

SIXTH SCHEDULE

Education

The Owner shall have the choice (to be notified to the County Council by a written notice of election) either to build the Premises for the Primary Schools or to make the Primary School 1 Contribution and/or the Primary School 2 Contribution (as applicable) and/or to build the Secondary School or to make the Secondary School Contribution.

1 PRIMARY SCHOOLS

- 1.1 Subject to the further provisions of this paragraph 1 the Owner shall Reserve the Primary School Sites for the duration of the construction phase of the Development.
- 1.2 The Owner shall not Commence Development of a Phase in which a Primary School is to be located until:
- (a) the County Council and District Council have agreed the location of the Primary School Site for the Primary School in that Phase such Primary School Site to be in the general location shown on Plan 7; and
 - (b) the Owner has made an election under paragraph 1.5 or 1.15, as the case may be, or has made or is deemed to have made an election under paragraph 1.6 or 1.16, as the case may be.

Primary School 1

- 1.3 If the Owner has not elected to build the Premises for Primary School 1 by the date specified in paragraph 1.5(a) the Owner shall not Commence the Development until the Owner has entered into a binding contract with the County Council to Transfer the Primary School 1 Site at nil value and on such other terms as may be agreed at the date of the contract (including a pre-emption right such that in the event that the County Council no longer requires all or part of the Primary School 1 Site for education purposes, it shall first offer it for sale to the Owner; including a mechanism for precise delineation of the boundaries of the land to be transferred, and including provisions allocating responsibility for compliance with paragraphs 4.5 and 4.6 of the Seventh Schedule) forthwith following service by the County Council on the Owner of notification that the Primary School 1 Site is required, (which notification may be served at any time on or after Commencement of Development on Phase 1 provided that no notification may be served in relation to the Primary School Site 1 prior to the Commencement of the Development).
- 1.4 Where the Owner elects not to build the Premises for Primary School 1 pursuant to paragraph 1.6 the Owner shall pay the Primary School 1 Contribution to the County Council as follows:
- (a) 10% (Index Linked) within 2 weeks of receipt of a notice from the County Council confirming that the County Council has resolved to proceed with construction of the Premises for Primary School 1;
 - (b) thereafter 10% (Index Linked) within 2 weeks of the agreed design stage being reached;
 - (c) thereafter 40% (Index Linked) within 2 weeks of issue of the tender for the construction contract to build Primary School 1; and
 - (d) thereafter 40% (Index Linked) within 3 months of commencement of construction of Primary School 1

provided that no part of the Primary School 1 Contribution shall be payable prior to Occupation of the 100th Dwelling.

- 1.5 If the Owner elects to build the Premises for Primary School 1 in lieu of payment of the Primary School 1 Contribution:
- (a) such election shall be made and communicated to the County Council prior to Commencement of the Development and shall submit with the election the School Specification;
 - (b) but the County Council shall not be required to accept such election unless and until it has expressed itself satisfied with the School Specification proposed by the Owner.
- 1.6 Where:
- (a) the County Council is not satisfied (and has so expressed itself) with the School Specification proposed by the Owner; or
 - (b) no notice of election has been given by the date specified in paragraph 1.5(a)
- the Owner shall (subject in connection with paragraph 1.6(a) to the outcome of any referral to an independent expert pursuant to clause 23) be deemed to have elected not to build the Premises for Primary School 1 Provided That for the avoidance of doubt the Owner may serve a notice on the County Council electing not to build the Premises for the Primary School 1 at any time prior to Commencement of Development.
- 1.7 Where the Owner has elected to build Primary School 1 the Owner shall:
- (a) Not Commence the Development until the Owner has entered into a binding contract with the County Council to Transfer the Primary School 1 Site at nil value and on such other terms as may be agreed at the date of the contract (including a pre-emption right such that in the event that the County Council no longer requires all or part of Primary School 1 Site for education purposes, it shall first offer it for sale to the Owner; including a mechanism for precise delineation of the boundaries of the land to be transferred, and including provisions allocating responsibility for compliance with paragraphs 4.5 and 4.6 of the Seventh Schedule) the Transfer to be completed not later than the opening of Primary School 1.
 - (b) Unless otherwise agreed in writing with the County Council ensure that;
 - (i) the Premises for the first form of entry of Primary School 1 providing a pupil capacity of 210 are Practically Completed in accordance with the relevant agreed School Specification and available for use by the first day of term in the September prior to the Occupation of the 300th Dwelling and not to Occupy more than 350 Dwellings until the said Premises has been Practically Completed and are available for use; and
 - (ii) the Premises for second form of entry of Primary School 1 providing a pupil capacity at Primary School 1 of 420 are Practically Completed in accordance with the relevant agreed School Specification and available for use by the first day of term in the September prior to Occupation of the 900th Dwelling and not to Occupy more than 950 Dwellings until the Premises have been Practically Completed and is available for use.
- Primary School 2*
- 1.8 On Occupation of the 1,000th Dwelling the County Council shall carry out the Primary School 2 Review and shall invite and have proper regard to any representations made by the Owner in carrying out the review and in making the Primary School 2 Decision.

- 1.9 The County Council shall use reasonable endeavours to carry out and complete the Primary School 2 Review within 3 calendar months after Occupation of the 1,000th Dwelling.
- 1.10 The County Council shall provide the Owner with the results of the review and serve notice on the Owner of the Primary School 2 Decision within 60 days of completing the Primary School 2 Review. Any dispute arising between the County Council and the Owner in relation to the Primary School 2 Decision shall be dealt with under the dispute provisions set out in Clause 23.
- 1.11 In the event that the Primary School 2 Decision determines that Primary School 2 shall be a two form entry school the Owner shall Reserve 1.93 hectares of land within the Site to accommodate Primary School 2 in accordance with paragraph 1.1 of this Sixth Schedule and in the event that that the Primary School 2 Decision determines that Primary School 2 shall be a two and a half form entry school the Owner shall Reserve 2.35 hectares of land within the Site to accommodate Primary School 2 in accordance with paragraph 1.1 of this Sixth Schedule and in the event that that the Primary School 2 Decision determines that Primary School 2 shall be a three form entry school the Owner shall Reserve 2.77 hectares of land within the Site to accommodate Primary School 2 in accordance with paragraph 1.1 of this Sixth Schedule.
- 1.12 If the Owner has not elected to build the Premises for Primary School 2 by the date specified in paragraph 1.15(a) the Owner shall be deemed to have elected not to build the Premises for Primary School 2 and no more than 1,200 Dwellings may be Occupied until the Owner has entered into a binding contract with the County Council to Transfer the Primary School 2 Site at nil value (and on such other terms as may be agreed at the date of the contract including a pre-emption right such that in the event that the County Council no longer requires all or part of the Primary School 2 site for education purposes it shall first offer it for sale to the Owner; including a mechanism for precise delineation of the boundaries of the land to be transferred, and including provisions allocating responsibility for compliance with paragraphs 4.5 and 4.6 of the Seventh Schedule) forthwith following service by the County Council on the Owner of notification that the Primary School 2 Site is required (which notification may be served at any time after Commencement of Development of the Phase which includes the Primary School 2 Site provided that no notification may be served in relation to the Primary School 2 Site prior to Occupation of the 1,200th Dwelling).
- 1.13 Where the Owner elects not to build the Premises for Primary School 2 the Owner shall pay the Primary School 2 Contribution to the County Council as follows:
- (a) 10% (Index Linked) within 2 weeks of receipt of a notice from the County Council confirming that the County Council has resolved to proceed with construction of the Premises for Primary School 2;
 - (b) thereafter 10% (Index Linked) within 2 weeks of the agreed design stage being reached;
 - (c) thereafter 40% (Index Linked) within 2 weeks of issue of the tender for the construction contract to build Primary School 2; and
 - (d) thereafter 40% (Index Linked) within 3 months of commencement of construction of Primary School 2.
- provided that no part of the Primary School 2 Contribution shall be payable prior to Occupation of the 1,200th Dwelling.
- 1.14 The Primary School 2 Contribution shall be:
- (a) £5,350,000 in the event that Primary School 2 is to be a two form entry school; or
 - (b) £6,546,000 in the event that Primary School 2 is to be a two and a half form entry school; or

(c) £7,600,000 in the event that Primary School 2 is to be a three form entry school

and which of the sums set out at (a), (b) and (c) above shall be payable shall be determined by reference to the size of Primary School 2 which in turn shall be determined pursuant to the Primary School 2 Review.

1.15 The Owner may elect to build the Premises for Primary School 2 in lieu of payment of the Primary School 2 Contribution provided that:

- (a) such election shall be made and communicated to the County Council prior to the earlier of Commencement of development of the Phase in which Primary School 2 is to be located and Occupation of the 1,200th Dwelling and shall submit with the election the School Specification; and
- (b) but the County Council shall not be required to accept such election unless and until it has satisfied with the School Specification proposed by the Owner.

1.16 Where:

- (a) the County Council is not satisfied (and has so expressed itself) with the School Specification proposed by the Owner; or
- (b) no such notice has been given by the date specified in paragraph 1.15(a)

the Owner shall (subject in connection with paragraph 1.16(a) to the outcome of any referral to an independent expert pursuant to clause 23) be deemed to have elected not to build the Premises for Primary School 2 Provided That for the avoidance of doubt the Owner may serve a notice on the County Council electing not to build Primary School 2 at any time prior to the earlier of Commencement of Development of the Phase in which Primary School 2 is to be located and Occupation of the 1,200th Dwelling.

1.17 Where the Owner has elected to build Primary School 2 the Owner shall:

- (a) Not Commence Development on the relevant Phase in which Primary School 2 is to be located or Occupy more than 1,200 Dwellings whichever shall occur earlier until the Owner has entered into a binding contract with the County Council to Transfer the Primary School 2 Site at nil value and on such other terms as may be agreed at the date of the contract (including a pre-emption right such that in the event that the County Council no longer requires all or part of Primary School 2 Site for education purposes, it shall first offer it for sale to the Owner, including a mechanism for precise delineation of the boundaries of the land to be transferred, and including provisions allocating responsibility for compliance with paragraphs 4.5 and 4.6 of the Seventh Schedule) the Transfer to be completed no later than the opening of Primary School 2.
- (b) Unless otherwise agreed in writing with the County Council ensure that:
 - (i) the Premises for the first form of entry of Primary School 2 providing a pupil capacity of 210 are Practically Completed in accordance with the relevant agreed School Specification and available for use by the first day of term in the September prior to the Occupation of the 1,650th Dwelling;
 - (ii) the Premises for the second form of entry of Primary School 2 providing a pupil capacity at Primary School 1 of 420 are Practically Completed in accordance with the relevant agreed School Specification and available for use by the first day of term in the September prior to the Occupation of the 2,550th Dwelling;
 - (iii) if pursuant to the Primary School 2 Review it is determined that Primary School 2 is to be larger than a two form entry school, the remainder of the Premises for

Primary School 2 (as determined by the Primary School 2 Review) are Practically Completed in accordance with the relevant agreed School Specification and available for use by the first day of term in the September prior to the Occupation of the 3,450th Dwelling.

2 SECONDARY SCHOOL

- 2.1 The Owner shall Reserve the Secondary School Site for the duration of the construction phase of the Development provided that the Owner shall not be required to Reserve the Secondary School Site in the event that the County Council serves written notice on the Owner before the Occupation of the 1,200th Dwelling that it does not require the Secondary School Site.
- 2.2 The Owner shall not Commence Development of the Phase in which the Secondary School is to be located until:
- (a) the County Council and the District Council have agreed the location of the Secondary School Site such site to be in the general location shown on Plan 7; and
 - (b) the Owner has made an election under paragraph 2.9 or has made or is deemed to have made an election under paragraph 2.11;
- 2.3 On Occupation of the 900th Dwelling the County Council shall carry out the Secondary School Review and shall invite and have proper regard to any representations made by the Owner in carrying out the review and in making the Secondary School Decision the County Council shall use reasonable endeavours to carry out and complete the Secondary School Review within 3 calendar months of Occupation of the 900th Dwelling.
- 2.4 The County Council shall provide the Owner with the results of the Secondary School Review and serve notice on the Owner of the Secondary School Decision within 60 days of completing the Secondary School Review. Any dispute arising between the County Council and the Owner in relation to the Secondary School Decision shall be dealt with under the dispute provisions set out in Clause 23.
- 2.5 In the event that the Secondary School Decision determines that the Secondary School shall have a pupil capacity of 800 the Owner shall Reserve only 7 hectares of land within the Site to accommodate the Secondary School in accordance with paragraph 2.1 of this Sixth Schedule.
- 2.6 If the Owner has not elected to build the Premises for the Secondary School no more than 1,000 Dwellings may be Occupied until the Owner has entered into a binding contract with the County Council to Transfer the Secondary School Site at nil value and on such other terms as may be agreed at the date of the contract (including a pre-emption right such that in the event that the County Council no longer requires all or part of the Secondary School site for education purposes it shall first offer it for sale to the Owner; including a mechanism for precise delineation of the boundaries of the land to be transferred, and including provisions allocating responsibility for compliance with paragraphs 4.5 and 4.6 of the Seventh Schedule) forthwith following service by the County Council on the Owner of notification that the Secondary School Site is required (which notification may be served at any time after Commencement of Development of the Phase which includes the Secondary School Site provided that no notification may be served in relation to the Secondary School Site prior to Occupation of the 1,000th Dwelling).
- 2.7 If the Owner elects not to build the Premises for the Secondary School the Owner shall pay the Secondary School Contribution to the County Council as follows:
- (a) 10% (Index Linked) within 2 weeks of receipt of a notice from the County Council confirming that the County Council has resolved to proceed with construction of the Premises for the Secondary School;

- (b) thereafter 10% (Index Linked) within 2 weeks of the agreed design stage being reached;
- (c) thereafter 40% (Index Linked) within 2 weeks of issue of the tender for the construction contract to build the Secondary School; and
- (d) thereafter 40% (Index Linked) within 3 months of commencement of construction of the Secondary School.

provided that no part of the Secondary School Contribution shall be payable prior to Occupation of the 1,000th Dwelling.

2.8 The Secondary School Contribution shall be:

- (a) £18,220,000 in the event that the Secondary School is have a pupil capacity of 800; or
- (b) £20,280,000 in the event that the Secondary School is to have a pupil capacity of 930.

and which of the sums set out at (a) and (b) above shall be payable shall be determined by reference to the size of the Secondary School which in turn shall be determined pursuant to the Secondary School Review.

2.9 If the Owner elects to build the Premises for the Secondary School in lieu of payment of the Secondary School Contribution provided that:

- (a) such election shall be made and communicated to the County Council prior to the earlier of Commencement of Development of the Phase in which the Secondary School is to be located and Occupation of the 1,000th Dwelling and shall submit with the election the School Specification; and
- (b) but the County Council shall not be required to accept such election unless and until it has expressed itself satisfied with the School Specification proposed by the Owner.

2.10 If the Owner elects to build the Secondary School the Owner shall:

- (a) Not Commence development on the relevant Phase in which the Secondary School is to be located or Occupy more than 1,000 Dwellings whichever shall occur earlier until the Owner has entered into a binding contract with the County Council to Transfer the Secondary School Site at nil value and on such other terms as may be agreed at the date of the contract (including a pre-emption right such that in the event that the County Council no longer requires all or part of the Secondary School Site for education purposes, it shall first offer it for sale to the Owner, including a mechanism for precise delineation of the boundaries of the land to be transferred, and including provisions allocating responsibility for compliance with paragraphs 4.5 and 4.6 of the Seventh Schedule) the Transfer to be completed no later than on the opening of the Secondary School.
- (b) Unless otherwise agreed in writing with the County Council ensure that:
 - (i) the Premises for the first phase of the Secondary School providing a pupil capacity of 500 is completed and available for use by the first day of term in the September prior to the Occupation of the 2,000th Dwelling;
 - (ii) the Premises for the second phase of the Secondary School providing a pupil capacity of either 800 or 930 as shall be determined pursuant to the Secondary School Review is completed and available for use by the first day of term in the September prior to the Occupation of the 3,000th Dwelling.

2.11 Where:

- (a) the County Council is not satisfied (and has so expressed itself) with the School Specification proposed by the Owner; or
- (b) no notice of election has been given by the date specified in paragraph 2.9(a)

the Owner shall (subject in connection with paragraph 2.11(a) to the outcome of any referral to an independent expert pursuant to clause 23) be deemed to have elected not to build the Premises for the Secondary School Provided That for the avoidance of doubt the Owner may serve a notice on the County Council electing not to build the Premises for the Secondary School at any time prior to Commencement of development of the relevant Phase in which the Secondary School is to be located or, if earlier, Occupation of the 1000th Dwelling.

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