

SCHEDULE 2

Education

1. Primary School

1. Subject to the further provisions of this paragraph 1 the Owners shall reserve the Primary School Site from the date of this Deed for the purposes of accommodating the Primary School for the duration of the entire construction phase of the Development (save for the Primary School) and allow the County Council access to the Primary School Site PROVIDED THAT subject to both the prior written approval of the County Council and the Borough Council the Owners may substitute the Primary School Site for another Prepared and Serviced Site of an equivalent size elsewhere within the Application Site;
- 1.1 The Owners shall not Commence Development until the County Council and Borough Council have agreed the precise location and boundaries of the Primary School Site for the Primary School and the Phase it will be included in
- 1.2 The Owners shall not Occupy any Dwellings until they have notified the County Council in writing of an election as follows:
 - 1.2.1 the Owners are to construct the Premises for Primary School in lieu of payment of the Primary School Contribution in which case the provisions of paragraphs 1.4 to 1.9 shall apply; or
 - 1.2.2 the Owners will not construct the Premises for Primary School in which case the provisions of paragraphs 1.10 shall apply.
- 1.3 The Owners shall be deemed to have elected not to construct the Premises for the Primary School in the event that the first Dwelling approved pursuant to the Planning Permission is Occupied and no notice of election has been given in accordance with paragraph 1.2.

The Owners elect to construct the Premises for Primary School

- 1.4 If the Owners elect to construct the Premises for the Primary School the Owners shall submit for written approval the Primary School Specification for the Premises for the Primary School to the County Council prior to any works commencing on any Dwelling and the County Council shall notify the Owner in writing of its approval or rejection of the Primary School Specification proposed by the Owners as soon as reasonably practicable.
- 1.5 If the County Council rejects the Owner's proposed Primary School Specification the Owners and the County Council shall use Reasonable Endeavours to agree a Primary School Specification (which may require amendments to such specification as originally proposed by the Owners) and the County Council may request such additional information as it may reasonably require to enable it to approve the Primary School Specification but if the County Council has not approved a Primary School Specification within 60 Business Days of the issue of the County Council's notification under paragraph 1.4 above either Party may refer the matter to a Specialist for determination under the Dispute Resolution Procedure
- 1.6 Prior to Occupation of the 10th Dwelling or as soon as approval is received from the County Council pursuant to paragraph 1.4 or 1.5 (if later) the Owners shall submit the Primary School Specification as approved by the

County Council to the Borough Council as part of a Reserved Matters Application or the Owners may submit a full application for planning permission for the Primary School (subject to the same meeting the principles set out in the Application) to secure the necessary planning permission and other Necessary Consents to construct the Primary School.

1.7 The Owners shall Complete the Premises for the Primary School in accordance with the agreed Primary School Specification and any Necessary Consents which they have obtained and in accordance with the Primary School Phases such that each of the said phases shall be completed as follows:

- Phase 1 at the start of the academic year which will precede the Occupation of the 300th Dwelling
- Phase 2 at the start of the academic year which will precede the Occupation of the 700th Dwelling
- Phase 3 to provide the final part of the Primary School that accommodates overall 2.73 of a Form Entry at the start of the academic year which will precede the Occupation of the 1400th Dwelling

or such other date for completion of each or any of the Primary School Phases specified above as may be agreed from time to time with the County Council.

1.8 The Owners shall Transfer to the County Council the Primary School Site together with the buildings erected thereon at completion of Phase 1 of the Primary School save that rights shall be reserved to the Owners following consultation with the County Council to enter into any part of the Primary School Site transferred and any buildings erected thereon together with all such other rights as are reasonably necessary for the Owners to complete the Primary School construction works for Phases 2 and 3 including for the avoidance of doubt the right to break open any building works or land and to tie into any buildings or works and the County Council or whoever shall be responsible for operating the Primary School shall cooperate fully with the Owners in allowing them to access such works as efficiently and cost effectively as possible.

1.9 The Transfer of the Premises for the Primary School and the Primary School Site shall grant to the Owners any appropriate rights to enable it to access the transferred Primary School Site and to connect into and/or run services across the Primary School Site subject to the services concerned not preventing the operation of the Primary School

The Owners elect not to construct the Premises for the Primary School

1.10 If the Owners elect not to construct the Premises for Primary School the Owners shall:

- 1.10.1 not Occupy more than 200 Dwellings until the Owners have Transferred the Primary School Site to the County Council (and the County Council shall accept such Transfer) and subject to the agreement of the County Council will seek where possible to

transfer the Primary School Site to the County Council not later than the Occupation of the 150th Dwelling; and

1.10.1.1 pay the following instalments of Phase 1 of the Primary School Contribution to the County Council as follows : 10% within 4 weeks of receipt of a written notice from the County Council confirming that the County Council has decided to proceed with construction of phase 1 of the Primary School;

1.10.1.2 thereafter 10% within 4 weeks of the County Council advising that RIBA Stage 3 Developed Design for Primary School phase 1 being reached;

1.10.1.3 thereafter 40% within 4 weeks of the County Council advising that issue of tenders or commencement of such other reasonable procurement route as the County Council may have adopted at that time for the associated construction contract in relation to phase 1 has taken place ; and

1.10.1.4 thereafter the final 40% within 3 months of the County Council advising that commencement of construction of the Premises phase 1 of the Primary School has started; and

1.10.2 pay the further instalments of the Primary School Contribution to the County Council as it relates to the construction of Primary School phases 2 and 3 to be applied by the County Council for provision of the Premises for the Primary School Phases 2 and 3 on the same basis as set out in paragraph 1.10.1.1 to 1.10.1.4 above in relation to each such Phase.

PROVIDED THAT no part of the Primary School Contribution in respect of phase 1 shall be payable prior to Occupation of the 150th Dwelling and no part of the said contribution shall be payable in respect of phase 2 prior to the Occupation of the 500th Dwelling and in respect of phase 3 prior to Occupation of the 1100th Dwelling.

2. Secondary School Contribution

2.1 The Owners shall not Occupy more than 500 Dwellings until they have paid the first instalment of 34% the Secondary School Contribution to the County Council

2.2 Subject to Paragraph 3 not later than the first Occupation of the 900th Dwelling the first Education Delivery Review will be convened to determine if and when the Owners shall pay to the County Council the second instalment of the Secondary Education Contribution and the amount but in default of agreement the Owner shall not occupy more than 1000 dwellings until they have paid to the County Council the second instalment of 33% of the Secondary School Contribution

2.3 Subject to Paragraph 3 not later than the first Occupation of the 1400th Dwelling the second Education Delivery Review will be convened to determine if and when the Owners shall pay to the County Council the third instalment of the Secondary Education Contribution and the amount but in default of agreement the Owner shall not occupy more than 1500

dwellings until they have paid to the County Council the third instalment of 33% of the Secondary School Contribution

- 2.4 If as part of the Education Delivery Review it is shown that there should be a reduction in the Secondary School Contribution or any delay to the triggers for payment due to any of the factors specified in paragraph 3.1.6 the Secondary School Contribution payable to the County Council shall be reduced or deferred accordingly.

3 Education Delivery Review

3.1 Any Education Delivery Review Partner may request an Education Delivery Review as provided under this Deed in respect of the Secondary School Contribution subject to the following provisions and without prejudice to such provisions all Education Delivery Review Partners agree to use Reasonable Endeavours to ensure that any Education Delivery Review shall be completed promptly and without any undue delay so as to avoid any prejudice to the provision of education for the pupil growth arising from the Development or which delays or inhibits the Development on any Phase from taking place:

3.1.1 the issues in relation to which an Education Delivery Review may be carried out and served on the other Education Delivery Review Partners are set out in column 1 of the Education Delivery Review Table;

3.1.2 the earliest dates that an Education Delivery Review may be carried out and served by an Education Delivery Review Partner are set out in column 2 of the Education Delivery Review Table;

3.1.3 the latest dates that an Education Delivery Review may be carried out and served by an Education Delivery Review Partner are set out in column 3 of the Education Delivery Review Table;

3.1.4 any amendments proposed in an Education Delivery Review to the amount of the second and third instalments of the Secondary Education Contribution and Occupation trigger points when payment shall be made shall be determined no earlier than the corresponding deadline set out in column 4 of the Education Delivery Review Table and not later than the Occupation triggers set out in column 5 of that table;

3.1.5 any Education Delivery Review request carried out pursuant to this paragraph 3 shall be set out in writing and served on the other Education Delivery Review Partners and shall be accompanied by sufficient and appropriate documentary evidence to support each amendment to a delivery timescale that may be proposed within it;

3.1.6 in carrying out any Education Delivery Review the relevant Education Delivery Review Partner shall demonstrate that regard has been had to the following matters:

3.1.6.1 the rate of take up of places in the Cedars Academy and/or Rawlins Academy

- 3.1.6.2 the number of Dwellings capable of being constructed on the Application Site arising from Borough Council decisions that reduce the maximum 1950 Dwellings permitted by the Planning Permission;
- 3.1.6.3 the details/project briefs for subsequent new build facilities provided at Cedars Academy and Rawlins Academy
- 3.1.6.4 capacity of functional teaching space at Cedars Academy and Rawlins Academy
- 3.1.6.5 the catchment area of Cedars Academy and its relationship with the Leicester city area and the in-migration of children to Cedars Academy from the Leicester City administrative area
- 3.1.6.6 Up to date central government policy and /or advice on education and school places, changes in legislation as well as policies and strategies in respect of the provision of school places for the County Council's administrative area

3.1.7 any Education Delivery Review Partner served with a request for an Education Delivery Review shall within 20 Business Days of receipt give notice in writing to the other Education Delivery Review Partners as to whether they agree the Education Delivery Review in question (the "Education Delivery Review Notice") and where any Education Delivery Review Partner does not confirm their agreement the Education Delivery Review Partners shall together use Reasonable Endeavours to reach agreement but if agreement is not reached within 28 Business Days of receipt of the Education Delivery Review Notice served pursuant to this paragraph 3.1.7 then the issue may be referred to a Specialist in accordance with the provisions of clause 13.

3.2 For the avoidance of doubt if any Education Delivery Review Partner shall fail to serve an Education Delivery Review Notice they shall be deemed to have confirmed their agreement to the Education Delivery Review in question.

3.3 The Secondary School Contribution shall be paid and the Development shall not be Occupied other than in accordance with any revised deadlines agreed or determined pursuant to an Education Delivery Review

4 Education Liaison Group

4.1 The Owners the Borough Council and the County Council shall work together from the date of the Planning Permission to establish an Education Liaison Group which shall comprise 6 members, 2 of which shall be appointed by the Owner 2 of which shall be appointed by the Borough Council 2 of which shall be appointed by the County Council

4.2 The Education Liaison Group shall operate in accordance with the Education Liaison Group Terms of Reference and shall meet:

4.2.1 as soon as reasonably practicable after the date of this Deed;

- 4.2.2 thereafter, unless agreed by the Owners, the Borough Council and the County Council that there is no need to meet, at 6 monthly intervals; and
- 4.2.3 on any other occasion, within 20 Business Days of service of a request from any member of the Education Liaison Group on the other members of the Education Liaison Group
- 4.3 The Education Liaison Group shall consider, advise and assist in regard to any matters arising in relation to the provision of any of education delivery funded by this Deed.

5 Early Years Provision

- 5.1 The Borough Council County Council and Owners shall agree in writing the location of the Early Years Site or Sites where there may be more than one prior to the Commencement Date. .
- 5.2 The reservation of the Early Years Site or sites shall commence from the date the agreement made pursuant to 5.1. for a period of 10 years Save unless the parties agree a lesser period for a site or sites and in the case of any site to be provided as part of the Primary School the specific location of the Early Years Site within the Primary School Site need not be identified
- 5.3 The Owners will actively market the Early Years Site(s) in accordance with the Marketing Strategy approved by the Borough Council County Council and Owners throughout the period that the Early Years Site(s) is/are reserved and the Borough Council and the County Council may if they so wish engage in their own marketing of any of the reserved Early Years Site(s) but shall keep the Owners advised of such marketing undertaken and the details thereof.
- 5.4 The obligations to reserve the Early Years Site(s) shall cease on construction of the Early Years Facility or facilities on such site or sites that meet the need for Early Years Provision anticipated to be provided on such site or sites or on expiry of the reservation period specified in paragraph 5.2 or earlier release by agreement of the Owners and the County Council and the Borough Council in respect of such site or sites or on meeting the Early Years Provision.
- 5.5 If at the expiry of the reservation period specified in paragraph 5.2 (or sooner if the Owners the County Council and the Borough Council agree) and the Early Years Provision has not been made on the Application Site the Owners shall pay to the County Council the respective amount of the Early Years Provision Contribution as reasonably represents the shortfall in the Early Years Provision subject to the same not exceeding the cost of a 75 child place Early Years Facility within the Primary School within 6 months of the expiry of the reservation period (or the last reservation period) such contribution to be applied by the County Council solely for the purpose of funding the construction of an Early Years Facility within the Primary School Site.
- 5.6 The Owner obligations in respect of Early Years Provision shall be reduced to reflect the payment of part of the Early Years Contribution to the County Council pursuant to paragraph 5.5

5.7 The Owner the Borough Council and the County Council may agree at any point prior to the expiry of the reservation period or periods where there is more than one site the payment to the County Council of that part of the Early Years Contribution as represents the cost of providing a 75 child place Early Years Facility to be spent by the County Council on the provision of Early Years Facilities specified in paragraph 5.5 instalments as they may agree

6 Special Education Needs Contribution

6.1. The Owners shall pay to the County Council the Special Education Needs Contribution in three instalments at the following trigger points :

- (a) 34% no later than the Occupation of 450 Dwellings
- (b) 33%: no later than the Occupation of 900 Dwellings
- (c) 33%: no later than the Occupation of 1350 Dwellings

ANNEX 1

Primary School Site Transfer Terms

- 1 Reservation and the grant of the rights of access and passages of services and rights of entry to the County Council necessary for the beneficial enjoyment and use of the Development and the Primary School site
- 2 A requirement that the highway through the Application Site from the existing off site adopted highway leading to the entrance of the Primary School Site shall be constructed to the adoption standard prescribed by the County Council in the appropriate Highways Act agreement no later than one month before the Primary School is first opened
3. Completion of the Transfer of the Primary School Site or part thereof shall take place on such date as shall be agreed in writing between the County Council and the Owners.
4. Save where expressly stated otherwise in this Deed, consideration for the Primary School Site shall be £1.
5. The Primary School Site shall be free from incumbrances
6. The provisions of the Standard Conditions will apply so far as they are not varied by or inconsistent with the provisions of Schedule 2 or this Annex 1.
7. Subject to a covenant not to use the relevant Primary School Site other than for the purposes of the provision of education services and for community, fundraising and recreational purposes which are ancillary to such use
8. Subject to a covenant that if the Primary School Site should no longer be required or developed by the County Council for use for primary education purposes, freehold ownership of such Primary School Site must be offered in writing for transfer back to the original transferor on the same terms as the original transfer made pursuant to this Deed (except for the restrictive covenant relating to use for education purposes set out at paragraph 7 above) subject to the following:
 - 8.1.1 All Occupation Trigger Events applicable to the delivery of the Primary School Site and the County Councils obligations to deliver the Primary School have passed;
 - ~~8.1.2 The County Council having obtained any Secretary of State's consent necessary to enable it to release the Primary School Site (and any land and buildings on it) and the County Council shall use reasonable endeavours to obtain such consent; and~~
 - 8.1.3 The original transferor being responsible for all reasonable costs of the County Council in effecting and completing the legal transfer of the relevant Primary School Site back to the original transferor
9. This covenant will be protected by an appropriate entry or restriction on the Land Registry title to the Primary School Site preventing the disposition of the Primary School Site without the consent of the original transferor

ANNEX 2

Education Delivery Review Table

Column 1: Issues in relation to which a review may take place	Column 2 : earliest date that a review may be made	Column 3: latest date by which a review may be made	Column 4: Earliest payment	Column 5 : Payment date in the absence of review
Payment of the second instalment of the Secondary School Contribution. The amount required to be paid.	600 th Occupation (first review)	900 th Occupation (first review)	900 th Occupation (first review)	1000 th Occupation
Payment of the third instalment of the Secondary School Contribution. The amount required to be paid.	1100 th Occupation (second review)	1400 th Occupation (second review)	1400 th Occupation (second review)	1500 th Occupation

ANNEX 3

Education Liaison Group Terms of Reference

Introduction

1. The Broadnook Garden Village (North of Birstall SUE) represents a key development within the Charnwood area to help address the Local Plan demand for additional housing, commercial development and supporting infrastructure.
2. The Section 106 agreement for the Broadnook Garden Village (North of Birstall SUE) development makes provision of or for developer contributions to provide a new primary school (to be determined at the appropriate time as construction proceeds), and additional early years, secondary places and special school places.
3. The Education Act 1996 places a statutory duty on Leicestershire County Council (hereinafter referred to as the Council) acting as the relevant Local Authority to ensure a sufficient supply of school places. More recently the Education Act 2011 re-enforced the role of the Council (as set out in 'The Importance of Teaching – The Schools White Paper 2010') as champions for parents, families and vulnerable pupils, requiring that the Council promote educational excellence by ensuring a good supply of high quality school places, and coordinating fair admissions.
4. In the context of the above, and recognising the respective responsibilities of each party, in particular the statutory obligations placed on the Council it is proposed that considerations regarding the provision of the additional school places to meet the needs of the Broadnook Garden Village (North of Birstall SUE) should be assisted by an Education Liaison Group (the "Group").

Purpose of the ELG

5. The Group will hold the responsibility to give guidance, and assist decision making, to ensure that such decisions are taken in a well-informed, appropriate and timely manner, and represent the respective views/opinions of each party – this will ensure that additional places are appropriately targeted, schemes are delivered when expected, represent good value for money, and therefore support the provision of high quality education. The purpose is subject to the Council's overriding requirement to comply with the Council's statutory education duties.

Strategic Objectives of the Group

6. The Group will work to the following objectives:
 - To help improve the choice and diversity of provision for parents resident in the Development, as a means of securing or improving the standards of education provided to children and young people living within the Development.
 - To develop a consistent framework that is empowered to consider, influence and manage as appropriate, matters relating to school place planning within the Development.

- To help ensure that decisions taken in relation to the allocation of school places and delivery schedules arising as a consequence of the Development are appropriately made in terms of locality, use of funding, the availability of space, school performance and popularity, and lead to sustainable and high quality provision.

Specific Responsibilities

7. The duties of the Group shall be to:

- Receive reports on the annual pupil forecasts of demand arising from the Development.
- Consider the education needs arising from detailed planning applications/reserved matters applications within the Development focussing on housing types and numbers.
- To support and make comment on specific project briefs in relation to the development of education provision to serve the Development .
- Receive annual details of the take-up of places of pupils living in the Development
- Ensure that the timing of education provision relative to the Development is appropriate to the rate of housing build on the Development.
- Receive advice in relation to Leicestershire County Council's school place planning strategy or policy matters where such might relate to the Development
- Receive advice in relation to Central Government/DfE legislation and regulations relative to school place planning matters where such might relate to the Development
- Contribute to the development of the educational vision, values, ethos and character of the new schools within the Development
- Receive progress reports from the Developers or any developer acquiring land from the Owners within the Development on land sales to other house builders (if applicable) and to consider housing completion rates and sales figures.
- Receive progress reports from the Borough Council and/or the Owners regarding any proposed land disposals or developments in the locality such might have impact to forecasts for demand for pupil places (for all phases and educational needs)
- Consider early years provision arising as a consequence of families resident in the Development to ensure there is adequate provision for all 3 and 4 year old children (and 40% most disadvantaged 2 year old children) to enable access to the 15 hours a week 'Free Early Education Entitlement', or other such early years provision as may be required by legislation.

- Assist the Leicestershire County Council to fulfil its statutory duty if and when requested, in relation to the identification of a suitable Academy Proposer interested in sponsoring the new school to be built in the Development area.
- Provide the Leicestershire County Council with details of any direct approach from education providers to either the Borough Council and or Owners regarding the establishment of Early Years, or new schools or other educational settings within the Broadnook Garden Village or any approach from the Borough Council and/or the Owners directly to education providers intended to encourage interest in the development of the Early years or education provision in the development
- Receive details of job opportunities and apprenticeships created by works on the development.
- Help identify, manage and elevate key risks arising from the development to the appropriate persons/parties as necessary.
- When requested contribute to and help coordinate the necessary communication activities required to manage the delivery of additional school places relative to the Development .
- The County Council to advise annually of any proposals to spend the Special Education Needs Contribution or any part of it at any locations other than Ashmount School and the reasons for such expenditure and how that will address the needs of children within the Development Save that no information will be sought that may compromise the confidentiality of personal information or the County Council's obligations in respect thereof

For the avoidance of doubt the Group is intended to work closely with Leicestershire County Council in its statutory role for the planning of school places to complement rather than seek to replicate the relevant duties.

Membership of the Group

8. Membership of the Group will comprise two representatives of each of the following parties
 - The Owners and/or any Developers erecting Dwellings within the North of ~~Birstall SUE (as representative of the Owner as defined in the S106 agreement for the North of Birstall SUE development);~~
 - Leicestershire County Council (for the time being this will be the Head of Service for Education Sufficiency and the Service Manager School Organisation);
 - Charnwood Borough Council.

Responsibilities of Group Members

9. Each Group member shall be responsible for:
 - complying at all times with the objectives of these Terms of Reference;

- ensuring that advice/support is given in a timely and accurate manner, and in keeping with each representatives capacity and scope of responsibilities;
- ensuring that the confidentiality of identified items is maintained at all times;
- ensuring effective communications from the Group to his/her organisation;
- take a lead role for specific tasks agreed by the Group.

Chairperson and Clerk

10. The Group shall elect a Chairperson and nominate a representative to record notes and action points, each to serve for a term not exceeding one year, and elect a new chairperson and clerk on each anniversary thereafter (or as otherwise deemed necessary).

Substitutes

11. Members of the Group will be able, subject to reasonable advance notice to the chairperson, to nominate a substitute to attend in their absence at any meeting of the Group.
12. Such substitute shall have the same rights, responsibilities and duties and powers as the representative they are replacing.

Co-option of Members

13. The Group may temporarily co-opt additional members with non voting rights where agreed by all Members, necessary to enable specific issues to be properly considered and to enable the appropriate advice, support or decisions to be given.

Frequency and Timing of Meetings

14. The Group shall ensure that it meets at regular intervals. This is envisaged to be no less than half yearly in the first instance i.e. twice a year; however extraordinary meetings may be called where necessary.
15. The agenda will be agreed with the Chairperson and circulated in advance of any meeting. Authors of reports or those required to provide data/information will be expected to do so to meet the above timescales. Notes and action points will be circulated as soon as practicable following the meeting.

Confidentiality

16. It shall be the responsibility of individual members to communicate decisions progress and outcomes of the Group to their respective organisation(s) , but respecting the need for any confidentiality or restriction on sharing that might apply checking with the Chairperson before the release or sharing of any communication.

Review of the Group functions

17. At a regular interval and no more than annually, the representatives shall:
 - review the Terms of Reference;

- discuss whether the Group has operated effectively to fulfil these aims over the preceding period;
- discuss whether any adjustments are required to the Terms of Reference, and;
- discuss whether any amendments are required to the workings of the Group.

Duration of ELG

18. The ELG's purpose is as set out in the forgoing provisions of these Terms of Reference. The ELG will continue to meet and address the matters specified herein until the parties to the ELG agree that the groups purpose has been fulfilled