

General Notes

The contractor is responsible for checking dimensions, tolerances and references. Any discrepancy to be verified with the Architect before proceeding with the works. Where an item is covered by drawings to different scales the larger scale drawing is to be worked to. Do not scale drawing. Figured dimensions to be worked to in all cases.

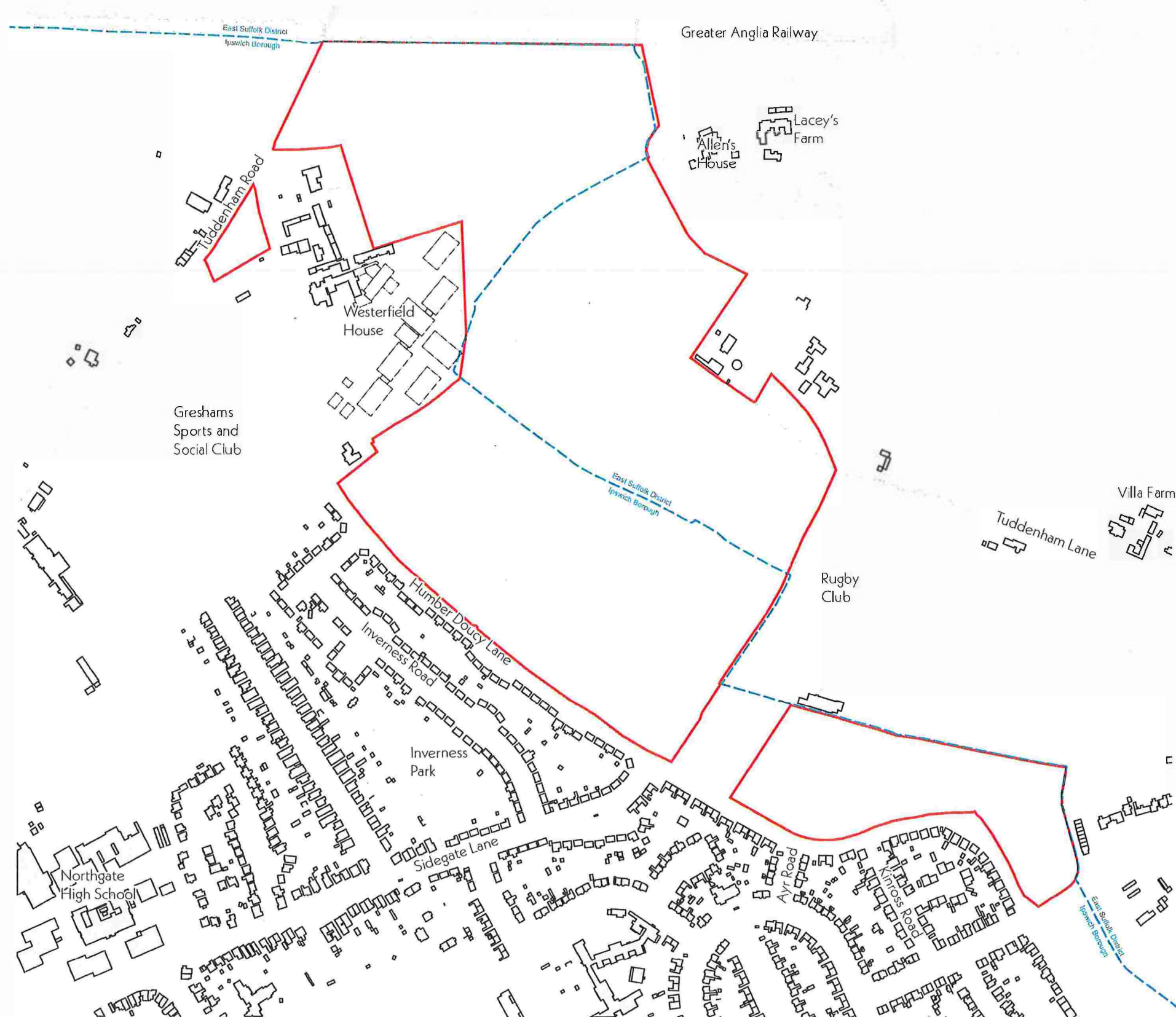
CDM REGULATIONS 2015. All current drawings and specifications for the project must be read in conjunction with the Designer's Hazard and Environment Assessment Record.

All intellectual property rights reserved.

Key

Outline application boundary

Borough Boundary



Note:

1) OS base has been added to include the approved layout to Westerfield House Care Home extension, for context.

0m 50m 100m 150m 200m
Scale 1:2500

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Designed with reference to the surveys, information and reports listed in the Design's Hazard and Environment Assessment Record.

Rev Date Description
P01 00/02/24 Drawing first issue has this revision noted

Drawn
OI

CDM
RP
Checked
Date 17/02/24
Scale @ A1 1:2500

HUMBER DOUCY LANE

Parameter Plan: Location Plan

HDL-PRP-XX-XX-DR-A-08200
REV P01

S2

PRP

SECOND SCHEDULE

The Owners' Covenants with the Councils

Part 1 – Affordable Housing

The Owners hereby covenant with the Councils as follows (unless otherwise agreed in writing by the Owners and the Relevant Council):

1 Affordable Housing Provision

- 1.1 Unless otherwise agreed in writing by the Relevant Council not to Commence Development or allow the Commencement of Development on any Phase unless or until an Affordable Housing Scheme for that Phase has been submitted to and approved by the Relevant Council PROVIDED THAT in the case of a Cross Boundary Phase the Affordable Housing Scheme for that Cross Boundary Phase shall be submitted to the Councils and approved in accordance with clause 18.
- 1.2 In relation to an IBC Phase or Cross Boundary Phase only, prior to Commencement of Development to submit the IBC Marketing Strategy to IBC and upon approval of the IBC Marketing Strategy for such Phase to provide Offer Documentation in relation to the IBC Affordable Dwellings within such IBC Phase or Cross Boundary Phase to the Registered Provider(s) and at the same time to supply a copy of the Offer Documentation to IBC.
- 1.3 In relation to an ESC Phase or Cross Boundary Phase only, the Owner covenants that no more than 40% of the Dwellings on an ESC Phase or Cross Boundary Phase shall be Occupied until the Affordable Housing Contribution for that ESC Phase or Cross Boundary Phase has been paid to ESC (if applicable).
- 1.4 Unless otherwise agreed in writing by Relevant Council the Owners covenant not to Occupy or allow Occupation of more than 40% of the Market Dwellings on a Phase until a contract has been entered into with a Registered Provider for transfer of all the Affordable Dwellings on that Phase (save for any ESC Affordable Dwellings to be sold directly by the Owners subject to the Shared Equity Sales Procedure and save for any First Homes) and the Owners have notified the Relevant Council as to the identity of Registered Provider and the plot numbers to be transferred.
- 1.5 Unless otherwise agreed in writing by the Relevant Council the Owners covenant not to Occupy or allow Occupation of more than 60% of the Market Dwellings on a Phase

unless and until all of the Affordable Dwellings on that Phase are Practically Complete and either transferred to a Registered Provider (and for the avoidance of doubt the term "transferred" in this Second Schedule shall mean transfer of the freehold interest) or marketed for sale to Qualifying Persons or First Time Buyers (in the case of First Homes) in accordance with the terms of this Deed.

- 1.6 The Owners covenant that from the date of Practical Completion the Affordable Dwellings shall not be used other than for the purposes of Affordable Housing for Eligible Persons or Qualifying Persons or First Time Buyers in accordance with an approved Affordable Housing Scheme or an Alternative Affordable Housing Scheme (whichever is applicable) subject however to the provisions herein.
- 1.7 In the event that a contract for the sale or disposal to a Registered Provider for any of the Affordable Dwellings within a Phase (save for any ESC Affordable Dwellings to be sold directly by the Owners subject to the Shared Equity Sales Procedure or First Homes) or a sale or disposal of any ESC Affordable Dwellings to be sold directly by the Owners subject to the Shared Equity Sales Procedure is not completed despite the Owners' Reasonable Endeavours to do so over a period of six months of marketing in accordance with paragraph 1.2 of this Part 1 of the Second Schedule (where relevant), the Owners will be required to prove to the Relevant Council's satisfaction, (the Relevant Council at all times acting reasonably), that demand from Registered Providers has not been forthcoming for Reasonable Consideration and allowing the Relevant Council no less than 20 (Twenty) Working Days to consider the evidence submitted by the Owners to evidence that such demand has not been forthcoming. If the Owners have demonstrated to the Relevant Council's reasonable satisfaction that demand from Registered Providers has not been forthcoming for Reasonable Consideration the Owners shall, subject to first submitting an Alternative Affordable Housing Scheme for a relevant Phase to the Relevant Council, (which for the avoidance of doubt shall not be subject to approval of the Relevant Council), be free to seek to dispose of those Affordable Dwellings within a Phase not contracted for sale or disposal as an alternative affordable tenure (being Affordable Dwellings for Rent or Intermediate Dwellings in such tenure proportion or mix at the Owners' election (the Owners at all times acting reasonably to reach an agreeable contract with a Registered Provider)) and the relevant Alternative Affordable Housing Scheme for such Affordable Dwellings shall be deemed to replace the Affordable Housing Scheme and implemented as submitted.

- 1.8 Subject to paragraphs 1.2 and 1.7 of this Part 1 of the Second Schedule, in the event that a contract for the sale or disposal to a Registered Provider for any of the Affordable Dwellings within a Phase (save for any Affordable Dwellings to be sold directly by the Owners subject to the Shared Equity Sales Procedure or First Homes) or a sale or disposal of any Affordable Dwellings to be sold directly by the Owners subject to the Shared Equity Sales Procedure is not completed despite the Owners's Reasonable Endeavours to do so following three months of marketing in accordance with paragraph 1.7 of this Part 1 of the Second Schedule, (and PROVIDED THAT the Owners have demonstrated to the Relevant Council's satisfaction, (the Relevant Council at all times acting reasonably), that the Owners have used Reasonable Endeavours to dispose the relevant Affordable Dwellings and allowing the Relevant Council no less than 20 (Twenty) Working Days to consider the evidence submitted by the Owners to demonstrate such Reasonable Endeavours), the Owners shall, subject to first submitting an Alternative Affordable Housing Scheme for a relevant Phase to the Relevant Council, be free to seek to dispose of such Affordable Dwellings as First Homes in accordance with paragraph 3 of this Part 1 of the Second Schedule, (provided that in relation to the first Disposal only of any such Affordable Dwellings paragraph 3 shall apply as if all references to six (6) months in paragraph 3.6 shall be read as three (3) months)) and the relevant Alternative Affordable Housing Scheme for such Affordable Dwellings shall be deemed to replace the Affordable Housing Scheme and implemented as submitted.
- 1.9 If after three calendar months of handover of the Affordable Dwellings to the Registered Provider there remains any Affordable Dwellings not leased or sold and the Registered Provider can provide evidence to the Relevant Council's satisfaction there are no prospective occupants the Registered Provider shall be free to seek written agreement of the Relevant Council to convert those Affordable Dwellings to an alternative form of Affordable Housing defined within Annex 2 to the NPPF,
- 1.10 Nothing in this Schedule shall be binding on a Protected Person or any Mortgagee or Chargee of a Protected Person or any receiver appointed by such Mortgagee or Chargee or any person deriving title from any such person,

Mortgagee Protection Clause

- 1.11 The Affordable Housing obligations in this Second Schedule shall not apply to any Mortgagee or Chargee (or any receiver (including an administrative receiver appointed by such Mortgagee or Chargee) or any other person appointed under any security

documentation to enable such Mortgagee or Chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Dwellings or any individual First Home or any persons or bodies deriving title through such Chargee, Mortgagee or Receiver PROVIDED THAT:

- 1.11.1 such Chargee or Receiver of an Affordable Dwellings for Rent or Shared Ownership Dwelling or a Shared Equity Dwelling shall first give written notice to the Relevant Council of its intention to Dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a Disposal of the Affordable Dwellings to another Registered Provider or to the Relevant Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 1.11.2 if such disposal of the Affordable Dwellings for Rent or Shared Ownership Dwellings or Shared Equity Dwellings has not completed within the three (3) month period, the Chargee or Receiver shall be entitled to Dispose of the Affordable Dwellings for Rent or Shared Ownership Dwellings or Shared Equity Dwellings free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely
- 1.11.3 such Mortgagee or Receiver of a First Home shall first give written notice to the Relevant Council of its intention to Dispose of the relevant Dwelling; and
- 1.11.4 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Relevant Council the Mortgagee or Receiver shall be free to sell that First Home subject only to paragraph 1.11.5
- 1.11.5 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Relevant Council the Additional First Homes Contribution.
- 1.11.6 following receipt of notification of the Disposal of the relevant First Home the Relevant Council shall:

- i. forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 3.5 and
- ii. apply all such monies received towards the provision of Affordable Housing

2 Affordable Dwellings for Rent and Shared Ownership Dwellings

- 2.1 The Registered Provider shall enter into a Nomination Agreement with the Relevant Council (and for the avoidance of doubt in the case of a Cross Boundary Phase a Nomination Agreement shall be entered into with both Councils) and shall not let Dispose or otherwise permit Occupation of any of the Affordable Dwellings for Rent on a Phase until such Nomination Agreement(s) covering that Phase has been entered into on terms acceptable to the Relevant Council in respect of the Affordable Dwellings for Rent unless otherwise agreed in writing with the Relevant Council.
- 2.2 On the first and any subsequent letting of an Affordable Dwelling for Rent the Relevant Council will (unless otherwise agreed in writing) nominate eligible applicants in accordance with the Allocation Policy and Nomination Agreement (and priority will go to applicants who have a local connection in accordance with the Local Connection Cascade provided at the Seventh Schedule).
- 2.3 The Registered Provider shall not Dispose of any interest in any of the Affordable Dwellings for Rent other than by way of an assured tenancy or an assured shorthold tenancy under the Housing Act 1988 (or any form of residential tenancy prescribed by statute in substitution for or in addition to those) PROVIDED THAT nothing in this paragraph shall be deemed to prohibit the sale of the Affordable Dwellings individually or together (in any numerical combination) as one transaction (whether or not subject to any tenancy) to a Registered Provider nor prevent any Registered Provider from charging the Affordable Dwellings in whole or part.
- 2.4 The Owners will notify the Relevant Council within 28 days of the transfer of any Affordable Dwellings to a Registered Provider of the plot number, street address, house type, size and tenure of each dwelling and date of transfer.
- 2.5 In the event 100% of a Shared Ownership Dwelling is purchased:

- 2.5.1 the net proceeds from the final sale of the Shared Ownership Dwelling are to be ringfenced by the Registered Provider for five (5) years for the provision of Affordable Housing within the same administrative district (being the East Suffolk District or the Ipswich Borough District as relevant), and should the owner of the Shared Ownership Dwelling wish to sell it he must notify the Registered Provider and allow the Registered Provider to purchase the Shared Ownership Dwelling back in the first instance at Market Value;
- 2.5.2 in the event the Registered Provider purchases the Shared Ownership Dwelling in accordance with this clause at 2.5.1 the Shared Ownership Dwelling will be marketed as such subject to the terms of this Deed; and
- 2.5.3 in the event the Registered Provider declines to purchase the Shared Ownership Dwelling or fails to notify the owner of the Shared Ownership Dwelling of its intention to make an offer to purchase the dwelling within twenty-eight (28) days of the notification as specified in this clause at 2.5.1, then the owner of the Shared Ownership Dwelling may sell it on the open market from the terms of this Deed.

3 First Homes

- 3.1 The First Home shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:
- a) the Eligibility Criteria (National); and
 - b) the Eligibility Criteria (Local).
- 3.2 If after a First Home has been actively marketed for three (3) months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 3.1(b) shall cease to apply.
- 3.3 Subject to paragraphs 3.6 to 3.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than fifty percent (50%) of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee.

3.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

3.4.1 the Relevant Council has been provided with evidence that:

3.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 3.2 applies meets the Eligibility Criteria (Local) (if any);

3.4.1.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price; and

3.4.1.3 the transfer of the First Home includes:

a. a definition of the "Council" which shall be East Suffolk Council in the case of an ESC Dwelling or Ipswich Borough Council in the case of an IBC Dwelling

b. a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in paragraphs 3 of the Second Schedule of the S106 Agreement a copy of which is attached hereto as the Annexure."

c. a definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between and entered into between (1) East Suffolk Council (2) Ipswich Borough Council (3) Suffolk County Council (4) Hopkins Homes Limited and (5) BDW Trading Limited

d. a provision that the First Home is sold subject to and with the benefit of the First Homes Provisions and the transferee acknowledges that it may not transfer or otherwise Dispose of the First Home or any part of it other than in accordance with the First Homes Provisions

e. a copy of the First Homes Provisions in an Annexure

3.4.2 and the Relevant Council has issued the Compliance Certificate and the Relevant Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 3.3 and 3.4.1 have been met.

3.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

In the case of an ESC Dwelling:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by East Suffolk Council of East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

In the case of an IBC Dwelling:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Ipswich Borough Council of Grafton House, 15-17 Russell Road, Ipswich IP1 2DE or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

3.6 The owner of a First Home may apply to the Relevant Council to Dispose of it other than as a First Home on the grounds that either:

3.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 3.1 and 3.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose

of that Dwelling as a First Home in accordance with paragraphs 3.3 and 3.4.1;
or

3.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 3.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship.

3.7 Upon receipt of an application served in accordance with paragraph 3.6 the Relevant Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price.

3.8 If the Relevant Council is satisfied that either of the grounds in paragraph 3.6 above have been made out it shall confirm in writing within twenty-eight (28) days of receipt of the written request made in accordance with paragraph 3.6 that the relevant Dwelling may be Disposed of:

3.8.1 to the Relevant Council at the Discount Market Price; or

3.8.2 (if the Relevant Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home;

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 3.10 which shall cease to apply on receipt of payment by the Relevant Council where the relevant Dwelling is Disposed of other than as a First Home.

3.9 If the Relevant Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 3.6 above have been made out then it shall within twenty-eight (28) days of receipt of the written request made in accordance with paragraph 3.6 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Relevant Council in accordance with paragraph 3.6 following which the Relevant Council must within twenty-eight (28) days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.

- 3.10 Where a Dwelling is Disposed of other than as a First Home or to the Relevant Council at the Discount Market Price in accordance with paragraphs 3.8 or 3.9 above the owner of the First Home shall pay to the Relevant Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.
- 3.11 Upon receipt of the Additional First Homes Contribution the Relevant Council shall:
- 3.11.1 within twenty-eight (28) Working Days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 3.5 where such restriction has previously been registered against the relevant title; and
- 3.11.2 apply all monies received towards the provision of Affordable Housing.
- 3.12 Any person who purchases a First Home free of the restrictions in the Second Schedule of this Deed pursuant to the provisions in paragraphs 3.9 and 3.10 shall not be liable to pay the Additional First Homes Contribution to the Relevant Council.
- 3.13 Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 3.14 – 3.17 below.
- 3.14 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Relevant Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.
- 3.15 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Relevant Council and the Relevant Council consents in writing to the proposed letting or sub-letting. The Relevant Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

- a. the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
 - b. the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;
 - c. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - d. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - e. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - f. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 3.16 A letting or sub-letting permitted pursuant to paragraph 3.14 or 3.15 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 3.17 Nothing in this Second Schedule prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation (except where other local policies restrictions apply) provided that the First Home remains at all times the First Home Owner's main residence.
- 3.18 An application fee will be payable on each and every application for a First Home in line with the Relevant Council's set charges for such applications.

4 Shared Equity Dwellings

- 4.1 The maximum price payable in respect of the Disposal of a Shared Equity Dwelling (if provided) shall not exceed seventy-five (75%) of the Market Value (for sale or leasehold purposes) as certified by a Valuer.
- 4.2 The Shared Equity Dwellings shall only be Disposed of (which term shall include a freehold sale or sale of a registrable lease) to a Qualifying Person in accordance with the Local Connections Cascade and on the terms specified herein PROVIDING THAT

in the event they are transferred to a Registered Provider clauses 4.4 to 4.6 of this Schedule shall not apply:

- 4.3 In respect of the Shared Equity Dwellings the Owners covenant to agree the Shared Equity Sales Procedure with the Relevant Council no less than eight (8) weeks prior to marketing a Shared Equity Dwelling for its first sale.
- 4.4 Any dispute over the Market Value is to be determined by an independent expert who is a chartered surveyor of not less than ten (10) years' standing who is experienced in the field of valuing and selling residential property such as the Shared Equity Dwellings.
- 4.5 No purchaser of a Shared Equity Dwelling shall sub-let or otherwise rent out such Shared Equity Dwelling (unless approved in writing by the Relevant Council).
- 4.6 In the event one hundred percent (100%) of the Shared Equity Dwelling is purchased:
 - 4.6.1 the net proceeds from the sale of the Second Charge of the Shared Equity Dwelling are to be ring-fenced by the Registered Provider for five (5) years for the provision of Affordable Housing within the same administrative district (the Ipswich Borough District); and
 - 4.6.2 the owner of the Shared Equity Dwelling may sell it on the open market free from the terms of this Deed.

Part 1A – Affordable Housing Mix Table

ESC	% of 1 bed homes	% of 2 bed homes	% of 3 bed homes	% of 4 bed homes
Total homes (%)	30	40	25	5
Affordable Rented Dwellings	15	20	12	3
M4(2/3)	8	10	6	0
Shared Ownership Dwellings	8	10	6	1
M4(2/3)	4	5	3	0
First Homes	8	10	6	1
M4(2/3)	4	5	3	0
Grand total (%)	31	40	24	5

IBC	% of 1 bed homes	% of 2 bed homes	% of 3 bed homes	% of 4 bed homes
Total homes (%)				
Affordable Rented Dwellings	12	18	12	18
Intermediate Dwellings and First Homes	8	14	14	4
Grand total (%)	20	32	26	22

Part 2 - Open Space

The Owners hereby covenant with the Councils as follows (unless otherwise agreed in writing by the Owners and the Relevant Council):

- 1 The Owners covenant with the Relevant Council that they shall submit the Open Space Specification and the Communal Areas Maintenance and Management Plan for a Phase to the Relevant Council for written approval prior to Commencement of Development of that Phase PROVIDED THAT in the case of a Cross Boundary Phase the Open Space Specification and the Communal Areas Maintenance and Management Plan for that Cross Boundary Phase shall be submitted to the Councils and approved in accordance with clause 18.
- 2 Unless otherwise agreed with the Relevant Council in writing the Owners further covenant to lay out the Open Space in a Phase prior to first Occupation 75% of the Dwellings on that Phase or prior to first Occupation of any of the Dwellings immediately adjacent to the Open Space on that Phase, wherever is sooner, in accordance with the Open Space Specification as approved by the Relevant Council.
- 3 Unless otherwise agreed with the Relevant Council in writing the Owners shall transfer the Open Space and the Communal Areas for each Phase to a Management Company or such other organisation as may subsequently be agreed in writing with the Relevant Council within twelve (12) months of Occupation of the final Dwelling constructed pursuant to the Planning Permission and for the avoidance of doubt parts of the Open Space or Communal Areas may be transferred to separate Management Companies.
- 4 Unless otherwise agreed with the Relevant Council in writing the Owners covenant that they shall:
 - 4.1 Not dispose of any of the Dwellings:
 - 4.1.1 until the details of the Management Company and the Service Charge Terms have been submitted to and approved by the Relevant Council in writing;
 - 4.1.2 without the inclusion of the approved Service Charge Terms in the sale/lease documents;

- 4.1.3 until a sum of money has been paid to the Management Company to fund the management and maintenance of the Open Space and the Communal Areas during the period up until the point in time that funds received from future owners of the Dwellings pursuant to the Service Charge Terms are sufficient to fully fund such management and maintenance such sum having been previously approved by the Relevant Council;
 - 4.2 Not dispose of the Open Space or the Communal Areas other than to the approved Management Company; and
 - 4.3 To ring fence funds paid to the Management Company pursuant to paragraph 4.1.3 and the Service Charge Terms for use solely in relation to the management and maintenance of the Open Space and the Communal Areas.
- 5 Following the laying out and landscaping of the Open Space on a Phase in accordance with the approved Open Space Specification and the laying out of the Communal Areas in accordance with the Planning Permission for that Phase the Open Space and the Communal Areas shall be properly maintained and managed in accordance with the principles of good estate management and strictly in accordance with the approved Open Space Specification and the Communal Areas Maintenance and Management Plan for that Phase until such time as the Open Space and the Communal Areas have been transferred to a Management Company or such other organisation as may be agreed with the Relevant Council.
- 6 In the event that:
- 6.1 the Open Space and/or the Communal Areas are not managed and maintained in accordance with this Schedule; and/or
 - 6.2 the Management Company either ceases to exist or goes into administration;
- the Relevant Council may upon providing not less than twenty-eight (28) days' written notice enter the Site and carry out any works reasonably required to remedy the defect and recover the proper and reasonable costs and expenses incurred from the Owners or the Management Company (as applicable).

7 Following completion of the Open Space and the Communal Areas they shall (in perpetuity):

7.1 Not to be used for any purpose other than as public open space or communal areas for the benefit of members of the public;

7.2 Be maintained and managed in a clean and tidy condition in accordance with the approved Open Space Specification and the Communal Areas Maintenance and Management Plan (whichever is applicable);

7.3 Not to be built on or allowed to be built on any building on the Open Space or Communal Areas, subject to any reasonable restrictions imposed in the interest of public safety or for the ancillary use of the Open Space or the Communal Areas.

8 Any transfer of any Open Space and the Communal Areas pursuant to paragraph 3 above shall be in accordance with the following terms (unless otherwise agreed in writing between the Owners and the Relevant Council):

8.1 in consideration of the sum of one pound (£1.00) to be paid to the Owners and shall contain a covenant by the transferee not to use or suffer or permit to be used the land transferred otherwise than for the purpose of providing public recreation and amenity facilities or for the maintenance of the Open Space and the Communal Areas;

8.2 a covenant from the transferee to maintain the Open Space in accordance with the Open Space Specification and to maintain the Communal Areas in accordance with the Communal Areas Maintenance and Management Plan, in perpetuity;

8.3 free of all financial charges and other encumbrances that may materially affect use of the Open Space and the Communal Areas for such purposes; and

8.4 with vacant possession;

and the Owners shall furnish a copy of the transfer referred to in paragraph 3 above to the Relevant Council

- 9 Prior to any transfer of the Open Space or the Communal Areas to a Management Company the Owners shall:
- 9.1 Create or engage a Management Company; and
 - 9.2 Submit the proposed memorandum, articles of association and the form of transfer of the Open Space or the Communal Areas to the Management Company in relation to the future maintenance of the same in perpetuity (including any contributions or other payments to be made by occupants of the Development from time to time or any other party) to the Councils (or Relevant Council where appropriate) for approval in writing (such approval not to be unnecessarily delayed or withheld).
- 10 Where a Management Company is to be constituted (as opposed to appointed) solely for the purpose of maintaining the Open Space and the Communal Areas it shall be constituted to ensure that an appropriate mechanism is in place for securing that future owners of the Dwellings enter into direct covenants with the Management Company in respect of the maintenance costs for the Open Space and the Communal Areas for all Dwellings.

Part 3 - RAMS Mitigation Contributions

The Owners hereby covenant with the Councils as follows (unless otherwise agreed in writing by the Owners and the Relevant Council):

- 1 Not to Commence Development or allow the Commencement of Development on a Phase until the RAMS Mitigation Contribution for that Phase has been paid to the Relevant Council.

Part 4 – Healthcare Contribution

The Owners hereby covenant with IBC as follows (unless otherwise agreed in writing by the Owners and IBC):

- 1 Not to Occupy any Dwellings on a Phase until 50% of the Healthcare Contribution for that Phase has been paid to IBC.
- 2 Not to Occupy more than 50% of the Dwellings on a Phase until the balance of the Healthcare Contribution for that Phase has been paid to IBC.

Part 5 – Custom and Self-build

The Owners hereby covenant with ESC as follows (unless otherwise agreed in writing by the Owners and ESC):

- 1 Custom and Self-build Marketing Strategy:
 - 1.1 Unless otherwise agreed in writing, the Owners will provide at least 5% of the total number of ESC Dwellings on the ESC Development as Custom and Self-build Plots PROVIDED THAT such provision is only required in the event that 100 Dwellings or more are to be provided on the ESC Development.
 - 1.2 The Owners covenant to submit the Marketing Strategy for the Custom and Self-build Plots to ESC for approval prior to, or in conjunction with, the submission of the first Reserved Matters Application.
 - 1.3 Following approval of the Marketing Strategy each Custom and Self-build Plot shall be Marketed Appropriately.

- 1.4 The Owner covenants that no more than 50% of the Market Dwellings on the ESC Site shall be Occupied until the Marketing Period has commenced (unless otherwise agreed in writing with ESC).
- 1.5 The Owners shall inform ESC and provide marketing materials on first advertising of the Custom and Self-build Plots to enable ESC to notify persons on the ESC's Custom and Self-build Register.
- 1.6 If at the end of the Marketing Period the Owners have been unable to sell one or more Custom and Self-build Plots the Owners shall provide evidence to ESC's reasonable satisfaction the Custom and Self-build Plots have been Marketed Appropriately.
- 1.7 ESC shall provide written acceptance or rejection of the evidence provided at 1.6 of this Part 5 of the Second Schedule (such approval/rejection not be unreasonably withheld).
- 1.8 If ESC provides approval of the evidence provided at 1.6 of this Part 5 the Owners shall be free to convert the Custom and Self-build Plots to Market Dwellings and/or Affordable Housing (at the election of the Owners).
- 1.9 If ESC rejects the evidence provided at 1.6 of this Part 5 of the Second Schedule, it will provide the further steps required to reasonable satisfy the requirement that the Custom and Self-built plots have been Marketed Appropriately.
- 1.10 Evidence that Custom and Self-build Plots have been Marketed Appropriately shall include:
- Dated details of published marketing material,
 - Dated estate agent instructions,
 - Dated social media posts,
 - Dated correspondence with the Council in respect of marketing to those on the Council's custom and self-build housing register,

- Dated records of sales enquiries and outcomes of those, and
- Dated changes in sales price.

Custom and Self-build Design Code:

- 1.11 The Owners covenant to submit the Custom and Self-build Design Code to the Relevant Council for approval prior to, or in conjunction with, the submission of the first Reserved Matters Application.
- 1.12 The Custom and Self-build Dwellings shall be constructed in accordance with the approved Custom and Self-build Design Code.
- 1.13 The Owners covenant to act in good faith in trying to agree both the terms of and the exchange of the Custom and Self-build Sale Contract and not to take any unreasonable steps which would otherwise frustrate such exchange.

THIRD SCHEDULE

The Owners' Covenants with the County

Part 1 – Education Contributions

The Owners hereby covenant with the County as follows (unless otherwise agreed in writing by the Owners and the County):

1 Secondary Education Contribution

- 1.1 To pay 25% of the Secondary Education Contribution for a Phase to the County prior to the Occupation of any Dwellings on a Phase.
- 1.2 Not to Occupy or allow Occupation of any Dwellings on a Phase until 25% of the Secondary Education Contribution for that Phase has been paid to the County.
- 1.3 To pay a further 75% of the Secondary Education Contribution for a Phase to the County prior to the Occupation of 50% of the Dwellings on a Phase (rounded down to the nearest whole Dwelling).
- 1.4 Not to Occupy or allow Occupation of 50% of the Dwellings on a Phase (rounded down to the nearest whole Dwelling) until a further 75% of the Secondary Education Contribution for that Phase has been paid to the County.

2 Sixth Form Contribution

- 2.1 To pay 25% of the Sixth Form Contribution for a Phase to the County prior to the Occupation of any Dwellings on a Phase.
- 2.2 Not to Occupy or allow Occupation any Dwellings on a Phase until 25% of the Sixth Form Contribution for that Phase has been paid to the County.
- 2.3 To pay a further 75% of the Sixth Form Contribution for a Phase to the County prior to the Occupation of 50% of the Dwellings on a Phase (rounded down to the nearest whole Dwelling).

- 2.4 Not to Occupy or allow Occupation of 50% of the Dwellings on a Phase (rounded down to the nearest whole Dwelling) until a further 75% of the Sixth Form Contribution for that Phase has been paid to the County.

3 SEND Contribution

- 3.1 To pay 25% of the SEND Contribution for a Phase to the County prior to the Occupation of any Dwellings on a Phase.
- 3.2 Not to Occupy or allow Occupation of any Dwellings on a Phase until 25% of the SEND Contribution for that Phase has been paid to the County.
- 3.3 To pay a further 75% of the SEND Contribution for a Phase to the County prior to the Occupation of 50% of the Dwellings on a Phase (rounded down to the nearest whole Dwelling).
- 3.4 Not to Occupy or allow Occupation of more than 50% Dwellings on a Phase (rounded down to the nearest whole Dwelling) until a further 75% of the SEND Contribution for that Phase has been paid to the County.

Part 2A – Early Years Facility

The provisions of this Part 2A of this Third Schedule shall only apply in the event that the Inspector appointed to determine the Appeal finds in his/her Decision Letter that Part 2A of this Third Schedule shall apply, and in the event the Inspector does not so find, the provisions of this Part 2A shall have no effect.

1 Notice of the Early Years Facility Land

- 1.1 The Owners covenant to provide the County with notice in writing of the proposed location of the Early Years Facility Land on the Site at least twenty-five (25) Working Days prior to the submission of any Reserved Matters Application.
- 1.2 The County covenants to provide written confirmation of acceptance or rejection of the location of the Early Years Facility Land on the Site within twenty-five (25) days of notice being served in accordance with paragraph 1.1 of this Part 2A of the Third Schedule.

- 1.3 In the event that written confirmation or rejection in accordance with paragraph 1.2 of this Part 2A of the Third Schedule is not provided by the County to the Owners, it shall be deemed that the location of the Early Years Facility Land is approved.
- 1.4 In the event that a Relevant Authority determines a location for the Early Years Facility Land otherwise than as agreed by the County all parties shall use all reasonable endeavours to agree the same with the Relevant Authority.

2 Early Years Facility

- 2.1 The Owners covenant with the County (unless otherwise agreed in writing with the County):

- 2.1.1 To reserve the Early Years Facility Land during the First Option Period;
- 2.1.2 To transfer to the County the Early Years Facility Land following receipt during the First Option Period of written notice from the County that the County requires the Early Years Facility Land and such transfer shall be subject to the County Transfer Terms or such alternative terms as the Owners and County may reasonably agree (both acting reasonably and in reasonable consideration of the intended use of the Early Years Facility Land);
- 2.1.3 The Owner shall pay the Early Years Contribution to the County prior to the first Occupation of the 150th Dwelling;
- 2.1.4 During the First Option Period and until any transfer to the County Council following receipt of written notice pursuant to paragraph 2.1.2 of this Part 2A of the Third Schedule not to use or allow or permit any works or activities to be carried out on the Early Years Facility Land that may render the Early Years Facility Land unsuitable for use as an Early Years Facility;
- 2.1.5 To allow the County and / or the County Nominee or agents access to the Early Years Facility Land with or without vehicles plant and machinery for the purposes of investigation or verification that the Early Years Facility Land is suitable for use as an Early Years Facility and to verify that the Owners have complied with its obligations to fully service the Early Years Facility Land;

PROVIDED THAT in the event that the County have not served written notice in accordance with paragraph 2.1.2 of this Part 2A of the Third Schedule during the First Option Period or the County serve written notice on the Owners at any time that they no longer require the Early Years Facility Land the Owners shall pay the Early Years (Off-Site) Contribution to the County within ten (10) Working Days of the end of the First Option Period and on the date of such payment all obligations in this Part 2A of the Third Schedule shall cease to have any effect and the Owners shall be free to use or dispose of the Early Years Facility Land free of any restriction under this Part 2A.

Part 2B – Early Years Facility

The provisions of this Part 2B of this Third Schedule shall apply unless the Inspector appointed to determine the Appeal finds in his/her Decision Letter that Part 2A of this Third Schedule shall apply in the alternative, and in the event the Inspector does so find, the provisions of this Part 2B shall have no effect.

1 Notice of the Early Years Facility Land and Election

- 1.1 The Owners covenant to provide the County with notice in writing at least twenty-five (25) working days prior to the submission of any Reserved Matters Application of the proposed location of the Early Years Facility Land on the Site.
- 1.2 The Owners covenant prior to the Commencement of Development to provide the County with notice in writing of whether the Owner elects to offer the Early Years Facility Land first to the County or an Operator and for the avoidance of doubt such election will not require the approval of the County.
- 1.3 The County covenants to provide written confirmation of acceptance or rejection of the location of the Early Years Facility Land on the Site within twenty-five (25) days of notice being served in accordance with paragraph 1.1 of this Part 2B of the Third Schedule.
- 1.4 In the event that written confirmation or rejection in accordance with paragraph 1.3 of this Part 2B of the Third Schedule is not provided by the County to the Owners, it shall be deemed that the location of the Early Years Facility Land is approved.

- 1.5 In the event that the local planning authority determines a location for the Early Years Facility Land should be otherwise than agreed by the County all parties shall use all reasonable endeavours to agree subject always to the provisions of clause 13.

2 Early Years Facility– County Transfer

- 2.1 In the event that the Owners elect to transfer to County pursuant to paragraph 1.2 of Part 2B of the Third Schedule the following provisions shall apply (unless otherwise agreed in writing with the County):

2.1.1 The Owners covenant with the County as follows:

2.1.1.1 To reserve the Early Years Facility Land for the duration of the First Option Period and for the duration thereof not to use or allow or permit any works or activities to be carried out on the Early Years Facility Land that may render the Early Years Facility Land unsuitable for use as an Early Years Facility;

2.1.1.2 To transfer to the County the Early Years Facility Land prior to the Occupation of 150 Dwellings following receipt during the First Option Period of written notice from the County that the County requires the Early Years Facility Land and such transfer shall be subject to the County Transfer Terms or such alternative terms as the Owners and County may reasonably agree (both acting reasonably and in reasonable consideration of the intended use of the Early Years Facility Land);

2.1.1.3 On the date that the Early Years Facility Land is transferred to the County in accordance with paragraph 2.1.1.2 of this Part 2B the Owner shall pay the Early Years Contribution;

2.1.1.4 To allow the County and / or the County Nominee or agents access to the Early Years Facility Land for the duration of the First Option Period with or without vehicles plant and machinery for the purposes of investigation or verification that the Early Years Facility Land is suitable for use or development of an Early Years Facility and to verify that the Owners have complied with its obligations to fully service the Early Years Facility Land;

- 2.1.2 In the event that the County have not served written notice in accordance with paragraph 2.1.1 of this Part 2B of the Third Schedule during the First Option Period or the County serve written notice on the Owners at any time that they no longer require the Early Years Facility Land then the Owners shall pay the Early Years (Off-Site) Contribution to the County within ten (10) Working Days of the end of the First Option Period or the date of the notice from County that they no longer require the Early Years Facility Land (as relevant) and on the date of such payment the obligations in this Part 2B of the Third Schedule shall cease to have any effect and the Owners shall be free to use or dispose of the Early Years Facility Land free of any restriction.
- 2.2 In the event that the Owners elect to transfer or lease to an Operator pursuant to paragraph 1.2 of Part 2B of the Third Schedule, the Owners covenant with the County (unless otherwise agreed in writing with the County):
- 2.2.1 The Owners will submit the Marketing Scheme to the County for approval prior to first Occupation of any Dwelling;
- 2.2.2 The Owners will undertake marketing in accordance with the approved Marketing Scheme for a period of three (3) months and:
- 2.2.2.1 In the event that no interest has been forthcoming from potential Operators:
- 2.2.2.1.1 where the Owners have elected to offer the Early Years Facility Land first to an Operator in accordance with paragraph 1.2 of Part 2B of the Third Schedule, then paragraph 2.1.1 shall apply as if references to 'First Option Period' were to 'Second Option Period'; or
- 2.2.2.1.2 where the County have been offered the Early Years Facility Land in accordance with paragraph 2.1 and refused not accepted the offer within the First Option Period or have served written notice on the Owners at any time that they no longer require the Early Years Facility Land then the obligations in this Part 2B of the Third Schedule (save for paragraph 2.1.2) shall cease to have any effect and the Owners shall be free to use or

dispose of the Early Years Facility Land free of any restriction under this Part 2B of the Third Schedule;

2.2.2.2 In the event that interest from a potential Operator is forthcoming pursuant to the marketing undertaken in accordance with paragraph 2.2.4 of this Part 2B of the Third Schedule, the Owners:

2.2.2.2.1 shall notify the County of the identity of the Operator;

2.2.2.2.2 shall submit the Early Years Facility Scheme to the County for approval prior to the Occupation of no more than 60 Dwellings;

2.2.2.2.3 shall submit a Reserved Matters Application (or application for planning permission) for the Early Years Facility prior to the Occupation of no more than 90 Dwellings;

2.2.2.2.4 shall Commence development of the Early Years Facility in accordance with the approved Early Years Facility Scheme prior to the Occupation of no more than 150 Dwellings;

2.2.2.2.5 shall not Occupy or allow Occupation of no more than 250 Dwellings unless and until the Early Years Facility is operational;

2.2.2.2.6 shall only transfer the Early Years Facility in accordance with the Operator Transfer Terms; and

2.2.2.2.7 covenants that in the event an Operator closes or ceases to operate the Early Years Facility for more than a 3 month period after completion of the Early Years Facility (other than in circumstances it would be unlawful for the Early Years Facility to be operated by the Operator), the Owner of the Early Years Facility Land must notify the County and offer to transfer the Early Years Facility Land to County or their nominee on the County Transfer Terms

PROVIDED THAT if such offer is not accepted by the County within one (1) year, the obligations in this Part 2B of the Third Schedule shall cease to have any effect and the Owner of the Early Years Site shall be free to use or dispose of the Early Years Facility Land free of any restriction under this Part 2B of the Third Schedule.

- 2.3 The Owners may at any time prior to the Occupation of 125 Dwellings serve written notice on the County offering a transfer of the Early Years Facility Land and if the County accepts such transfer within six (6) months the Owners shall transfer the Early Years Facility Land to the County on the County Transfer Terms or such alternative terms as the Owners and County may reasonably agree (both acting reasonably and in reasonable consideration of the intended use of the Early Years Facility Land).
- 2.4 In the event that the Early Years Facility Land is transferred to the County in accordance with paragraph 2.3 of this Part 2A, the Owner shall pay the Early Years Contribution on the date of the transfer of the Early Years Facility Land or prior to the first Occupation of the 150th Dwelling whichever is the earlier PROVIDED THAT the Early Years Contribution shall only be payable in the event that no Early Years Facility has been constructed provided or its provision or construction committed to by way of contract by such time.
- 2.5 The County covenants to provide written confirmation of acceptance or rejection of the Marketing Scheme within two (2) months of notice being served in accordance with paragraph 2.2.1 of this Part 2B of the Third Schedule.
- 2.6 In the event that written confirmation or rejection in accordance with paragraph 2.5 of this Part 2B of the Third Schedule is not provided by the County to the Owners, it shall be deemed that the Marketing Scheme is approved
- 2.7 The County covenants to provide written confirmation of acceptance or rejection of the Early Years Facility Scheme within two (2) months of submission to the County in accordance with this Part 2B.
- 2.8 In the event that written confirmation or rejection in accordance with paragraph 2.7 of this Part 2B of the Third Schedule is not provided by the County to the Owners, it shall be deemed that the Marketing Scheme is approved.

Part 2C– Early Years Facility

1 County Transfer Terms

- (a) The transfer shall be for a consideration not exceeding in total the sum of one pound (£1.00) sterling;
- (b) The Owners shall transfer the fee simple estate to the County free from encumbrances which would prevent the transfer and use of the Early Years Facility Land for use and/or development of an Early Years Facility and such ancillary uses as the Council may reasonably require including but not limited to use classes F1(a) F2(b) and F2(c);
- (c) The transfer shall include all easements and rights necessary in relation to pedestrian cyclist and vehicular access via a road which is constructed and thereafter maintained by the Owners (or a person so authorised by them) to highway adoption standards at the cost of the Owners for the benefit of the Early Years Facility Land until such time as such road may be adopted by the County as a highway maintainable at the public expense;
- (d) The Early Years Facility Land shall be flat, free of contamination and fully serviced (meaning the installation of reasonable utility services (as set out below) to the boundary of the Early Years Facility Land) within a reasonably agreed timescale (dependent on the proposed date of transfer of the Early Years Facility Land and the extent to which the remainder of the Development has progressed and of no less than six (6) months from the date of transfer) with full and free rights to the land boundary as reasonably practicable for the purposes of installing, providing and maintaining and using utility services including connection rights into the site wide surface water drainage system, foul sewer, water, electricity, gas, telephone, and superfast broadband for a pre-school of a stated capacity no less than 90 places (provided that such superfast broadband is available within the locality at the time of installation of the services or such other broadband as is available in the event that it is not) and for the avoidance of doubt the Owners will bear the full costs of the installation of the above services;
- (e) The Early Years Facility Land to be otherwise in accordance with the Land Specification;

- (f) The transfer shall include the right to grant a lease of or dispose of the Early Years Facility Land in whole or in part to a third party nominated by the Council ("County Nominee").

2 Operator Transfer Terms

- (a) The Owners shall transfer the fee simple estate to the Operator which shall substantially be in accordance with the Land Specification and otherwise be free from encumbrances which would prevent the transfer and use of the Early Years Facility Land for use and/or development of an Early Years Facility and such ancillary uses as the Council may reasonably require including but not limited to use classes F1(a) F2(b) and F2(c);
- (b) The transfer shall include all easements and rights necessary in relation to pedestrian cyclist and vehicular access via a road which is constructed and thereafter maintained by the Owners (or a person so authorised by them) to highway adoption standards at the cost of the Owners for the benefit of the Early Years Facility Land until such time as such road may be adopted by the County as a highway maintainable at the public expense;
- (c) The Early Years Facility Land shall be flat, free of contamination and fully serviced (meaning the installation of reasonable utility services (as set out below) to the boundary of the Early Years Facility Land) within a reasonably agreed timescale (dependent on the proposed date of transfer of the Early Years Facility Land and the extent to which the remainder of the Development has progressed and of no less than six (6) months from the date of transfer) with full and free rights to the land boundary as reasonably practicable for the purposes of installing, providing and maintaining and using utility services including connection rights into the site wide surface water drainage system, foul sewer, water, electricity, gas, telephone, and superfast broadband for a pre-school of a stated capacity no less than 90 places (provided that such superfast broadband is available within the locality at the time of installation of the services or such other broadband as is available in the event that it is not) and for the avoidance of doubt the Owners will bear the full costs of the installation of the above services;
- (d) The Early Years Facility Land to be otherwise in accordance with the Land Specification;

- (e) The transfer shall include an obligation on the transferee to notify the County of any closure or cessation of use of the Early Years Facility for a period of (1) month or more.
- (f) The transfer shall include an obligation on the transferee that in the event an Operator closes or ceases to operate the Early Years Facility for more than a 3 month period after completion of the Early Years Facility (other than in circumstances it would be unlawful for the Early Years Facility to be operated by the Operator), the Owner of the Early Years Site must notify the County and offer to transfer the Early Years Site to County or their nominee on the County Transfer Terms PROVIDED THAT if such offer is not accepted by the County within one (1) year, such obligation shall cease to have effect

Part 2D – Land Specification

The Early Years Facility Land shall be:

- suitable for the construction of high quality education buildings and outside spaces
- contamination free and covered with at least 30cm of clean free draining topsoil
- accessible from suitable public Highways
- served by safe direct walking & cycling routes
- protected from flooding and incorporated into a suitable SUDS system serving the Site
- outside the cordon sanitaire of any sewage plant
- suitably fenced including gates at all proposed access points

The Early Years Facility Land shall be free of/from:

- encumbrances
- items or structures of archaeological interest subject however to the findings of an archaeological investigation carried out by the Owners prior to the transfer of the Early Years Facility Land
- protected species or habitats of special interest
- soil and water table contamination
- radiation or potential sources thereof
- invasive plants such as Japanese Knotweed
- buildings and other surface structures
- pipes, conduits, chambers and or cables (including any high pressure pipes or high voltage cables within ten meters of the Early Years Facility Land) subject to those services that are required to serve the Early Years Facility Land.
- ponds, ditches or water courses
- foundations, fuel tanks and other buried structures
- spoil and fly tipping
- void spaces including wells, sumps and pits
- any material that could negatively impact on the buildings and or their occupants

The Early Years Facility Land shall not be crossed or affected by:

- public rights of way or access wayleaves
- power-lines
- gas mains
- water or sewage pipes
- ground gasses and or vapours
- an unreasonable level of light pollution such that the Early Years Facility Land is unsuitable for the provision of the Early Years Facility

Part 2E – Build Specification

Internal area

Ratio of play space required per child

- 3.5 sq m 0-2 yrs
- 2.5 sq m 2-3yrs
- 2.3 sq m 3-5yrs

based on the net useable area and must not include storage areas, thoroughfares, dedicated staff areas, cloakrooms etc.

Acoustics in main room must always be considered in design.

There should be adequate space to give scope for free movement and well-spread activities. The area should be suitable for sand and water play, painting and other creative activities. Floor covering should therefore be suitable and easy to clean.

- One adult and one child height sink with worktops and cupboards should be situated in this area for messy play.
- Outdoor play space must be available to all EY rooms and Children must be able to flow freely inside and outside. Children should therefore be able to manage doors safely and independently to ensure that heat is retained on cold days.
- Access directly off the main play space to outside play space with canopy for free-flow .
- The cloakroom area and toilets should be accessible from the main play area so that children can get to them easily.
- Wall space for displays - Display facilities are important, and where appropriate the walls should be covered with pinboard at eye level for an under-5s, with the exception of the pinboards in the foyer which should be at adult height for staff/parents.
- There should be sufficient windows, giving adequate natural lighting, ensuring daylight is the main source of light. Windows however should be sighted in areas which do not interrupt wall play space which could be used to create areas or displays. Skylights and light from outside doors are preferred.
- Vinyl floor covering throughout. Possible carpet in the office.
- Barrier matting at external doors.
- The main play space is to have an area for children who wish to relax, play quietly or sleep. This area can be appropriately zoned with the support of the Early Years and Childcare team and does not need to be considered at the design stage
- Small lobby/cloakroom for children's coats and belongings. (Coat pegs should be supplied at child height).
- Resource Storage; 1 storage cupboard with shelving off the main play space.
- Domestic storage; One lockable cupboard large enough to house the mop, hoover cleaning materials etc.

- Guidance required from Vertas – a lockable cleaners/chemical store will be needed, and an area for de-boxing supplies before entering the main kitchen area.
- Toilets: 1 toilet and hand basin per 10 children. Staff/Accessible WC. (Two sinks to meet DDA.) The store and toilets should lead directly off from the playroom so that staff can supervise and children can access easily when playing outside, and lead directly from wet/messy activities area. Safety flooring is required. The design of the partitions should allow some privacy for children and space for adults to give assistance, yet permit adequate supervision. Space for a free standing nappy changing table should be allowed for in the toilet area.
- Office space large enough to provide 2 desks for administrative tasks. The office space needs to be located so that it looks into the front foyer. Door from office leads into front foyer. Desks need to be arranged to provide sufficient space for a lockable filing cabinet underneath and full wall space available for shelving for files.
- Staff room to include break-out area: Power sockets for a kettle etc. Space for table and 2 chairs. There needs to be space and power supply for a fridge and provision for small appliance. There must be room for staff lockers. One sink. Kitchen to include drawer for cutlery and tea towels etc.
- **Kitchen space**
 - Space and power supply for:
 - 2 x domestic under counter fridges,
 - 1 x double domestic oven (electric) 900w, (could be gas however keep to electric if gas causes implications with extraction)
 - Extraction canopy
 - 1 x entry level commercial undercounter dishwasher
 - 1 x domestic chest freezer– with stainless steel top (to double up as a prep area)
 - 1 x wall mounted fly killer.
 - The work room/kitchen area should be fitted with a range of domestic kitchen units with a hot and cold water supply. Units should be at adult height and include:
 - Two sinks, one for food prep and one for washing up (consider a s/steel commercial type unit)
 - Plus a handwash sink.
 - Worktop, cupboards under and wall mounted. Drawers should be included in the under-worktop units, in particular deep drawers for cooking utensils.
 - Bin space
 - Work bench with chef drawer
 - Wall cupboard
 - Services for washing machine in cleaners cupboard (if there is a requirement for washing babies nappies, this can't be done in the kitchen due to conflict with food prep).

- Door security required between playroom and kitchen – i.e. keypad or dual handle – (within restrictions from B.Regs/Fire/DDA.
- No need for a radiator within the kitchen area. – heat is not required and it takes up valuable wall space.
- Whiteboard. This should be located on a wall where group work is undertaken. E.g area within the room where the children will sit to listen to stories.
- Dado trunking should conceal cables. The trunking must be positioned with consideration given to height. Child safety considered, and positioning of furniture will impact on the height of trunking.
- Duct provided between early years building and main site to allow for any cables to run between the two buildings.

Security

- CCTV external to and within lobby area - no requirement for other areas inside building.
- External lobby door to be secure with intercom to office.

External Areas:

- Allow between 5 and 9 sqm per child.
- Good drainage for outdoor area
- Secure fencing around the children's play area of at least 2m in height.
- Front entrance area should be designed on an individual basis, depending on the location and site but must provide a secure area where visitors remain separate from the children.
- Outside play area – storage for outdoor resources.
- Canopy on the side of the portacabin where children free-flow access the outside from.
- External lighting, especially near doorways and storage areas.
- Lockable outside tap.
- Lockable outside power sockets with waterproof cover.
- Car Parking, in accordance with planning but ideally there should be six parking spaces for sole use by the pre-school to include accessible spaces.
- Electronic vehicle control to vehicular gate – two separate systems required, one for pre-school staff/visitors, one for school staff/visitors. Staff to gain entry via ID card/badge. Visitors to press relevant buzzer (one each for pre-school/school) linked to respective offices where admin staff can grant access to barrier).
- If a bike storage is a requirement from planning, a discussion with early years regarding the siting and type to be used.

Where practicable, the play area should also include as many of these features as is possible:

- Hard area – this area needs to be free from obstacles so that children can move freely when on a wheeled toy with a trailer. The shape should be informal and interesting rather than regular.

- Grassed area – needs varying gradients – low mound to climb and roll down plus a flat area and hollows.
- Bark or other loose material pathways – can add interest and texture and are useful in areas where wheeled toys are to be discouraged.
- Hard paved pathways – enables children to ride wheeled toys along them.
- Places to hide and be quiet – enables children to reflect, read and have quiet time
- Digging patch – for children to use as they choose
- Raised planters – for children to plant and grow flowers/vegetables
- Habitat area – where animals, insects and birds will be found.
- Planting – trees to provide natural shade. Shrubs and plants with different smells, colours and heights to be included. All to be 'child friendly'.

General

- All utilities to be independent to the building. If this is not possible all controls must be independent of any other building on the site with separate meters.
- Heating: to ensure the building will be maintained at a temperature which ensures the comfort of the children and staff, including non-mobile children. The heating supply should be cost effective to run and sourced, at least partly, from renewable energy such as PV panels.
- Plenty of power sockets and ICT points around the building for flexibility of space.
- Security – Intruder Alarm – Key Pads as appropriate and in discussion with early years on a site by site basis.

Security/intruder alarm – throughout whole building not just entrance areas and main circulation

- Fire Alarm – required for the building. Smoke alarms for all rooms etc. Consideration of where the fire extinguishers and fire blankets would be stored.
- Co2 detector.
- Letterbox.
- Bin Store – which must not be accessible to children.
- Intercom system.

Please consider the following:

Design considers ways to minimise indoor and outdoor hazards.

- Clearly defined emergency exits.
- Facilities, equipment and access to the premises must be suitable for children and adults with disabilities.
- Free flow play will be supported by the design.

Part 3 – Libraries Contribution and Household Waste Contribution

The Owners covenant with the County (unless otherwise agreed in writing with the County):

- 1 To pay the Libraries Contribution for a Phase to the County prior to the Occupation of the first Dwelling within that Phase and FOR THE AVOIDANCE OF DOUBT no Libraries Contribution is payable in relation to an ESC Phase.
- 2 Not to Occupy or allow Occupation of any Dwellings on a Phase until the Libraries Contribution for that Phase has been paid to the County and FOR THE AVOIDANCE OF DOUBT no Libraries Contribution is payable in relation to an ESC Phase.
- 3 To pay the Household Waste Contribution for a Phase to the County prior to the Occupation of the first Dwelling within that Phase and FOR THE AVOIDANCE OF DOUBT no Household Waste Contribution is payable in relation to an ESC Phase.

Part 4 – Travel Plan Evaluation and Support Contribution

The Owners hereby covenant with the County as follows (unless otherwise agreed in writing by the Owners and the County):

- 1 To pay the Travel Plan Evaluation and Support Contribution in respect of the Residential Travel Plan to the County prior to first Occupation of the first (1st) Dwelling and thereafter to pay a further Travel Plan Evaluation and Support Contribution on each anniversary of the date of the first (1st) Dwelling Occupation for a minimum period of five (5) years or until one (1) year after the first Occupation of the final Dwelling whichever is the longer period.
- 2 Not to Occupy or permit the first (1st) Dwelling Occupation until the first Travel Plan Evaluation and Support Contribution in respect of Residential Travel Plan has been paid to the County.
- 3 Not to Occupy or permit further Occupations of the Dwellings beyond the anniversary each year of the date of the first (1st) Dwelling Occupation until the relevant payment has been made each year in accordance with paragraph 1 of this Part 4 of this Schedule.

Part 5—Highways and Transport Contributions

The Owners hereby covenant with the County as follows (unless otherwise agreed in writing by the Owners and the County):

- 1 To pay the Traffic Regulation Order Contribution prior to Occupation of any Dwelling.
- 2 Not to Occupy or allow the Occupation of any Dwelling until the Traffic Regulation Order Contribution has been paid to the County.
- 3 To pay the PRoW Contribution to the County prior to the Occupation of any Dwelling.
- 4 Not to Occupy or allow the Occupation of any Dwellings until the PRoW Contribution has been paid to the County.
- 5 To pay the Ipswich Strategic Planning Area Contribution to the County prior to the Occupation of any Dwelling.
- 6 Not to occupy or allow the Occupation of any Dwellings until the Ipswich Strategic Planning Area Contribution has been paid to the County.

Part 6—Passenger Transport

The Owners hereby covenant with the County as follows (unless otherwise agreed in writing by the Owners and the County):

- 1 The Owners covenant to provide the County with notice in writing no later than first Occupation of the Development as to whether the Owners elect to:
 - 1.1 Pay the Passenger Transport Contribution to the County in accordance with paragraph 2 of this Part 6 of the Third Schedule; OR
 - 1.2 Procure the Bus Service in accordance with paragraph 3 of this Part 6 of the Third Schedule
- 2 In the event the Owners serve notice in accordance with paragraph 1.1 of this Part 6 of the Third Schedule: