum collections	‘Pop up’ library services Visual arts space/digital arts offer			Potential new library services needed if Grazeley site comes forward
Leisure	Future requirements to be set out in emerging leisure strategy		New community leisure hub		Provision for new swimming pool if Grazeley site comes forward
Further /Higher Education		Potential being explored for new higher education provision at Newbury College			

These infrastructure requirements and those provided by other statutory service providers, external to the Council will be continuously reviewed alongside the progress of the Local Plan.

We will:

Future-proof our digital connectivity

Throughout this strategy, reference is made to the importance of the digital technology industry in West Berkshire, now and in the future. Central to this is the need to ensure that even better digital infrastructure is in place to further enhance the district's already excellent offer.

We will bid to become a rural 5G testbed by the end of 2019 and will continue to submit bids to pilot emerging technologies.

Investing still more in ensuring that rurality is not a barrier to business success and access to digital services.

Through the emerging Local Plan, we will include plans to require the installation of gigabit capability in all new builds in urban areas and all developments of over 10 homes across the district.

We will also continue to take a lead on the Superfast Berkshire project, delivering high quality digital infrastructure to all residents.

Go into partnership with our neighbouring authorities and other partners to ensure the housing needs of local people at different stages of life will be met across the district

The shortage of genuinely affordable housing is a particular problem, especially in rural areas, which has implications for workforce availability and the economic sustainability of our district. The affordability and accessibility of housing is also absolutely key if we are to attract and retain young people in West Berkshire whilst meeting the needs of an ageing population.

As well as neighbouring authorities in the west of Berkshire, we will work with Thames Valley Berkshire LEP, Homes England and Sovereign, as well as developers to develop more affordable, sustainable homes to buy or rent. This will expand on the recent success of our joint venture with Sovereign Housing.

We will also consider how we can provide affordable housing to those who work in the care industry so that they can afford to live as well as work in the district and will also work hard to try to attract a provider of rented accommodation specifically for single young professionals to West Berkshire.

Make 'green' choices and make it easier for our businesses to do the same

Evidence compiled as a part of the West Berkshire 2036 suggests that integrity of water supply is likely to be a major issue for some of our businesses with the South East projected to be highly susceptible to supply-demand deficits.

We will respond to climate change mitigation targets and the district's vulnerability to flooding and rising consumption of finite resources, especially water, and seek to minimise carbon emissions by locating major developments in the most sustainable locations.

We will also do all we can to minimise the impact of our own buildings on the environment and assist residents and businesses to do the same whilst considering new ways of generating energy. We have recently invested a significant amount into solar panels across the district and will look to work on similar projects as funding allows.

Deliver the infrastructure required for electric and autonomous vehicles

Given the Government's commitment that almost all vehicles will be electric by 2050 as well as emerging technology in autonomous vehicles, we must ensure that the infrastructure is in place to support them. In doing so, we will help to reduce carbon emissions, reduce congestion and make travel smarter.

The council will seek to develop further use of Intelligent Transport Systems, including intelligent roads and bridges, to help manage transport networks and to provide better information to transport users.

Additional public charge points will be installed at safe, convenient and sustainable locations throughout the district, including in on-street residential settings, to minimise barriers to charging for those who wish to use electric vehicles.

To demonstrate our own commitment to this we will increase the percentage of our existing car club vehicles as well as others in our fleet that are electric.

It is our hope that in realising these ambitions, we will have contributed to the creation of a high tech, well-connected West Berkshire that is open for business.



Business Environment

The best place to start and grow a business

The council plays a major role in the local economy. It is one of the district's biggest employers and is a key local influence due to its regulatory functions (such as planning and licensing), its collection of business rates, operation of leisure and cultural facilities as well as its delivery of services to residents such as waste collection, road maintenance, education and social care.

How we as a council can help to create the 'West Berkshire that welcomes business, enterprise and

industry into a productive, growing and dynamic local economy' that partners subscribed to in the West Berkshire 2036 Vision is key to this strategy.

In the 2013-18 Economic Development Strategy we committed ourselves to encouraging and communicating a business friendly environment. We now look to go beyond this commitment, collaborating with partners such as the TVBLEP as we do so.

We will:

Promote West Berkshire as an incubator district by creating an environment that helps start-ups and existing small businesses to grow

We will develop plans to convert space that has gone unused in our retail centres for some time into incubator and shared working space to boost opportunities for start-ups and growing businesses who require flexible, good value spaces for their fledgling enterprises. Where appropriate, we will do this by placing Employment and Skills Plans into planning applications to facilitate the delivery of such space.

We will also deliver purpose-built incubator space at Newbury railway station as part of the multi-million pound Market Street development.



Expand our business rate relief

Business rate relief has proven effective as both an incentive for new businesses and a helping hand for existing ones. West Berkshire Council already allows businesses to take advantage of a variety of business rate relief schemes with good results. As part of our ongoing drive to support more and more businesses, we will regularly review our relief schemes and consider, where affordable, whether they can be expanded.

We will also, through effective communications, raise awareness of available schemes so that all who are eligible are able to access this support.

Build the West Berkshire brand by promoting West Berkshire as a place that offers the best of both worlds (i.e. protected natural environment and good access to Reading/London)

West Berkshire has many assets. What it does not have, however, is a clear brand identity that is recognisable to those who do not live in, or at least close to, the district. Arguably, this is an incredibly difficult concept to develop as the area is vast and offers excellent prospects across a diverse range of industries.

The emerging Newbury West Berkshire Community Interest Company, which is being developed by partners including the Newbury BID, the Newbury Weekly News and Greenham Trust, will give us an opportunity to address this issue together. Although the form this will take is still unknown, we are confident that the range of stakeholders involved with the project will give us the best possible chance of success.

Use our planning system to stimulate growth in target employment areas

The council's planning policies will facilitate and support a strong, diverse and sustainable economic base across the district. Through the Local Plan we will continue to ensure sufficient sites are provided in the right locations to foster sustainable economic growth, and the district's Protected Employment Areas will continue to play a vital role in maintaining a portfolio of suitable sites to meet future demand.

In 2018, West Berkshire Council worked with Greenham Trust and consultants, Pro Vision, to produce a successful Local Development Order for Greenham Business Park. This LDO offers those wishing to relocate to the park the opportunity to create bespoke premises in which to grow their business through a simplified planning process. We will continue to promote this LDO and look to implement other similar initiatives to boost our economy, where appropriate.

“we committed ourselves to encouraging and communicating a business friendly environment”

Support businesses to start and to grow

As a council, we are members of the Thames Valley Berkshire Local Enterprise Partnership who provide specialised business advice services through the Berkshire Growth Hub, including courses for start-ups, accelerator programmes for high growth businesses, information sessions on marketing and advice about access to finance. By referring our businesses to the programme, we will help them to develop the skills they need to grow.

Capture and share data more vigorously in order to make West Berkshire a leader in big data

Data is, arguably, the newest form of infrastructure. The availability of this data increasingly has an impact on how businesses and those in the public sector deliver their services. As part of the Reading Smart City Cluster, funded by TVBLEP, West Berkshire has the opportunity to use the data it already collects to transform what we do so that our business environment is as well-planned as possible.

For this reason, we will develop data policies that will lead to benefits for local businesses and organisations across West Berkshire, from more efficient transport systems to real-time information on our services, and beyond.

We will also explore ways of sharing and anonymising our data to enable local innovators to work alongside the council to support the community.

Ensure the council operates in a business friendly way

In the Vision, we showed a strong commitment to economic development and recognised its importance to the future of the district's vibrancy. As such, being customer-focussed and 'open for business' is a key strategic commitment. This is why we will ensure that our own processes do not place an unnecessary burden on those who choose West Berkshire as the location in which to run their business.

West Berkshire Council has decided to reflect this prioritisation by applying new resource resource in its economic development function. Furthermore, it is restructuring teams within its Planning and Development service to consider economic development consequences more closely in its decision making.

Consider how our own procurement processes can boost local SMEs

As a local authority, we procure a great deal of goods and services as well as works as part of major spending through our Capital Programme. We will support our local SMEs, and voluntary and community sector organisations by providing guidance about how they may form consortia bids with their peers to deliver value. and Furthermore, we will hold local events pre- tender to provide them with opportunities to understand future requirements.

We will also encourage SMEs and voluntary community sector organisations to bid for contracted work at a scale that is appropriate to their capacity and capability and hold periodic supplier forums for specific areas of purchasing such as adult social care to ensure that there is good understanding in the market about current requirements and developments in the sector to aid contract delivery.

Engage with businesses

We know we aspire to be business-friendly and that we are ready to help but this is irrelevant if the business community doesn't know it too.

Moving forward, we as a council will seek to improve our use of social media across a wider range of platforms so that we are able to engage with businesses in a more dynamic way and will also look to facilitate a programme of networking events for our businesses.

Of course, an important part of this is getting out and about in the community, meeting businesses and gathering their views. We will do this more often, including during our annual budget setting when we will host an engagement event for our businesses. It is therefore our intention to continue developing these activities, ensuring that our engagement is innovative and tailored to the individual needs of those we meet.

It is our hope that in delivering these ambitions, we will have created the best possible environment in which our businesses are able to thrive.

Conclusion

West Berkshire is ambitious and must be well-prepared for the future. As a council we will champion, along with our partners, the need for sustainable economic development in all we do, we will embrace technological change and we will support strategic investment choices, thereby future-proofing the district for generations to come.

We will continue to collaborate with our partners over time to monitor these changes against our key performance indicators and targets to pave the way for a West Berkshire that continues to thrive. This will include reflecting new challenges and new aspirations for our future in both the West Berkshire 2036 Vision and this Economic Development Strategy. We are committed to cementing the district's status as a fantastic place to live, work and learn for generations to come.

In the coming years, a range of factors, both within our control and otherwise, will influence the future course of West Berkshire. Demographics will change, the implications of national political change will be manifested and trends will come and go. In realising the ambitions in this strategy, we will have ensured that we are as well-positioned as possible to remain on a course that benefits all of our residents and businesses.

We are ambitious for the future.

We are ambitious for West Berkshire.

We are open for business.

References

References for infographics on page 4.

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²<https://www.ons.gov.uk/peoplepopulationandcommunity/populationandmigration/populationprojections/bulletins/subnationalpopulationprojectionsforengland/2014basedprojections>

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¹¹<https://www.ons.gov.uk/peoplepopulationandcommunity/housing/datasets/ratioofhousepricetoworkplacebasedearningslowerquartileandmedian>



www.westberks.gov.uk

WBC/SS/GM/0319

Newbury Town Council

Public Report to Planning and Highways Committee 5 August 2019

Agenda Item No 13: Signing and sealing of the lease for Suite 7 between Newbury Town Council and West Berkshire Council

Background

The three year lease with West Berkshire District Council for Suite 7 ends at the end of August 2019. WBDC wishes to renew for just one more year.

Objective

To authorise the signing and sealing of a new one-year lease between West Berkshire Council and Newbury Town Council as continuing tenants of Suite 7 in the Town Hall

Options

- 1 We don't renew and advertise for a new tenant
- 2 We renew the lease for one year

Financial and Legal implications

If we look for another tenant now we will have a void period and loose rent. The new lease is on the same terms as the existing one, ie £4,000 plus VAT.

Equality and Diversity impacts

There are none.

Recommendation

We should renew the lease for one year, and advertise for a new tenant several months before the end of the new lease.

Signed: Gillian Durrant
Finance and Corporate Services Manager

30 July 2019

DATED

2019

NEWBURY TOWN COUNCIL

- to –

West Berkshire District Council

LEASE

relating to

**Suite 7
The Town Hall
Market Place
Newbury
Berkshire**

THIS LEASE is made the

day of

2019

BETWEEN:

- (1) **NEWBURY TOWN COUNCIL** of the Town Hall Market Place Newbury Berkshire ("Landlord")

and

- (2) **WEST BERKSHIRE DISTRICT COUNCIL** of Council Offices market Street, Newbury, Berkshire RG14 5LD ("Tenant")

1 Definitions and interpretation

In this Lease:

- 1.1 "Building" means the building edged blue on the Plan numbered 1 known as The Town Hall Newbury Berkshire RG14 5AA
- 1.2 "Property" means Suite 7 of the Building described in clause 1.1 and shown for the purpose of identification only edged red on the Plan numbered 2
- 1.3 "Term" means the period of 1 year commencing on the 1st day of September 2019 and terminating on the 31st day of August 2020
- 1.4 "Rent" means £4,000 per year, inclusive of service charges not otherwise defined, fixed for the term
- 1.5 "Rent Commencement Date" is the 1st September 2019
- 1.6 "Adjoining Premises" means any nearby property in which the Landlord has or acquires during the Term a freehold or leasehold interest
- 1.7 "Common Parts" means all those parts of the Building that are provided by the Landlord from time to time for common use and enjoyment by the tenants and occupiers of the Building and all persons expressly or by implication authorised by them including for example entrances entrance halls corridors lobbies staircases lifts escalators landings toilets refuse facilities and fire escapes and the pedestrian ways serving the Building
- 1.8 "Competent Authority" includes a government department any local regulatory public or other authority the fire officer or a court of competent jurisdiction
- 1.9 "Conducting Media" includes all drains channels sewers flues conduits pipes wires cables watercourses gutters culverts soakaways and other similar transmission media and installations and all fixings louvres cowls covers and other ancillary apparatus and references to Conducting Media being "in" or "on" include Conducting Media in on under over or through
- 1.10 "Landlord" includes the person from time to time entitled to possession of the Property when this Lease comes to an end
- 1.11 "Lettable Areas" means the accommodation in the Building from time to time let or intended for letting by the Landlord

- 1.12 "this Lease" includes (except where the contrary is indicated) any document supplemental or collateral to this document or entered into in accordance with its terms
- 1.13 "Losses" includes all liabilities incurred by the Landlord all damage and loss suffered by it and all damages awarded against it all claims demands actions and proceedings made or brought against it and all costs disbursements and expenses incurred by it
- 1.14 "1954 Act" means Part II of the Landlord and Tenant Act 1954
- 1.15 "1995 Act" means the Landlord & Tenant (Covenants) Act 1995
- 1.16 "Other Buildings" means any building or other structure now erected on the Adjoining Premises or erected on the Adjoining Premises during the Term
- 1.17 "Outgoings" includes rates taxes assessments impositions duties levies charges and other outgoings of any type but excluding any tax imposed on the Landlord in respect of the receipt of Rent or other payment made by the Tenant under this Lease or on any disposition or dealing with or the ownership of the reversion of this Lease
- 1.18 "Plan" means the plan or plans annexed to this Lease
- 1.19 "Planning Acts" means Town and Country Planning Act 1990 Planning (Listed Buildings and Conservation Areas) Act 1990 Planning (Consequential Provisions) Act 1990 Planning (Hazardous Substances) Act 1990 and Planning and Compensation Act 1991 and clause 1.30.1 applies and any subsequent Planning Legislation
- 1.20 "Plant" means all apparatus machinery and equipment within the Building from time to time including (for example) lifts lift shafts standby generators boilers items relating to mechanical ventilation heating and cooling and closed circuit television systems but not anything the maintenance of which is the direct responsibility of any tenant within the Building
- 1.21 "Subjections" means all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises
- 1.22 "Utilities" means electricity gas water sewage television telecommunications and data
- 1.23 "VAT" means value added tax and any tax of a similar nature substituted for it or in addition to it
- 1.24 References:
- 1.24.1 to a particular statute or part of it ("statutory reference") include (except where the contrary is indicated) any relevant derivative legislation and refer to that statutory reference as it may have been extended modified amended or re-enacted by the date upon which its construction is relevant for the purposes of this Lease and not as originally enacted or as at the date of this Lease
- 1.24.2 generally to "statute" or "statutes" include derivative legislation and any Regulation or other legislation of the European Community that is directly applicable in the United Kingdom and include existing statutes and those that come into effect during the Term
- 1.24.3 to "parties" or "party" mean the Landlord and the Tenant or either of them

- 1.24.4 to "the expiry of the Term" or to "the last year of the Term" are (subject to clause 16.7) to the end of the Term and the last year of the Term however the Term comes to an end whether by effluxion of time or in any other way including (for example) determination by forfeiture
- 1.25 any consent of the Landlord must be in writing and signed by or on its behalf if it is to be effective under this Lease
- 1.26 where the consent of the Landlord is required it may be given subject to any necessary further consent being obtained from a superior landlord and nothing in this Lease implies that this further consent may not be unreasonably withheld
- 1.27 whenever the Landlord or the Tenant consists of more than one person any obligation of or to that party is of or to those persons separately all together or in any combination
- 1.28 whenever this Lease provides for questions to be referred to or determinations to be made by the Landlord's surveyor the provisions of clause 16.9 apply
- 1.29 words importing one gender include all genders
- 1.30 any covenant by the Tenant not to do any act or thing includes an obligation not to allow that act or thing to be done
- 1.31 the headings are for locating references in the text and are not to be taken into account in interpretation

2 Letting

- 2.1 The Landlord lets to the Tenant for the Term subject to the Subsections the Property including:
- 2.1.1 the paint paper and other decorative finishes applied to the interior of the external walls and columns of the Building but not any other part of the external walls and columns
- 2.1.2 the floor finishes but nothing below them
- 2.1.3 the ceiling finishes but nothing above the ceiling finishes
- 2.1.4 any non-load-bearing internal walls wholly within the Property
- 2.1.5 the inner half of the internal non-load-bearing walls dividing the Property from other parts of the Building
- 2.1.6 the doors and windows and the door and window frames
- 2.1.7 all additions and improvements
- 2.1.8 all fittings installed by the Landlord
- 2.1.9 all fixtures (whether or not fixed to the Property at the commencement of the Term) except any installed by the Tenant that can be removed without defacing the Property
- 2.1.10 any Conducting Media wholly in the Property that exclusively serve the Property

3 Rights

3.1 The Landlord grants to the Tenant:

- 3.1.1 the right to use the Common Parts for all proper purposes in connection with the use and enjoyment of the Property
- 3.1.2 the right to use those toilets in the Building that are designated from time to time in writing by the Landlord
- 3.1.3 the right subject to temporary interruption for repair alteration or replacement to the transmission of Utilities to and where appropriate from the Property through the Conducting Media now in the Building that serve the Property
- 3.1.4 the right of support and protection for the Property that is now enjoyed from the Building
- 3.1.5 the right in an emergency to pass through any parts of the remainder of the Building or the Adjoining Premises that have been designated by the Landlord from time to time in accordance with any regulation or requirement of the fire officer or other Competent Authority
- 3.1.6 the right to display on a notice board provided by the Landlord in the entrance hall of the Building the Tenant's name and any other details approved by the Landlord in a form and manner approved by the Landlord such approval not to be unreasonably withheld or delayed and to be consistent with existing signage

3.2 The rights mentioned in clauses 3.1.1 3.1.2 and 3.1.5 may also be exercised by any person expressly or by implication authorised by the Tenant but only for proper purposes connected with the use or enjoyment of the Property

3.3 All the rights mentioned in clauses 3.1.1 to 3.1.5 may also be exercised by the Landlord and by any person authorised by the Landlord and by any person who is or who becomes entitled to use them

4 Exceptions

The following are excepted and reserved in favour of the Landlord (and may also be exercised by any person authorised by the Landlord or by any person who is or who becomes entitled to exercise them):

- 4.1 the right to the transmission of Utilities from and to the remainder of the Building through the Conducting Media that are now or may during the term be on the Property
- 4.2 the right at convenient times and upon reasonable notice (except in cases of emergency) to enter the Property for any of the purposes mentioned in clause 11.3.1
- 4.3 the right to erect scaffolding for altering refurbishing refitting repairing or cleaning the Building and Other Buildings even if this scaffolding temporarily restricts access

to or the use and enjoyment of the Property by the Tenant or the occupier of the Property

- 4.4 the right to build upon alter rebuild develop or use the Adjoining Premises even if this affects the light and air coming to the Property or causes nuisance damage annoyance or inconvenience to the Tenant or occupier of the Property by noise dust vibration or otherwise
- 4.5 the right to alter refurbish refit and repair the Building or to raise the height of the Building even if this affects the light and air coming to the Property or causes nuisance damage annoyance or inconvenience to the Tenant or occupier of the Property by noise dust vibration or otherwise provided that the Landlord shall use all reasonable precautions to ensure the Tenant suffers the minimum inconvenience and disturbance
- 4.6 the right in an emergency to pass through the Property in accordance with any regulation or requirement of any Competent Authority
- 4.7 the right of support and protection from time to time enjoyed by other parts of the Building

5 Rent

The Tenant covenants with the Landlord to pay the Rent without any deduction or set-off by equal quarterly payments in advance on the usual quarter days and:

- 5.1 the first payment is for the period beginning on the Rent Commencement Date and ending on the day before the next quarter day
- 5.2 the first payment is due on the date of this Lease or on the Rent Commencement Date whichever is the later
- 5.3 Rent for a period of less than a year is to be apportioned on a daily basis
- 5.4 if required in writing by the Landlord the Tenant must make these payments by standing order or direct debit to any bank and account in the United Kingdom that the Landlord may nominate

6 Repair cleaning and decoration

The Tenant covenants with the Landlord:

- 6.1 to clean the Property and keep it clean and tidy and to clean the interior of the windows and window frames in the Property at least once a month and to provide and maintain appropriate sanitary disposal facilities in the toilet area
- 6.2 to ensure appropriate disposal of any reasonable refuse generated
- 6.3 not to cause the Common Parts or any other area abutting the Property to be untidy
- 6.4 to redecorate the interior of the Property during the Term when necessary in the Landlord's reasonable opinion in a good and workmanlike way and with appropriate materials of good quality to the reasonable satisfaction of the Landlord but so as to ensure that the interior of the Property is decorated to the same standard as the standard of decoration at the date of this Lease and to obtain the Landlord's

approval such approval not to be unreasonably withheld of any change in the colours on each redecoration

7 Alterations

The Tenant covenants with the Landlord:

- 7.1 not to unite the Property with any adjacent property
- 7.2 not to make any addition or structural alteration to the Property without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed
- 7.3 before installing any internal demountable partitions at the Property to obtain the written approval of the Landlord to the use of that type of partitioning and the subsequent installation repositioning or removal of internal demountable partitions of a type previously approved by the Landlord in writing will not be a breach of the preceding clause
- 7.4 at the expiry of the Term and if requested by the Landlord to remove any internal demountable partitions and any addition or alteration made to the Property and to make good where the Property has been damaged by the removal
- 7.5 not to connect with any Conducting Media which serve the Property unless it has obtained the approval of the relevant authority if required and the Landlord
- 7.6 not to make any alteration or addition to the electrical installation at the Property or to connect any apparatus to the installation that might endanger or overload it

8 Use

The Tenant covenants with the Landlord:

- 8.1 not to use the Property except as offices under class B1 of the Town and Country Planning (Use Classes) Order 1987 and (for example) not to use the Property or any part of it as residential accommodation nor to keep any animal on it
- 8.2 not to do any act or allow to remain upon the Property any substance or article which may constitute a nuisance or which may cause inconvenience disturbance injury or annoyance to the Landlord or the occupiers of other parts of the Building or the Adjoining Premises or any nearby premises or cause damage to the Building or Adjoining Premises or other nearby premises
- 8.3 not to use the Property for any dangerous noisy or offensive occupation or for any illegal or immoral purposes
- 8.4 not to discharge into any Conducting Media in or that serve the Building any substance that may obstruct them or cause damage or danger or any noxious poisonous or radioactive matter or anything likely to pollute or contaminate
- 8.5 not to overload the Property
- 8.6 not to leave the Property continuously unoccupied for more than a month without notifying the Landlord and providing such security arrangements as the Landlord and the insurers require

- 8.7 to employ for cleaning the Property a firm or company approved by the Landlord such approval not to be unreasonably withheld
- 8.8 not to place anything outside the Property or cause any obstruction of the Common Parts
- 8.9 not to place on the windows of the Property so as to be visible from the outside of the Property any notice sign sticker or advertisement
- 8.10 not to interfere with the heating cooling or ventilation of the Building or to impose an additional load on any heating cooling or ventilation plant in the Building
- 8.11 to operate the heating cooling and ventilation equipment in the Property in accordance with regulations made by the Landlord from time to time
- 8.12 not to play or use at the Property any equipment that is audible in the Common Parts or outside the Building
- 8.13 to comply with the requirements of the supply authority with regard to the electrical wiring installation and equipment in the Property and not to overload them
- 8.14 to comply with all regulations reasonably made by the Landlord from time to time for the management of the Building but nothing in them may purport to vary this Lease and if there is any inconsistency between the terms of this Lease and the regulations this Lease will prevail

9 Planning

The Tenant covenants with the Landlord:

- 9.1 not to commit any breach of planning control and to comply with the Planning Acts in relation to the Property
- 9.2 not to make any application for planning permission in relation to the Property

10 Alienation Prohibited

- 10.1 The Tenant must not hold the Property on trust for another
- 10.2 The Tenant must not part with possession of assign sublet or charge the Property or any part of it or permit another to occupy it or any part of it

11 Tenant's Other Covenants

The Tenant covenants with the Landlord:

11.1 *Supplies*

- 11.1.1 where a separate supply is provided to the Property to pay the supplier or to indemnify the Landlord against all charges for Utilities and other supplies consumed on the Property and to pay all equipment rents
- 11.1.2 where supply charges are made in relation to the Property and other premises (or upon the owner or occupier of the Property and other premises) to pay the suppliers or to indemnify the Landlord against the

proportion of the charges properly attributable to the Property (or the owner or occupier of the Property) to be determined in the absence of agreement by the Landlord's surveyor (except where these are recovered under clause 14)

11.2 VAT

- 11.2.1 to pay to and indemnify the Landlord against any VAT that may be chargeable on the Rent or any other payment made by the Tenant under this Lease in addition to the Rent or other payment (VAT being recoverable as if it were rent where it is charged on Rent or on a payment that is either reserved as additional rent or that this Lease provides is recoverable as if it were rent)
- 11.2.2 whenever the Tenant has agreed in this Lease to reimburse the Landlord for a payment made by the Landlord to reimburse the Landlord in addition for any VAT paid by the Landlord on that payment unless the VAT is recovered by the Landlord

11.3 *Access of Landlord and notice to repair*

- 11.3.1 to permit the Landlord and all persons authorised by the Landlord at convenient times and on reasonable notice (except in an emergency) to enter the Property:
- 11.3.1.1 to establish if the provisions of this Lease have been observed
 - 11.3.1.2 to view the condition of the Property the Building the Conducting Media and the Plant
 - 11.3.1.3 to alter the Building the Conducting Media and the Plant and to install additional Conducting Media and Plant
 - 11.3.1.4 to carry out the Services
 - 11.3.1.5 to take schedules and inventories
 - 11.3.1.6 to exercise any right granted or reserved to the Landlord by this Lease
 - 11.3.1.7 for any purpose connected with the insurance of the Building the review of the Rent or the renewal of this Lease
 - 11.3.1.8 for any reasonable purpose connected with the management of the Building
 - 11.3.1.9 to give to the Tenant (or to leave at the Property) a notice:
 - specifying any breach of covenant by the Tenant
 - specifying any work carried out in breach of the provisions of this Lease
 - requiring the Tenant as soon as reasonably practicable to remedy the breach and to reinstate the Property
- 11.3.2 immediately to repair clean and decorate the Property or to carry out other work as required by the notice

11.3.3 to allow the Landlord and all persons authorised by the Landlord to enter the Property to carry out the work that is needed to comply with the notice and to pay to the Landlord the cost of doing so within fourteen days of a written demand if:

11.3.3.1 within thirty days of service of the notice the Tenant has not both begun and then continued the work referred to in the notice or

11.3.3.2 the Tenant fails to complete the work within sixty days of service of the notice or any time in excess of 60 days as specified by the notice or

11.3.3.3 in the Landlord's reasonable opinion the Tenant is unlikely to complete the work within sixty days of the service of the notice or any time in excess of 60 days as specified by the notice

11.4 *Signs*

if requested by the Landlord to display a sign showing the Tenant's trading name of a size and kind approved by the Landlord (such approval not to be unreasonably withheld) at a point or points in the Common Parts or on the exterior of the Building specified by the Landlord

11.5 *Statutes notices and orders*

11.5.1 to comply with every statute and any notice or order from a Competent Authority that relates to the Property or any substance or article on the Property and whether applicable to the Tenant or the owner lessor lessee or occupier of the Property

11.5.2 to produce immediately to the Landlord a copy of any such notice or order that is served on the Property or the Tenant

11.5.3 at the request of the Landlord to make or join with the Landlord in making any reasonable representations that the Landlord considers appropriate or otherwise contesting any proposal of a Competent Authority that relates to or includes the Property

11.6 *Equipment*

11.6.1 not to install or use on the Property any equipment which causes noise or vibration detectable outside the Property or damage to the Property the Building Plant or Conducting Media

11.6.2 to keep all equipment on the Property properly maintained to renew all parts when recommended or necessary and to ensure that the equipment is properly operated

11.7 *Defective premises*

11.7.1 to give notice immediately to the Landlord of any defect in the Property of which the Tenant is aware which might give rise to a liability or duty on the Landlord

11.7.2 to display all notices which the Landlord may reasonably require

11.8 *Encroachments*

11.8.1 not to stop up darken or obstruct any windows at the Property

11.8.2 to take all reasonable steps to prevent any encroachment or easement being made or acquired over the Property and to give notice to the Landlord immediately if any is attempted

11.9 *Evidence of compliance*

if required to produce to the Landlord such evidence as the Landlord may reasonably require to satisfy itself that the provisions of this Lease have been complied with

11.10 *Indemnity*

to be responsible for and to keep the Landlord indemnified against all Losses resulting directly or indirectly from any breach by the Tenant of the provisions of this Lease

11.11 *Keyholders*

to ensure that at all times both the Landlord and the local police are aware of the name address and home telephone number of at least two keyholders of the Property

11.12 *Interest*

11.12.1 to pay interest at a yearly rate of 4% above the base lending rate from time to time on any Rent or other sum payable under this Lease that is not paid within 28 days of its due date

11.12.2 to pay this interest from the 28 days of the due date to the date of payment (both before and after any judgement) calculated on a daily basis (and compounded with rests on the usual quarter days) but nothing in this clause entitles the Tenant to withhold or delay any payment or affects the rights of the Landlord in relation to non-payment

11.13 *Landlord's costs*

11.13.1 to pay to the Landlord on an indemnity basis all proper and reasonable costs and other expenses incurred by the Landlord in relation to:

11.13.1.1 every application made by the Tenant for consent whether it is granted refused offered subject to any qualification or withdrawn

11.13.1.2 the preparation and service of a notice under the Law of Property Act 1925 section 146 or incurred in taking or contemplating proceedings under sections 146 or 147 of the Law of Property Act 1925 even if forfeiture is avoided otherwise than by a court order

11.13.1.3 the recovery of Rent or other sums due from the Tenant

11.13.1.4 enforcing or requiring the Tenant to remedy a breach of the provisions of this Lease

11.13.1.5 any steps taken in connection with the preparation and service of a schedule of dilapidations during or after the expiry of the Term

11.14 *Sale of Reversion*

to permit at reasonable times upon reasonable notice agents or prospective buyers of any interest superior to this Lease to view the Property provided they are authorised by the Landlord or its agent and to permit the Landlord or any superior landlord to fix on the Property a notice or board indicating that an interest superior to this Lease is for sale

11.15 *Re-letting*

where the Tenant or occupier of the Property will have no right to renew this Lease under the 1954 Act or has lost that right to permit the Landlord or its agent at any time during the last six months of the Term to fix upon any part of the Property a notice or board indicating that the Property will be available for letting and during that period to permit persons with the authority of the Landlord or its agent to view the Property

11.16 *Yield up*

at the expiry of the Term:

11.16.1 to yield up the Property decorated and repaired in accordance with and in the condition required by the provisions of this Lease

11.16.2 to give up all keys of the Property to the Landlord

11.16.3 to remove the Tenant's fixtures (if requested by the Landlord) and all signs erected by the Tenant in the Common Parts or on the exterior of the Building and immediately to make good any damage caused by the removal

11.17 *Outgoings*

The Tenant covenants with the Landlord to pay the Outgoings directly to the relevant organisation

12 **Landlord's Covenants**

The Landlord covenants with the Tenant:

12.1 *Quiet enjoyment*

to permit the Tenant to hold the Property peaceably and without any interruption by the Landlord or any person claiming under or in trust for the Landlord

12.2 *Exercising rights*

in exercising the rights involving entry to the Property to cause (and to ensure that those exercising the rights on its behalf cause) as little damage as is reasonably practicable to the Property

13 **Insurance**

13.1 *Landlord's covenants*

The Landlord covenants with the Tenant:

- 13.1.1 to insure the Building against damage caused by fire lightning explosion aircraft (or other aerial device) or articles falling from them riot civil commotion malicious persons acts of terrorism earthquake storm tempest flood bursting and overflowing of water pipes tanks and other apparatus impact by mechanically propelled vehicles and any other risks that the Landlord may decide although:
- 13.1.1.1 the obligation to insure against any particular risk is subject to insurance for that risk being ordinarily available from a reputable insurer for the Building and
- 13.1.1.2 this insurance will be subject to any exclusions conditions and excesses that the insurer requires
- 13.1.2 to effect this insurance with a reputable insurance company or with reputable underwriters and through any agency that the Landlord may from time to time decide
- 13.1.3 that this insurance will be for the cost of reinstatement as reasonably determined by the Landlord's Surveyor
- 13.1.4 to produce to the Tenant on demand reasonable evidence of the terms of the policy and of payment of the last premium
- 13.1.5 to notify the Tenant of any change in the risks covered by the policy
- 13.1.6 to procure that the interest of the Tenant is noted or endorsed on the policy whenever this is permitted under the policy

13.2 *Tenant's covenants*

The Tenant covenants with the Landlord:

- 13.2.1 to give notice to the Landlord of any matters (whether existing or that arise during the Term) that a prudent insurer might treat as material in deciding whether or on what terms to insure or to continue to insure the Building
- 13.2.2 to comply with all the requirements and recommendations of the insurer and the fire officer
- 13.2.3 not to do or omit anything that could cause the insurance effected under clause 13.1 to become void or voidable wholly or in part and if the Building is destroyed by a risk against which the Landlord has covenanted in this Lease to insure and the insurance money is wholly or partly irrecoverable by reason solely or in part of any act or omission of the Tenant or anyone claiming title under the tenant to pay to the Landlord the whole or where appropriate the irrecoverable part of the cost of reinstatement
- 13.2.4 not to do or omit anything that could cause any additional or increased premiums to become payable unless the Tenant has previously obtained the approvals of the Landlord and the insurer the approval of the Landlord not to be unreasonably withheld
- 13.2.5 not to bring or store on the Property anything which is explosive or specially combustible

- 13.2.6 to keep the Property supplied with the equipment for the detection and fighting of fire and with the fire alarm equipment that is reasonably required by the Landlord or that the insurer or fire officer may require and to maintain this equipment in working order and to the satisfaction of the insurer or fire officer and to the reasonable satisfaction of the Landlord and at least once every six months to have this equipment inspected by a competent person
- 13.2.7 not to obstruct the access to any fire equipment or the means of escape from the Property or to lock any fire door while the Property is occupied and not to make any alteration to the sprinkler system or do anything that could affect the operation of the system
- 13.2.8 to give notice to the Landlord immediately any event happens against which the Landlord may have insured under this Lease
- 13.2.9 if the Tenant is entitled to the benefit of any insurance in relation to the Property to apply all money in making good the loss for which it is received
- 13.2.10 to do nothing to prejudice any claim made by the Landlord or to prevent or impede any reinstatement being carried out by the Landlord under clause 13.4.1.4

13.3 *Suspension of Rent*

- 13.3.1 "Insured Damage" means that the Building is destroyed or damaged by any risk against which the Landlord has covenanted in this Lease to insure or by any additional risk against which the Landlord has insured and payment of the insurance money is not refused wholly or in part as the result of an act or omission of the Tenant or any person deriving title under the Tenant
- 13.3.2 Whenever Insured Damage occurs and the Property or any part of it is unfit for use or occupation the Rent (or a fair proportion of it according to the nature and extent of the damage) will not be payable until the Property is (or the affected parts are) again fit for use or until three years from the damage whichever is the shorter and the proportion and the period will be determined (in the absence of agreement) by the Landlord's surveyor
- 13.3.3 When the preceding clause applies for part of a quarter and the Rent for that quarter has already been paid in advance the Landlord must refund to the Tenant the proportion of the Rent (apportioned on a daily basis) attributable to the period during which the preceding clause applied

13.4 *Reinstatement*

- 13.4.1 Whenever Insured Damage occurs the Landlord covenants with the Tenant:
 - 13.4.1.1 immediately to notify the insurer of the damage and to claim all sums due under the insurance policy
 - 13.4.1.2 to use all reasonable endeavours to procure the payment by the insurer of all sums properly due under the insurance policy at the time and in the manner required by all the policies

- 13.4.1.3 to apply for and use all reasonable endeavours to obtain all planning permissions building regulation consents and other consents and licences that are required to enable the Landlord to reinstate ("the Permissions")
- 13.4.1.4 to apply all insurance money received (except sums for loss of rent) in reinstating the Building as soon as the Permissions have been obtained or immediately where no Permissions are required
- 13.4.2 The Landlord need not reinstate while prevented by any of the following:
 - 13.4.2.1 failure by the Landlord to obtain the Permissions despite using all reasonable endeavours
 - 13.4.2.2 the grant of any of the Permissions subject to a lawful condition with which it would be unreasonable to expect the Landlord to comply or the planning or highway authority's insistence that as a pre-condition to obtaining any of the Permissions the Landlord must enter into an agreement with the planning or highway authority that would contain a term with which it would be unreasonable to expect the Landlord to comply
 - 13.4.2.3 some defect in the site upon which the reinstatement is to take place so that it could not be undertaken or undertaken only at excessive cost
 - 13.4.2.4 war act of God government action strike lock-out or any other similar circumstance beyond the control of the Landlord
- 13.5 *Termination*
 - 13.5.1 Whenever Insured Damage occurs and the Property or any part of it is still unfit for use or occupation one year after the date upon which it first became unfit either party may for so long as the Property or part remains unfit serve on the other a notice referring to this clause whereupon this Lease will immediately come to an end
 - 13.5.2 Termination under the preceding clause will not affect any rights that either party may have against the other and all insurance money received in respect of the Building will belong to the Landlord
- 14 **Services**
 - 14.1 *Services*

The Landlord covenants with the Tenant:

 - 14.1.1 to repair (and whenever the Landlord regards it as necessary in order to repair to replace or renew parts of) the interior exterior and structure of the Building but excluding the finishes applied to the internal walls ceilings and floors in the Property
 - 14.1.2 to maintain repair clean decorate and light the Common Parts and the exterior of the Building to such standards as the Landlord considers adequate or is required by safety or other regulations
 - 14.1.3 to maintain clean overhaul service and (whenever the Landlord considers it appropriate) renew or replace the Plant and the Conducting Media in or

that serve the Building but not any that are the direct responsibility of any tenant within the Building

- 14.1.4 to clean the exterior of all windows and window frames in the Building and the interior of all windows and window frames not within the Property
- 14.1.5 to supply maintain service and keep in good condition and (whenever the Landlord considers it appropriate) to renew or replace all fixtures fittings furnishings bins receptacles tools appliances equipment door furniture carpet and other things that the Landlord may deem desirable for performing the Services or for the appearance or upkeep of the Building other than in the Lettable Areas
- 14.1.6 to provide a lift service
- 14.1.7 to heat and cool the Building to such temperatures between such hours as the Landlord may decide (acting reasonably)
- 14.1.8 to supply hot and cold water and washing and toilet needs in the toilets of the Building
- 14.1.9 to provide maintain and (whenever the Landlord considers it appropriate) renew or replace fire protection and fire fighting equipment in the Building other than in Lettable Areas
- 14.1.10 to provide lighting with the Property
- 14.1.11 to provide such security arrangements in the Building as the Landlord considers adequate
- 14.1.12 to provide a reception desk in the entrance hall of the Building that is staffed during normal business hours
- 14.1.13 to comply with the requirements of the insurers or of any statute (existing or to be passed) or Competent Authority that relate to the Building and for which no tenant is directly liable
- 14.1.14 to provide any other service relating to or for the benefit of the Building or any part of it that the Landlord considers appropriate

14.2 *Qualified nature of the Landlord's covenants*

The Landlord will not be liable to the Tenant for any breach of its obligations in clause 14.1 where the breach was caused by something beyond the Landlord's control (provided the Landlord uses all reasonable endeavours to remedy the breach) except to the extent that the breach:

- 14.2.1 could have been prevented or
- 14.2.2 its consequences could have been lessened or
- 14.2.3 the time during which its consequences were experienced could have been shortened by the exercise of reasonable skill by the Landlord or those undertaking the obligation on its behalf

15 **Forfeiture**

15.1 "A Forfeiting Event" is any of the following:

- 15.1.1 any Rent or sum regarded as rent for the purposes of this Lease is outstanding for twenty-one days after becoming due whether formally demanded or not
- 15.1.2 a breach by the Tenant of any of the provisions of this Lease
- 15.1.3 the Tenant has any distress or execution levied on its goods at the Property
- 15.1.4 the Tenant is Insolvent

15.2 "Insolvent" for the purposes of this Lease means:

15.2.1 in relation to a company any of the following:

- 15.2.1.1 it is deemed unable to pay its debts as defined in the Insolvency Act 1986 (referred to in this clause as 'the Act') section 123
- 15.2.1.2 a proposal is made for a voluntary arrangement under Part I of the Act
- 15.2.1.3 a petition is presented for an administration order under Part II of the Act
- 15.2.1.4 a receiver, administrative receiver or manager is appointed
- 15.2.1.5 it goes into liquidation as defined in section 247(2) of the Act (other than a voluntary winding up solely for the purpose of amalgamation or reconstruction of a solvent company)
- 15.2.1.6 a provisional liquidator is appointed under section 135 of the Act
- 15.2.1.7 a proposal is made for a scheme of arrangement under the Companies Act 1985 section 425

15.2.2 in relation to an individual any of the following:

- 15.2.2.1 an application is made for an interim order or a proposal is made for a voluntary arrangement under Part VIII of the Act or
- 15.2.2.2 a bankruptcy petition is presented to the court or his circumstances are such that a bankruptcy petition could be presented under Part IX of the Act or
- 15.2.2.3 he enters into a deed of arrangement

15.3 Whenever a Forfeiting Event exists the Landlord may enter the Property (or any part of it) at any time even if a previous right of re-entry has been waived and then the Term will end but without affecting any rights that either party may have against the other including (for example) the breach under which the re-entry is made

16 **Miscellaneous**

16.1 *Representations*

The Tenant acknowledges that it has not entered into this Lease in reliance on any representation made by or on behalf of the Landlord

16.2 *Exclusion of use warranty*

Nothing in this Lease or in any consent granted by the Landlord implies that the Property may be used for any particular purpose

16.3 *Disputes with adjoining owners*

If any dispute relating to the Property arises between the Tenant and the occupiers of other parts of the Building it will be determined by the Landlord's surveyor

16.4 *Covenants relating to Adjoining Premises*

Nothing contained in or implied by this Lease gives the Tenant the benefit of or the right to enforce (or to prevent the release or modification of) any covenant or condition entered into by any tenant of the Building or Adjoining Premises

16.5 *Effect of waiver*

Each of the Tenant's covenants will remain in force even if the Landlord has waived or temporarily released that covenant or waived or released a similar covenant in a lease of other parts of the Building or Adjoining Premises

16.6 *Rights and easements*

16.6.1 The operation of the Law of Property Act 1925 section 62 is excluded from this letting and the only rights granted to the Tenant are those expressly set out in this Lease

16.6.2 The Tenant will not during the Term acquire or become entitled to any easement over other parts of the Building or any Adjoining Premises

16.6.3 Any easement exercised over any Adjoining Premises will be regarded as being exercised by virtue of a determinable licence from the Landlord

16.7 *Compensation*

Any statutory right of the Tenant to compensation from the Landlord on vacating the Property is excluded from this letting to the extent that the law allows

16.8 *Tenant's possessions*

If after the Tenant has vacated the Property on the expiry of the Term any of the Tenant's possessions remain on the Property and the Tenant fails to remove them within seven days after being requested in writing by the Landlord to do so or if the Landlord is unable to make such a request to the Tenant within fourteen days from the first attempt:

16.8.1 the Landlord may as the agent of the Tenant sell the possessions and the Tenant indemnifies the Landlord against any liability incurred by it to any third party whose possessions have been sold by the Landlord in the mistaken belief that the possessions belonged to the Tenant

16.8.2 if the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord may keep the proceeds of sale unless the Tenant claims them within ninety days of vacation of the Property

- 16.8.3 the Tenant will be responsible for and will indemnify the Landlord against any damage caused to the Property by the possessions and any Losses suffered by the Landlord as a result of the presence of the possessions on the Property after the Tenant has vacated the Property on the expiry of the Term

16.9 *Landlord's surveyor*

Whenever this Lease provides for questions to be referred to or issues to be determined by the Landlord's surveyor:

- 16.9.1 the term "in the absence of agreement" means in the absence of agreement between the Landlord and the Tenant
- 16.9.2 in making his determination he will be acting as an expert and not as an arbitrator and the determination will be final and conclusive
- 16.9.3 his fees and disbursements for making the determination will be paid as he directs as being fair and reasonable in the light of his determination having regard to the nature of the dispute and the views of the parties expressed to him prior to his determination
- 16.9.4 he must be an Associate or Fellow of the Royal Institution of Chartered Surveyors

17 **Notices**

- 17.1 A notice under this Lease must be in writing and unless the receiving party or its authorised agent acknowledges receipt is valid only if it:
- 17.1.1 is given by hand or sent by registered post or recorded delivery or sent by fax provided a confirmatory copy is on the same day given by hand or sent by post or recorded delivery and
- 17.1.2 is served:
- where the receiving party is a company incorporated within Great Britain at its registered office or
 - where the receiving party is the Tenant and the Tenant is not such a company at the Property or
 - where the receiving party is the Landlord and the Landlord is not such a company at the Landlord's address shown in this Lease or at any address specified in a notice given by the Landlord to the Tenant
- 17.2 Unless it is returned through the Post Office undelivered a notice sent by registered post or recorded delivery is to be treated as served on the third working day after posting whenever and whether or not it is received
- 17.3 A notice sent by fax or email is to be treated as served on the day upon which it is sent or the next working day where the fax or email is sent after 4 p.m. or on a day that is not a working day whenever and whether or not it or the confirmatory copy is received unless the confirmatory copy is returned through the Post Office undelivered

17.4 The term "working day" means a day when the UK clearing banks are open for business in the City of London

17.5 If the receiving party consists of more than one person a notice to one of them is notice to all

18 Exclusion of the 1954 Act

18.1 The parties confirm that:

18.1.1 The Landlord served a notice on the Tenant as required by Section 38A (3) (a) of the 1954 Act applying to the tenancy created by this Lease before this Lease was entered into; and

18.1.2 [] who was duly authorised by the Tenant to do so made a statutory declaration dated [] 2019 in accordance with the requirements of Section 38A (3) (b) of the 1954 Act; and

18.1.3 There is no Agreement of Lease to which this Lease gives effect

18.2 The parties agree that the provisions of Section 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this Lease.

19. Third Party Rights

A person who is not a party to this Lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999

IN WITNESS whereof the parties hereto have hereunto set their common seals day and year first before written

The common seal of)

Newbury Town Council)

was hereunto affixed)

in the presence of:)

Executed as a Deed by)

Affixing the Common Seal)

Of West Berkshire District Council)

And authenticated by:)

Authorised Signatory

**FORM OF NOTICE THAT SECTIONS 24 TO 28 OF THE LANDLORD AND TENANT ACT 1954 ARE NOT
TO APPLY TO A BUSINESS TENANCY**

To: West Berkshire District Council
Market Street, Newbury, RG14 5LD
(Name and Address of Tenant)

From: Newbury Town Council
The Town Hall, Market Place, Newbury, RG14 5AA
(Name and Address of Landlord)

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration of that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days' notice, you will need to sign a 'statutory' declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decide to go ahead with the agreement to exclude the protection of the Landlord and tenant Act 1954, you would only need to make a simple declaration, and you would not need to make a separate visit to an independent solicitor

The above notice is given to you in respect of your proposed lease of the premises known as Suite 7, Newbury Town Hall, Market Place, Newbury, Berkshire RG14 5AA on behalf of the landlord, Newbury Town Council.

Dated: 2019

Received with a notice of which this is a copy this day of 2019

Signed _____

DECLARATION

Pursuant to paragraph 3 of Schedule 2 of the
Regulatory Reform (Business Tenancies) Order 2003

In respect of premises known as

Suite 9 Town Hall, Market Place, Newbury, Berkshire RG14 5AA

I, [] of West Berkshire District Council Market Street, Newbury,
Berkshire, RG14 5LD, declare that:

1. West Berkshire District Council propose to enter into a tenancy of premises at Suite 7, The Town Hall Market Place, Newbury, RG14 5AA for a term commencing on 1 September 2019
2. The tenant proposes to enter into an agreement with Newbury Town Council of Newbury Town Hall that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (security of tenure) shall be excluded in relation to the tenancy.
3. The Landlord has, not less than 14 days before the tenant enters into the tenancy, or (if earlier) becomes contractually bound to do so served on me a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003. The form of notice set out in that Schedule is reproduced below.
4. I have read the notice referred to in paragraph 3 above and accept the consequences of entering into the agreement referred to in paragraph 2 above.
5. I am duly authorised by the tenant to make this declaration.

DECLARED this day of 2019

Signed ----- Dated -----

Name on behalf West Berkshire District Council

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

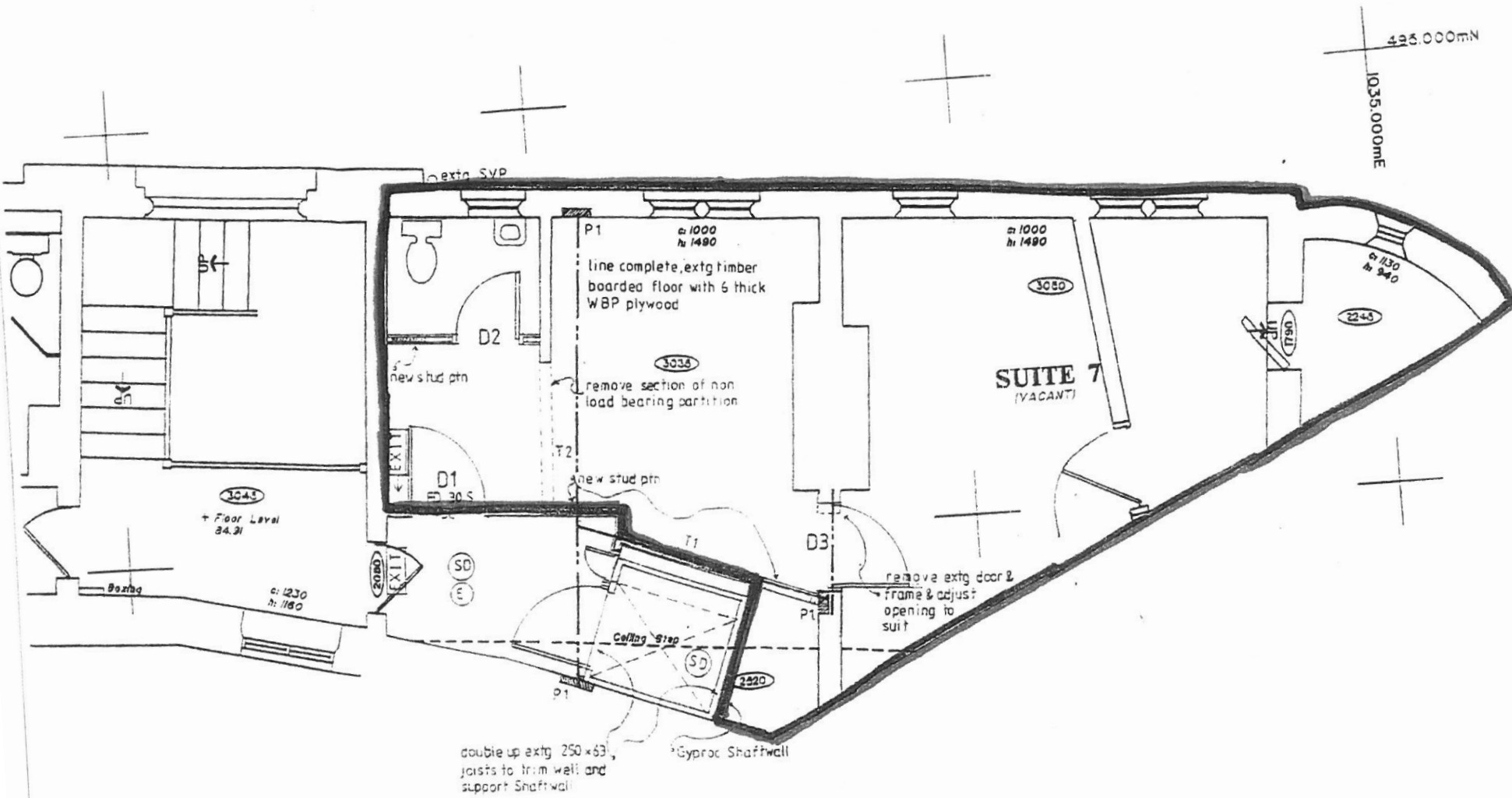
If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration of that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days' notice, you will need to sign a 'statutory' declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decide to go ahead with the agreement to exclude the protection of the Landlord and tenant Act 1954, you would only need to make a simple declaration, and you would not need to make a separate visit to an independent solicitor

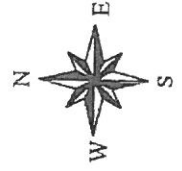
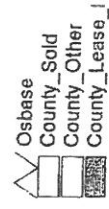
Plan Number 2



Town Hall

Newbury

PLAN NUMBER 1



1:425

West Berkshire Council

Draft Revised

Statement of Community Involvement

June 2019

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1 Introduction

- 1.1 West Berkshire Council already has strong and valued links with many of its local communities. Greater involvement by the community in shaping the way the planning system operates locally is essential if the decisions we take are to more closely reflect local needs and wishes.
- 1.2 Our Statement of Community Involvement (SCI) for West Berkshire clearly sets out our policy for involving the community in:
 - the plan making process such as Development Plan Documents, Supplementary Planning Documents, Neighbourhood Development Plans and the Community Infrastructure Levy; and
 - in the consideration of planning applications within the District.
- 1.3 The requirement to prepare an SCI was introduced in the Planning and Compulsory Purchase Act 2004 and we adopted our first SCI in July 2006. The Town and Country Planning (Local Planning) (England) (Amendment) Regulations 2017, brought into force on 6 April 2018, formally require the SCI to be reviewed at least every five years. We adopted our last SCI in September 2014 and as the planning process has gone through some changes since then the SCI is being reviewed and updated to reflect the most up to date processes and procedures that we will use.
- 1.4 This draft revised SCI is subject to formal consultation for six weeks from Friday 12th July to Friday 23rd August 2019.

Our approach to community involvement

- 1.5 Our SCI has been informed by the key principles contained in the Council's Consultation Policy which are to ensure that:
 - We make it clear the purpose of an exercise and how it feeds into the decision-making process
 - Sufficient information is provided and accessible to participants to inform their response
 - Everyone has the opportunity to contribute and have their views heard
 - Appropriate methods are used
 - Sufficient time is provided to respond, and for consideration of key findings
 - The results are used to inform the decision-making process
 - Key findings are fed back to participants
- 1.6 It is important that our SCI is built on the fundamental principles of inclusiveness and equality for all. People suffer from exclusion and can be hard to reach for a variety of reasons. In addition, we recognise that although some types of people or groups may be small in actual numbers, they could

be disproportionately affected by planning policies and decisions. The council's Equality Objectives and Guidance on Equality Impact Assessments explain our approach to community inclusion.

Future reviews of this document

- 1.7 This SCI will be kept under regular review (through our Annual Monitoring Reports and Minerals and Waste Annual Monitoring Reports) and will be changed when necessary to correct factual changes not material to its content. If the review of this document leads to significant changes then this is likely to trigger a formal review of the document as appropriate.

2 Community Involvement in the Plan Making Process

Influencing the plan making process in West Berkshire

- 2.1 As a local planning authority West Berkshire Council has a duty to put in place planning policies which can be used to guide development proposals and determine planning applications. These local planning policies are set out in the West Berkshire Local Plan which is the overall Development Plan for the District. Applications for planning permission must be determined in accordance with the Development Plan unless material considerations indicate otherwise.
- 2.2 As part of the continued preparation of the West Berkshire Local Plan and its supporting documents we acknowledge the importance of involving the public and stakeholders at the earliest possible stage and recognise that their involvement should be a continuous process rather than one discrete exercise.

What types of documents can you influence?

- 2.3 As part of the plan making process we will be preparing and consulting on the following types of documents that will be subject to the principles contained in this SCI -

Development Plan Documents (DPDs)

- 2.4 These are the core of our Local Plan and contain the key policies that guide future development in the District. The statutory requirements for their preparation are set out in the Town and Country Planning (Local Planning) (England) Regulations 2012 (as amended).
- 2.5 We adopted our first DPD, the West Berkshire Core Strategy (2006 – 2026) in July 2012 and then the Housing Site Allocations DPD in May 2017.
- 2.6 We are currently reviewing our Local Plan to cover the period up to 2036 and the timetable for the preparation of further DPDs is set out in our Local Development Scheme (LDS).

Supplementary Planning Documents (SPDs)

- 2.7 SPDs provide further information and additional detail to support policies contained in DPDs. As with DPDs the statutory requirements for their preparation are set out in the Town and Country Planning (Local Planning) (England) Regulations 2012 (as amended).
- 2.8 We have adopted the following SPDs to date:

- Delivering Investment from Sustainable Development
- Market Street, Newbury Planning and Design Brief
- Pirbright Institute site, Compton
- Sandleford Park
- Quality Design West Berkshire
- Planning Obligations
- Sustainable Drainage Systems

Neighbourhood Plans or Neighbourhood Development Orders

- 2.9 Introduced under the Localism Act (2011), these are community led documents prepared by a town or parish council which, when adopted by us, also form part of the Development Plan¹. The Neighbourhood Planning (General) Regulations (as amended) and the Neighbourhood Planning Act (2017) set out the statutory requirements for their preparation. Although as a Council we do not prepare Neighbourhood Plans, we do have a duty to provide advice and technical assistance to parish and town councils during the process and so our involvement at the relevant stages will follow the principles set out in this SCI. We have a duty at the start of their production to advertise an application to designate a neighbourhood area, but then consultation during the preparation stage of these plans is undertaken by the town or parish council. Although there is no statutory requirement for parish and town councils to comply with this SCI it may provide useful guidance for them when undertaking consultation and engagement on their draft plans. Once a draft plan has been submitted to us we have a duty to publish it for comments before an independent examination, referendum and subsequent adoption.

Sustainability Appraisal (SA) and Strategic Environmental Assessment (SEA)

- 2.10 As part of the plan preparation process, we will assess the social, environmental and economic impacts of each DPD and relevant SPD. The key purpose of Sustainability Appraisal is to identify and enhance the positive effects whilst minimising any potentially adverse impacts of our planning policies. This process will also involve the assessment of any health and equality impacts. Where necessary, we will also carry out a Habitat Regulations Assessment of our emerging planning documents. Consultation is undertaken alongside the related plan, with the exception of the Scoping Report stage which is focused on three consultation bodies – Environment Agency, Natural England and Historic England.

¹ Although not covered by this SCI, the Council recognises that there are other non-statutory documents produced by parish/town councils and other community bodies such as; parish plans and town, village and parish design statements. The Council fully supports these in accordance with West Berkshire Core Strategy policy CS19, which is supported by paragraph 5.140 of the same document.

Who will we involve when we prepare documents?

- 2.11 We want everyone to have the chance to get involved in the decisions we take and are committed to doing everything we reasonably can to make our community involvement inclusive.
- 2.12 We have set up a Register of Consultees through our (the Local Plan Consultation Portal). This is, a database of individuals, groups and organisations who we regularly contact on plan making matters that are of interest to them. This database is reviewed and updated on a continuous basis. Anyone making comments on DPDs or SPDs will be included on our database and will automatically be kept informed of plan making matters as appropriate.
- 2.13 Government regulations also require us to ensure that particular organisations are involved at key stages in the plan making process. These include the Environment Agency, Natural England, Historic England and the Highways England. Full lists of consultees are contained in Appendices A and B.
- 2.14 If you would like to be added to our Register of Consultees at any time please contact the Planning Policy Team or Minerals and Waste Planning Policy Team by either:
- e-mail: planningpolicy@westberks.gov.uk
 - registering as a consultee: <http://consult.westberks.gov.uk/portal>
 - phoning us: 01635 551111
 - or writing to us at: Planning Policy Team, Development & Planning, West Berkshire Council. Council Offices, Market Street, Newbury. RG14 5LD

How will we involve you?

- 2.15 The exact nature of our consultation will depend on the nature of the document being produced and the ways in which we involve the community will depend on the stage we are at in the preparation of that document. For example, you may be invited to submit written representations online, by e-mail or letter, or provide comments by feedback forms or questionnaires. We may also publish notices in a suitable local newspaper, organise public consultation events, hold smaller group workshops or have individual meetings with specific stakeholders whenever this is appropriate and helpful to the planning process.
- 2.16 As a minimum, we will meet our statutory requirements with regard to consultation for all new DPDs and SPDs.

We will:

- Make all relevant documentation available during formal consultation periods at the Council's offices in Market Street, Newbury
- Place all relevant documentation on the Council's website www.westberks.gov.uk
- Send all relevant consultation documentation (either electronic or paper) to statutory/specific consultees
- Make formal consultation documentations available (either electronic or paper) through all public libraries across the District
- Notify all those registered on our electronic database as and when appropriate

Duty to Cooperate

- 2.17 The Council has a duty to cooperate when preparing DPDs. This duty was introduced in the Localism Act of 2011 and requires us to work with neighbouring authorities and other prescribed bodies (Set out in Part 2 (4(1)) of the Town and Country Planning (Local Planning) (England) Regulations 2012) in preparing DPDs in order to address strategic issues relevant to our area. It requires that we engage constructively, actively and on an ongoing basis to develop strategic policies; and requires us to consider joint approaches to plan making. At the heart of the duty is effective partnership working to achieve outcomes.
- 2.18 The other local planning authorities and public bodies that we will need to cooperate with will depend on the strategic matters we are planning for and the most appropriate functional area to gather evidence and develop planning policies. It is likely that we will need to work in different groupings for different strategic matters.
- 2.19 As part of the evidence required to demonstrate compliance with our duty to cooperate, the National Planning Policy Framework (NPPF) sets out that local planning authorities should produce, maintain and keep up to date Statements of Common Ground (SCG) to highlight agreement on cross boundary strategic issues with neighbouring authorities and other relevant organisations.
- 2.20 It will be important that cooperation is ongoing throughout the preparation of a particular DPD and that it is not confined to any one point in the process. To ensure that a plan is robust and effective, the Council and other public bodies will need to work together from the outset at the plan scoping and evidence gathering stages. That will help to identify and assess the implications of any strategic cross boundary issues on which we will need to work together. After that we will need to continue working together to develop effective planning policies and delivery strategies. Our co-operation will be proportionate to the issues that need to be addressed and the scale and type of co-operation required will flow from the issues identified. Cooperation will continue until a

plan is submitted for examination and beyond into delivery, monitoring and review.

Arrangements for joint working

- 2.21 There may be some instances where we prepare DPDs or SPDs jointly or in partnership with other local planning authorities, or other partners, e.g. parish and town councils. In these circumstances we will set out our approach to community involvement in an independent document.
- 2.22 It should be noted that if we use external consultants to help us to produce DPDs or SPDs that principles set out in this SCI will also apply.

How we will respond to you

- 2.23 We will maintain the following consistent approach to service standards:
- If you write to us (by letter, fax, e-mail or sending in a response form) we will acknowledge receipt within ten working days;
 - If you attend a public meeting / exhibition organised by the West Berkshire Development and Planning Service we will ensure that officers are available to answer your questions (or let you know where further information is available). Where we use questionnaires or feedback forms at these public events we will publish the results on our website;
 - If you request a planning document we will let you know where that document is available (e.g. from the council website) and whether there is any charge for a paper copy;
 - If you attend a planning workshop we will send you a summary of the feedback from the workshop after the event; and
 - We will prepare reports after each stage of formal consultation on plan making documents. We will make these available at the Council Offices at Market Street, Newbury as well as on our website at www.westberks.gov.uk/planningpolicy or www.westberks.gov.uk/mineralsandwaste.

When will we involve you in the plan making process?

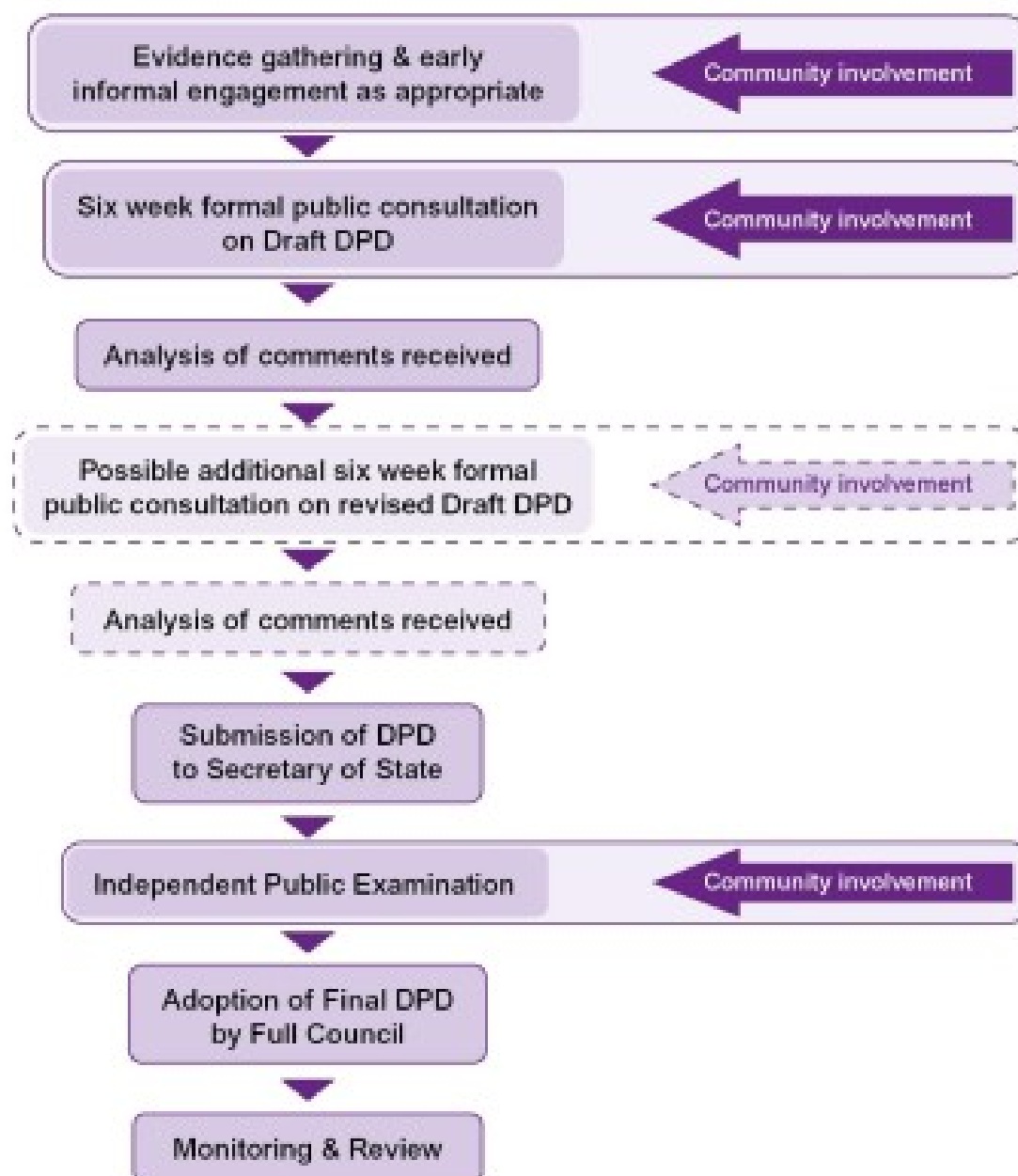
- 2.24 There are a number of key stages in the preparation of planning documents. These stages are designed to ensure that the process is as open and transparent as possible. The diagrams below illustrate these key stages and show when we will undertake consultation, or make documents available for comment, in accordance with the relevant regulations. We will always meet these requirements, but in addition we may undertake additional engagement

at appropriate points through the process. Getting involved at the earliest stages of preparation will ensure your views have the most opportunity for being taken into account.

Looking After your Data

- 2.25 Our privacy notices set out how we collect, store, protect, process and share the data you give us it. They can be viewed at <http://info.westberks.gov.uk/CHttpHandler.ashx?id=45626&p=0>

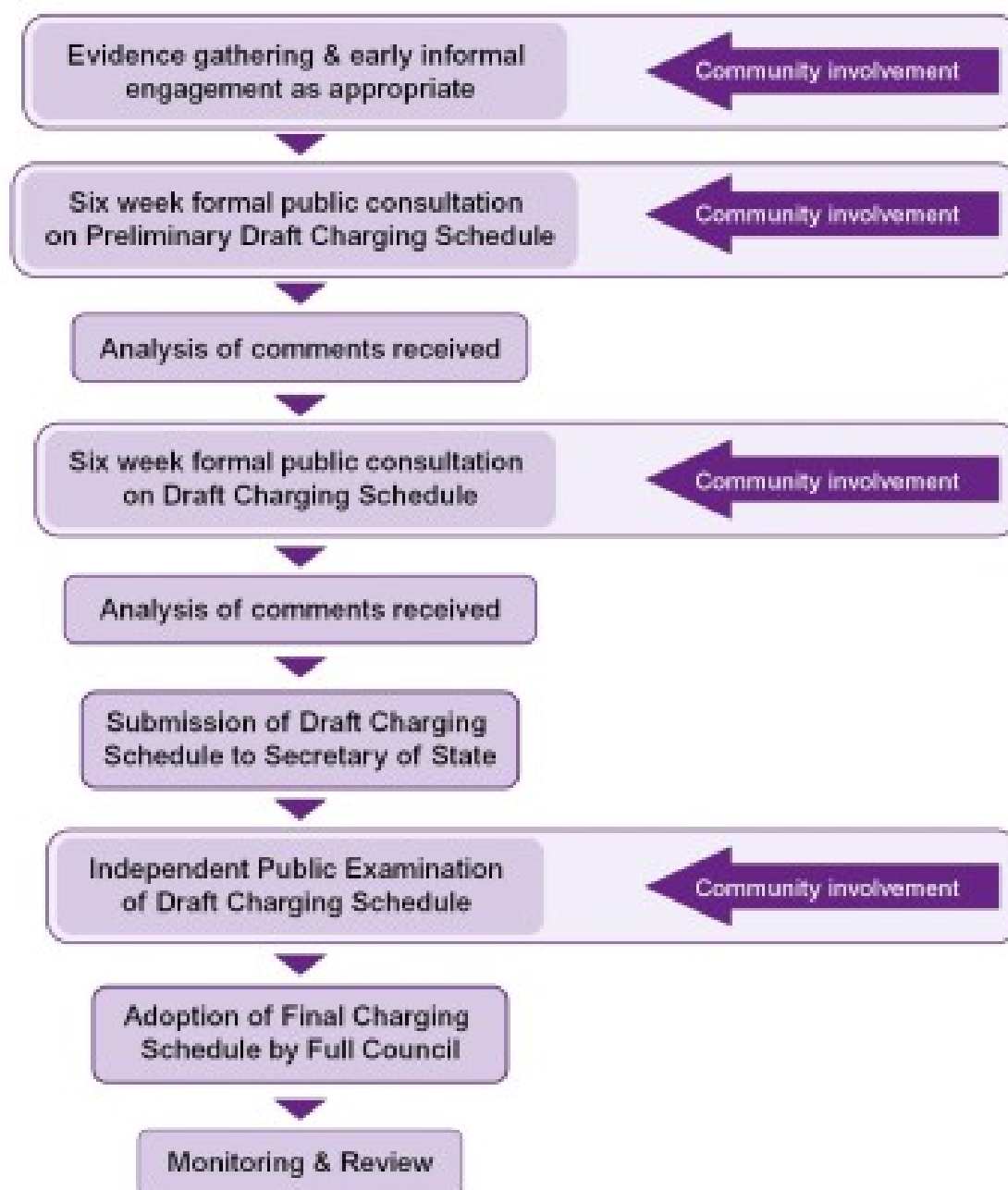
Community Involvement in Development Plan Documents



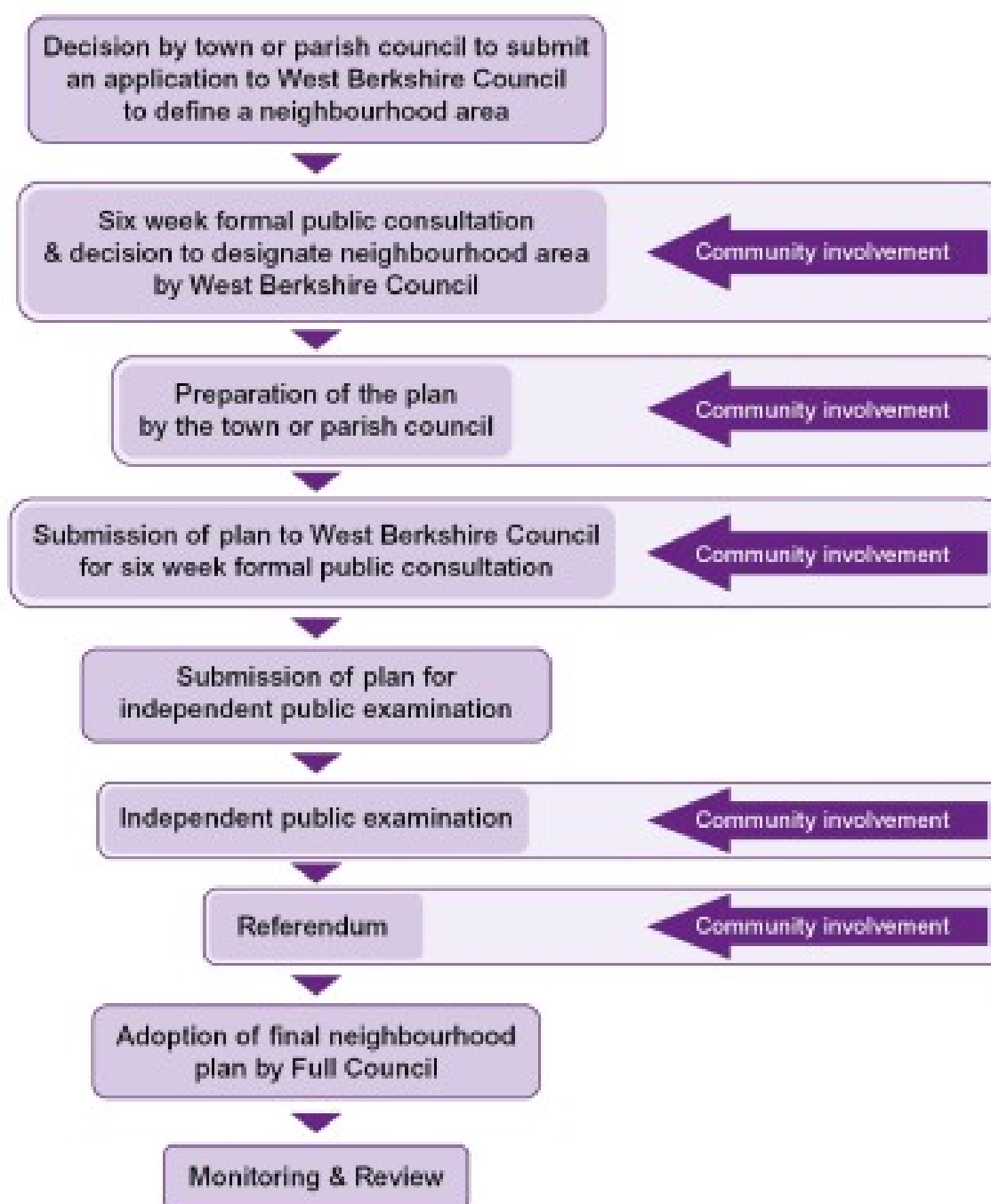
Community Involvement in Supplementary Planning Documents



Community Involvement in the Community Infrastructure Levy



Community Involvement in Neighbourhood Plans



3 Community Involvement in Planning Applications

Influencing the planning application process in West Berkshire

3.1 We recognise that community involvement in the consideration of planning applications is particularly valuable and important.

3.2 Our aims are:

- to make decisions on applications that are justifiable, robust, consistent and reached in a fair manner, in line with the Council's commitment to open government
- to ensure information is available to everyone through a variety of mediums (verbal, electronic and in writing) and to ensure that both the process and the reasoning behind decision making is understood by all
- to keep interested parties, and those affected by the development management process informed

How do we inform you of planning applications?

3.3 There are certain statutory requirements which we have to meet in order to inform the public and stakeholders about the planning applications we have received. We will always meet these requirements and will extend consultation in accordance with the principles in this SCI whenever it is appropriate and helpful to the planning process.

3.4 We will display a site notice for all applications. These are particularly effective and useful where there is doubt over who the interested parties are, or where the development is likely to be of interest to direct neighbours and more than immediate neighbours. The site notice will be erected during the period in which the application is being considered and will normally allow 21 days² from the date of it first being displayed for comments to be submitted.

3.5 Depending on the nature of the application we may also notify a number of other statutory and non-statutory consultees. These can include other authorities, agencies, specialist groups or government departments. Legislation and government advice, as well as requests from relevant organisations govern how we decide whom to notify on any particular application.

3.6 The involvement of some consultees is a legal requirement whilst others are asked for their expert view on the proposal to aid the decision making process.

3.7 We notify parish and town councils of all applications in their area. Adjoining parishes may also be notified, depending on the location, scale and nature of the application.

² Extended to take into account any bank and public holidays

- 3.8 District Councillors are advised of all developments via a “weekly list”. This is a compilation of all applications we have registered during the previous seven days. It is sent to Councillors every week and advises them of the location of the development, a description of it, who the applicant/agent is and when it was registered. The weekly list is also published on our website and can be obtained from our Customer Contact Centre in the Council’s Market Street offices in Newbury Tel: 01635 519111. It can also be e-mailed on request (planapps@westberks.gov.uk).
- 3.9 All planning applications received, including those for prior approval for permitted development rights which result in a net increase in dwellings houses, are placed on the official planning register and details of the application proposal and drawings are made available on our website. Copies of plans or applications are available for reference or purchase at our offices in Market Street, Newbury. Where appropriate, some plans and applications relating to development in the locality are placed in public libraries, Community Information Centres (CICs) and some parish council offices across the District.
- 3.10 The Customer Contact Centre is able to answer many basic questions on the progress of an application. Other than where the General Data Protection Regulations prevents us doing so, all information on planning application files will be made available.

How can you comment on planning applications?

- 3.11 Anyone can comment on a planning application. You do not need to be directly notified. Comments should be made in writing, either via e-mail to planapps@westberks.gov.uk by post, by letter handed in to the Customer Contact Centre or via the Public Access pages on our website. They should be made within twenty one days of the erection of the site notice. However, if a response is received after this time but before a decision is made it will be taken into account wherever possible, but dependent upon the administrative stage reached in concluding the application. All comments received will be made available for public inspection and Councillors’ consideration unless clearly marked confidential.
- 3.12 Everyone’s comments are important to us and we aim to acknowledge them within two working days of receipt. Having received an acknowledgement you should receive notification of the planning decision in due course. Please note that due to the volume of correspondence received we are unable to respond to specific issues identified in individual letters or enter into general correspondence.
- 3.13 Generally town and parish councils and statutory consultees have twenty one days to comment on an application from the date of letter or notification. However, as with neighbour comments, if a response is received after this time but before a decision is made, it will be taken into account wherever

possible but dependent upon the administrative stage reached in concluding the application.

- 3.14 We may need to re-notify consultees if amendments are made to an application, but this will be dependent upon the scale of changes and their impact. The timescale allowed for additional comments will be clearly outlined in the letter advising of changes.

How can you get involved if an application is determined by a Planning Committee?

- 3.15 The majority of applications are decided by the Head of Development and Planning under powers delegated by the Council. In all those instances all due regard will be given to comments made by interested parties.
- 3.16 If an application is to be determined by a planning committee, we will notify the applicant and all those who submitted comments advising of the date, time and location of the committee meeting. We publish meeting dates, agendas and planning officers' reports on our website and committee reports are available five working days before the meeting.
- 3.17 We embrace public speaking and allow town/parish councils, objectors and supporters to address committees. Councillors can then raise questions with speakers in order to seek clarification upon points raised. (Separate information on Public Speaking at Committees is available on the Council's website.)
- 3.18 Minutes of all meetings and decisions on all planning applications, whether decided by committee or under delegated powers, are published on our website.
- 3.19 Where an application is refused and the applicant appeals, we notify all those who commented upon the application, town or parish council and any consultee previously consulted. Councillors and parish and town councils are positively encouraged to play their part in any appeal, and to liaise with the case officer in order to present a united case based around the stated reasons for refusal.

Pre-application discussions on applications

- 3.20 Pre-application discussions between the developer, the Council and the community are positively encouraged. We have adopted a formalised process for our pre application advice service through which we will reinforce the guidance contained in the NPPF which encourages developers towards an appropriate level of community involvement.
- 3.21 In appropriate cases, developers will be required to provide details of how they have involved the community in preparing and finalising their proposals,

and to summarise the results of that consultation and describe the impacts that community input has had on the final proposal.

- 3.22 There will be many occasions though where we have no prior knowledge of an application before it is formally submitted, so there will be no opportunity to influence pre-application consultation and discussion.
- 3.23 Once an application has been submitted, the Council will assess any pre-application consultation that has been undertaken by the applicant and if necessary, we will supplement our usual process and statutory requirements for consultation during the application stage by choosing appropriate consultation techniques. In practice, it is anticipated that in those instances where additional consultation is considered necessary the Council will, in the main, use public meetings and presentations as a means of involving the wider public in a particularly significant application.

How to contact us

If you have any queries you can contact us in the following ways:

Planning Policy Team, Development & Planning, West Berkshire Council, Council Offices, Market Street, Newbury. RG14 5LD

Tel: 01625 551111

Email: planningpolicy@westberks.gov.uk

Minerals and Waste Planning Team, Development & Planning, West Berkshire Council, Council Offices, Market Street, Newbury. RG14 5LD

Tel: 01625 551111

Email: mwdpd@westberks.gov.uk

You can also follow our Planning Policy news page:

<http://www.westberks.gov.uk/planningpolicynews>

Appendix A: Organisations and other bodies to be consulted when preparing DPDs

The Town and Country Planning (Local Planning) (England) Regulations 2012 (as amended) **require** the Council to consult the following **specific consultation bodies**:

- South Oxfordshire District Council
- Vale of White Horse District Council
- Reading Borough Council
- Wokingham Borough Council
- Bracknell Forest Borough Council
- Basingstoke and Deane District Council
- Test Valley District Council
- Wiltshire Council
- Oxfordshire County Council
- Hampshire County Council
- Parish and Town Councils in West Berkshire
- Parish and Town Councils adjoining West Berkshire
- Neighbourhood Forums in or adjoining West Berkshire
- Coal Authority Environment Agency
- Highways England
- Historic England
- Homes England
- Marine Management Organisation
- National Health Service Commissioning Board (known as NHS England)
- Natural England
- Network Rail Infrastructure Limited
- Police and Crime Commissioner
- Thames Water (as water supply and sewerage undertaker)
- any person to whom the electronic communications code applies by virtue of a direction given under section 106(3)(a) of the Communications Act 2003, and who owns or controls electronic communications apparatus situated in any part of West Berkshire
- if it exercises functions in any part of West Berkshire - a person to whom a licence has been granted under section 6(1)(b) or (c) of the Electricity Act 1989;
- if it exercises functions in any part of West Berkshire - a person to whom a licence has been granted under section 7(2) of the Gas Act 1986

and the following **general consultation bodies when appropriate**:

- voluntary bodies some or all of whose activities benefit any part of West Berkshire
- bodies that represent the interests of different racial, ethnic or national groups in West Berkshire
- bodies that represent the interests of different religious groups in West Berkshire
- bodies that represent the interests of disabled persons in West Berkshire

- bodies that represent the interests of businesses in West Berkshire

The Town and Country Planning (Local Planning) (England) Regulations 2012 (as amended) also set out the list of prescribed bodies to which the **duty to cooperate** applies. Those of relevance to West Berkshire are:

- Civil Aviation Authority
- Historic England
- Environment Agency
- Highways England
- Highway Authorities
- Homes England
- Marine Management Organisation
- Mayor of London
- National Health Service Commissioning Board (NHS England South East)
- Natural England
- Newbury and District Clinical Commissioning Group
- North and West Reading Clinical Commissioning Group Office of Rail Regulation
- Relevant Integrated Transport Authorities Transport for London

Although not covered by statute, the Regulations also make clear that when preparing plans we should also have regard to

- Local Enterprise Partnerships (LEP) and
- Local Nature Partnerships (LNP).

In addition, the National Planning Policy Framework (NPPF) states that “local planning authorities should also work collaboratively with private sector bodies, utility and infrastructure providers.”

Appendix B: Organisations and other bodies to be consulted when preparing the Community Infrastructure Levy (CIL)

The Community Infrastructure Levy Regulations 2010 (Part 15) defines the consultation bodies that a Charging Authority must engage with during the different stages of CIL preparation:

- County Council (note: there is no County Council applicable to West Berkshire)
- each Parish Council whose area is in the charging authority's area
- any other person exercising the functions of a Local Planning Authority (within the meaning of TCPA 1990) for an area within, or which adjoins, the charging authority's area.
- a responsible regional authority

The charging authority must also invite representations on the preliminary draft charging schedule from:

- persons who are resident or carrying on business in its area
- bodies which represent the interests of persons carrying on business in the charging authority's area
- voluntary bodies some or all of whose activities benefit the charging authority's area

Appendix C: Glossary

Term	Definition
Adoption	Formal approval by the Council whereupon a document achieves its full weight
Annual Monitoring Report (AMR)	Annual statement produced by the Council analysing the implementation of planning policies.
Council	In this context, the local planning authority; in this case West Berkshire Council. References to full Council are to the meeting of all elected members.
Development Plan Document (DPD)	A statutory document which is the primary consideration in determining planning applications. It is required to undergo public testing (examination before an independent inspector).
Examination	In this context the forum at which an independent inspector considers the soundness of a Development Plan Document (DPD), whether the DPD has complied with legal and procedural requirements and whether the Duty to Cooperate has been met.
Executive	The Council's lead decision making body comprised of elected members
Independent examination	See Examination above
Local Development Scheme (LDS)	The Council's timetable for the production of Development Plan Documents
"made available"	This may be in either electronic or hard copy format
Material consideration	A factor or document which can be taken into account in deciding a planning application.
National Planning Policy Framework (NPPF)	Sets out the government's planning policies for England and how these are expected to be applied
Parish Plan	Non land use five year vision produced by and for local communities which includes an action plan
Planning Inspectorate (PINS)	National agency which supplies independent planning inspectors.
Policies Map	Map showing policy areas on an Ordnance Survey map base
Public examination	See Examination above
Saved Plans or Policies	Development Plans or Policies which have been saved by the Secretary of State beyond their life span until they are replaced by a DPD or particular policy
Stakeholder	In this context an organisation or individual with an interest in local planning matters

Submission	Stage at which a prepared Development Plan Document (DPD) is presented to Secretary of State
Supplementary Planning Document (SPD)	A local development document (LDD) which does not have Development Plan Document (DPD) status but which is taken into account as a material consideration in the determination of planning applications.
Sustainability Appraisal (SA)	Sustainability appraisal is a tool which provides for the identification and evaluation of the economic, social and environmental impacts of a DPD throughout its preparation
Strategic Environmental Assessment (SEA)	Strategic Environmental Assessment (SEA) is usually undertaken in conjunction with a SA. Its purpose is to increase the consideration of environmental issues during the preparation of a plan by identifying significant environmental effects that are likely to result from the implementation of the plan or alternative approaches to the plan.

WEST BERKSHIRE DISTRICT COUNCIL

**(BEAR LANE, CHEAP STREET, MARKET STREET AND
A339 NEWBURY)**

(PROHIBITION OF TURNING ORDER, ONE WAY AND NO ENTRY) ORDER 201[]

WEST BERKSHIRE DISTRICT COUNCIL PROPOSES to make an order under Sections 1(1) and 2(1) to (2) of the Road Traffic Regulation Act 1984 the effect of which is to prohibit all vehicles from making any manoeuvres as follows :-

IN THE TOWN OF NEWBURY

Road	Prohibition	Detail
Bear Lane	No Entry into Bear Lane	from its junction with the A339
	One Way Traffic on Bear Lane from the junction of Wharf Street to the A339	All traffic to travel eastbound between Wharf Road and the A339
Cheap Street (Southern section at Market Street junction)	No Entry Except Pedal Cycles.	From Market Street and the northern section of Cheap Street.
A339	No U-Turns across the A339 at Cheap Street junction	For vehicles originally traveling north on the A339
A339	No U-Turns across the A339 at the Fleming Road junction.	For vehicles originally traveling north on the A339

Copies of the draft Order, explanatory statement and map can be inspected during the hours of 9.00 a.m. to 4.30 p.m. Mondays to Fridays at the offices of West Berkshire District Council (at main reception on the ground floor), Council Offices Market Street Newbury Berkshire RG14 5LD

Objections to the proposal together with the grounds on which they are made, should be sent in writing to the undersigned, quoting reference 0006686MS by not later than 15 August 2019

DATED 25 July 2019

**Jon Winstanley, Head of Transport and Countryside West Berkshire District Council
Council Offices Market Street Newbury Berkshire RG14 5LD**

WEST BERKSHIRE DISTRICT COUNCIL

**(BEAR LANE, CHEAP STREET, MARKET STREET AND
A339 NEWBURY)**

(PROHIBITION OF TURNING ORDER, ONE WAY AND NO ENTRY) ORDER 201[]

STATEMENT OF REASONS

This Order is necessary to formalise the changes and restrictions already introduced as part of the A339, Cheap Street and Bear Lane traffic management scheme which has already been approved through public consultation in 2017. It also includes one provision from the previous Fleming Road junction consultation.

(BEAR LANE, CHEAP STREET, MARKET STREET AND
A339 NEWBURY)

WEST BERKSHIRE DISTRICT COUNCIL in exercise of its powers under Sections 1(1) and 2(1) to (2) of and to the Road Traffic Regulation Act 1984 ("the Act") and of all other enabling powers and after consultation with the Chief Officer of Police in accordance with Part III of Schedule 9 to the Act hereby makes the following order:-

- 006686MS 25 07 2019

- (b) the Vehicle to be used for the purposes of a local authority in pursuance of statutory powers or duties if it cannot conveniently be used for such purpose in any other road
- (c) the Vehicle if it cannot conveniently be used for such purpose in any other road to be used in connection with the removal of any obstruction to traffic

SCHEDULE

IN THE TOWN OF NEWBURY

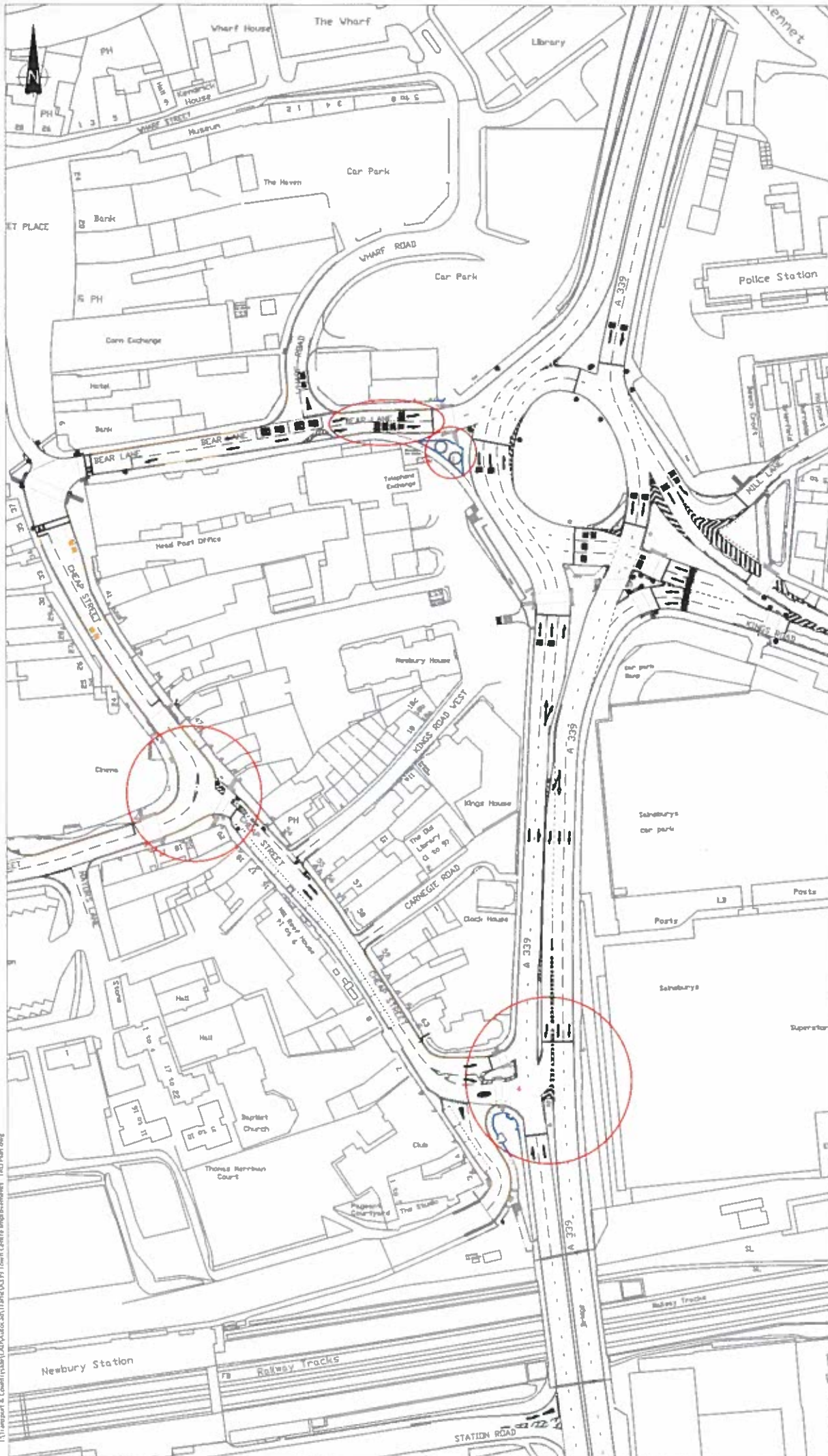
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A339	No U-Turns across the A339 at the Fleming Road junction.	For vehicles originally traveling north on the A339

THE COMMON SEAL OF WEST BERKSHIRE

DISTRICT COUNCIL hereunto affixed on the
day of 201[]

is authenticated by:

Authorised Signatory



Required restrictions in the areas indicated on plan.

1. No entry from the A339 into Bear lane.
2. One way traffic on Bear lane from the Junction of Wharf Street to the A339, all traffic to travel in an easterly direction from Wharf Street to the A339.
3. No entry into southern section of Cheap Street, from the northern section and Market Street, except cycles.
4. No U turning on the A339 at the Cheap street junction, for vehicles traveling north.

West Berkshire
COUNCIL

Transport and Countryside | Capital Officers
Market Street | Newbury | RG14 5LD

A339 Bear Lane Roundabout
Improvements

Traffic Restriction Order
Consultation Plan

81624-1250-TRO

Newbury Town Council

Future Work Programme for Planning and Highways Committee Meetings: 15 July 2019

Standing Items on each (ordinary meeting) agenda:

1. Apologies
2. Declarations and Dispensation
3. Approval of Minutes of previous meeting
4. Questions/ Petitions from members of the Public
5. Questions/ Petitions from Members of the Council
6. Schedule of Planning Applications
7. Schedule of Planning Decisions (if any)
8. Schedule of Prior Approval Applications (if any)
9. Schedule of Licensing Applications (if any)
10. Update from The Western Area Planning Committee
11. Sandleford Park Joint Working Group – Update

5 August	West Berk Economic Strategy – Consultation (by 7 August)
28 August	Highway Winter Service Plan 2019/20 – Consultation (by 31 August)
Each November	Review of KPI's for Planning and Highways Committee
Each December	Send Budget proposals to RFO
June/ Sept/ December/ April (Quarterly)	Updates on Section 215 of the Town and Country Planning Acts
<i>Each April/ October</i>	<i>To review progress on the implementation of the Town Plan</i>