

SCHEDULE 2

Education

1 Off-Site Primary School Contribution

- 1.1 The Owner shall not Occupy or permit Occupation of more than 75 Dwellings until the Off-Site Primary School Contribution has been paid.

2 Primary Schools

- 2.1 Subject to the further provisions of this paragraph 2 the Owner shall reserve the Primary School Sites for the purposes of accommodating Primary School 1, Primary School 2 and Primary School 3 for such period of time as is necessary to enable the Owner to comply fully with its obligations in the further provisions of this paragraph 2 PROVIDED THAT the Owner may agree with the Borough Council and the County Council (at the discretion of the Borough Council and County Council) as follows:

- (a) to substitute any or all of the Primary School Sites for other Prepared and Serviced parcels of land of an equivalent size elsewhere within the Site; and
- (b) to provide fewer than 3 primary schools PROVIDED THAT this shall not affect the Owner's obligation to provide primary school capacity equivalent to 5 Forms of Entry in total within the Development and FURTHER PROVIDED THAT no Primary School shall comprise more than 3 Forms of Entry.

- 2.2 The Owner shall not Commence Development of a Phase in which a Primary School is to be located until the County Council and Borough Council have agreed the precise location and boundaries of the Primary School Site for the Primary School in the Phase in question.

Primary School 1

- 2.3 The Owner shall not Occupy or permit Occupation of more than 25 Dwellings unless it has notified the County Council in writing as to whether either:

- (a) the Owner elects to construct the Premises for Primary School 1 in lieu of payment of the Primary School 1 Contribution in which case the provisions of paragraphs 2.4 to 2.9 shall apply; or
- (b) the Owner elects not to construct the Premises for Primary School 1 in lieu of payment of the Primary School 1 Contribution in which case the provisions of paragraph 2.10 shall apply.

The Owner elects to construct the Premises for Primary School 1

- 2.4 If the Owner elects to construct the Premises for Primary School 1 the Owner shall submit with its election the Primary School Specification for the Premises for Primary School 1 PROVIDED THAT the County Council shall not be required to accept such election unless and until it has notified the Owner in writing of its approval of the Primary School Specification proposed by the Owner.
- 2.5 If the County Council refuses to approve the Owner's proposed Primary School Specification the Owner 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 Owner) 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 2.4 above either Party may refer the matter to a Specialist for determination under the Dispute Resolution Procedure.

- 2.6 The Owner shall be deemed to have elected not to construct the Premises for Primary School 1 in the event that (without prejudice to paragraph 2.3 above) no notice of election has been given by the Owner by the date specified in paragraph 2.3 above.
- 2.7 The Owner shall Complete the Premises for Primary School 1 in accordance with the relevant agreed Primary School Specification and any Necessary Consents such that prior to Occupation of the 500th Dwelling (or such other number of Dwellings as may be agreed or determined pursuant to any Education Delivery Review):
- (a) the Premises for the first Form of Entry of Primary School 1 is Completed and available for use by the first day of term in the September prior to Occupation of the 500th Dwelling (or such other number of Dwellings as may be agreed or determined pursuant to any Education Delivery Review); and
 - (b) the Premises for Primary School 1 Completed pursuant to paragraph 2.7(a) above and the Primary School 1 Site have been Transferred to the County Council (and the County Council shall accept such Transfer) or, by agreement with the County Council, the relevant Education Provider;

and the Owner shall not Occupy or permit Occupation of more than 500 Dwellings (or such other number of Dwellings as may be agreed or determined pursuant to any Education Delivery Review) until paragraphs (a) and (b) above have been complied with.

- 2.8 The Owner shall Complete the Premises for the second Form of Entry of Primary School 1 and make them available for use by the first day of term in the September prior to Occupation of the 1,200th Dwelling (or such other number of Dwellings as may be agreed or determined pursuant to any Education Delivery Review) and the Owner shall not Occupy or permit Occupation of more than such number of Dwellings until such Premises for the second Form of Entry for Primary School 1 are Complete and available for use.
- 2.9 The Owner's obligations in paragraph 2.8 above shall be subject to the Transfer of the Premises for Primary School 1 and the Primary School 1 Site Completed pursuant to paragraph 2.7(b) granting to the Owner any necessary rights to enable it to access the Transferred Primary School 1 Site and to connect into and/or run services across the Primary School 1 Site to enable it to comply with the obligations in paragraph 2.8 or subject to such rights being otherwise granted to the Owner at the relevant time by the County Council or, by agreement with the County Council, the relevant Education Provider and for the avoidance of doubt the Owner shall request the inclusion of said rights in the relevant Transfer.

The Owner elects not to construct the Premises for Primary School 1

- 2.10 If the Owner elects not to construct the Premises for Primary School 1 (including where this election is deemed pursuant to paragraph 2.6 above) the Owner shall:
- (a) not Occupy or permit Occupation of more than 200 Dwellings until the Owner has Transferred the Primary School 1 Site to the County Council (and the County Council shall accept such Transfer) or, by agreement with the County Council, to the relevant Education Provider; and
 - (b) pay the following initial instalments of the Primary School 1 Contribution to the County Council as follows to be applied by the County Council to provision of the Premises for the first Form of Entry of Primary School 1:
 - (i) 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 the Premises for the first Form of Entry of Primary School 1;

- (ii) thereafter 10% within 4 weeks of the RIBA Stage 3 Developed Design for such Premises being reached;
 - (iii) thereafter 20% within 4 weeks of the 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; and
 - (iv) thereafter 20% within 3 months of commencement of construction of the Premises for the first Form of Entry of Primary School 1; and
- (c) pay the following further instalments of the Primary School 1 Contribution to the County Council as follows to be applied by the County Council to provision of the Premises for the second Form of Entry of Primary School 1:
- (i) 5% within 4 weeks of receipt of a written notice from the County Council confirming that the County Council has decided to proceed with the construction of the Premises for the second Form of Entry for Primary School 1;
 - (ii) thereafter 5% within 4 weeks of the RIBA Stage 3 Development Design for such Premises being reached;
 - (iii) thereafter 15% within 4 weeks of the 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; and
 - (iv) 15% within 3 months of commencement of construction of the Premises for the second Form of Entry of Primary School 1,

PROVIDED THAT no instalment of the Primary School 1 Contribution referred to at paragraph 2.10(b) above shall be payable prior to Occupation of the 200th Dwelling AND PROVIDED FURTHER THAT no instalment of the Primary School 1 Contribution referred to at paragraph 2.10(c) above shall be payable prior to Occupation of the 900th Dwelling.

Primary School 2

- 2.11 The Owner shall serve the Primary School 2 Notice on the County Council no earlier than the date of Occupation of the 350th Dwelling and no later than 10 Business Days from such date and shall provide Primary School 2 in accordance with the response received from the County Council to such notice. If the County Council has not responded to the Primary School 2 Notice within 3 months of the date of issue of the Primary School 2 Notice confirming whether it elects that Primary School 2 shall provide 2 Forms of Entry or 3 Forms of Entry the Owner shall be entitled to make such election and to provide Primary School 2 in accordance with that election.
- 2.12 The Owner shall not Occupy or permit Occupation of more than 1,100 Dwellings unless it has notified the County Council in writing as to whether:
- (a) either:
 - (i) the Owner elects to construct the Premises for Primary School 2 in lieu of payment of the Primary School 2 Contribution in which case the provisions of paragraphs 2.13 to 2.20 shall apply; or
 - (ii) the Owner elects not to construct the Premises for Primary School 2 in lieu of payment of the Primary School 2 Contribution in which case the provisions of paragraph 2.21 shall apply; and
 - (b) if pursuant to the operation of paragraph 2.11 above the Owner has become entitled to elect whether Primary School 2 shall provide 2 Forms of Entry of 3 Forms of Entry, the number of Forms of Entry that the Owner elects that Primary School 2 shall provide.

The Owner elects to construct the Premises for Primary School 2

- 2.13 If the Owner elects to construct the Premises for Primary School 2 the Owner shall submit with such election the Primary School Specification for the Premises for Primary School 2 PROVIDED THAT the County Council shall not be required to accept such election unless and until it has notified the Owner in writing of its approval of the Primary School Specification proposed by the Owner.
- 2.14 In the event that pursuant to paragraph 2.13 above Primary School 2 is to be a 2 Form of Entry Primary School the Primary School 2 Site shall be limited to 1.93 hectares only. The Owner shall reserve the entirety of the Primary School 2 Site for the purposes of Primary School 2, but from the date of Completion of Primary School 2 the remainder of the Primary School 2 Site shall be released from reservation and the Owner may use it for such other purposes as may be agreed with the Borough Council (subject always to obtaining any Necessary Consents).
- 2.15 If the County Council refuses to approve the Owner's proposed Primary School Specification the Owner 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 Owner) 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 2.13 above either Party may refer the matter to a Specialist for determination under the Dispute Resolution Procedure. For the avoidance of doubt, if pursuant to paragraph 2.11 the Owner has become entitled to elect whether Primary School 2 is to provide 2 Forms of Entry or 3 Forms of Entry, the County Council may not refuse to approve the Owner's proposed Primary School Specification on the grounds that the County Council does not approve of the number of Forms of Entry the Owner has elected that Primary School 2 shall provide.
- 2.16 The Owner shall be deemed to have elected not to construct the Premises for Primary School 2 in the event that (without prejudice to paragraph 2.12 above) no notice of election has been given by the Owner by the date specified in paragraph 2.12 above.
- 2.17 The Owner shall Complete the Premises for Primary School 2 in accordance with the relevant agreed Primary School Specification and any Necessary Consents such that prior to Occupation of the 2,300th Dwelling (or such other number of Dwellings as may be determined pursuant to any Education Delivery Review):
- (a) the Premises for the first Form of Entry of Primary School 2 is Completed and available for use by the first day of term in the September prior to Occupation of the 2,300th Dwelling (or such other number of Dwellings as may be determined pursuant to any Education Delivery Review); and
 - (b) the Premises for Primary School 2 Completed pursuant to paragraph 2.17(a) and the Primary School 2 Site have been Transferred to the County Council (and the County Council shall accept such Transfer) or, by agreement with the County Council, to the relevant Education Provider;
- and the Owner shall not Occupy or permit Occupation of more than 2,300 Dwellings (or such other number of Dwellings as may be determined pursuant to any Education Delivery Review) until subparagraphs (a) and (b) above have been complied with.
- 2.18 The Owner shall Complete the Premises for the second Form of Entry of Primary School 2 and make them available for use by the first day of term in the September prior to Occupation of the 3,200th Dwelling (or such other number of Dwellings as may be determined pursuant to any Education Delivery Review) and the Owner shall not Occupy or permit Occupation of more than

such number of Dwellings until the Premises for the second Form of Entry for Primary School 2 are Complete and available for use.

2.19 If Primary School 2 is to have 3 Forms of Entry the Owner shall Complete the Premises for the third Form of Entry for Primary School 2 and make them available for use by the first day of term in the September prior to Occupation of the 4,000th Dwelling (or such other number of Dwellings as may be determined pursuant to any Education Delivery Review) and the Owner shall not Occupy or permit Occupation of more than such number of Dwellings until the Premises for the third Form of Entry for Primary School 2 are Complete and available for use.

2.20 The Owner's obligations in paragraphs 2.18 and (if applicable) 2.19 above shall be subject to the Transfer of the Completed Premises for Primary School 2 and the Primary School 2 Site pursuant to paragraph 2.17(b) granting to the Owner any necessary rights to enable it to access the Transferred Primary School 2 Site and to connect into and/or run services across the Primary School 2 Site to enable it to comply with the obligations in paragraph 2.18 or (as applicable) both paragraphs 2.18 and 2.19 or subject to such rights being otherwise granted to the Owner at the relevant time by the County Council or, by agreement with the County Council, the relevant Education Provider and for the avoidance of doubt the Owner shall request the inclusion of said rights in the relevant Transfer.

The Owner elects not to construct the Premises for Primary School 2

2.21 If the Owner elects not to construct the Premises for Primary School 2 (including where deemed to have made such election pursuant to paragraph 2.16) the Owner shall:

- (a) not Occupy or permit Occupation of more than 1,200 Dwellings until the Owner has Transferred the Primary School 2 Site to the County Council (and the County Council shall accept such Transfer) or, by agreement with the County Council, to the relevant Education Provider (and for the avoidance of doubt in the event that pursuant to paragraph 2.11 above Primary School 2 is to have only 2 Forms of Entry, the Primary School 2 Site shall be limited to 1.93 hectares in accordance with paragraph 2.14 and the Owner shall be required to only Transfer 1.93 hectares pursuant to this obligation); and
- (b) pay the following instalments of the Primary School 2 Contribution to the County Council as follows to be applied by the County Council to provision of the Premises for the first Form of Entry of Primary School 2:
 - (i) 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 the Premises for the first Form of Entry of Primary School 2;
 - (ii) thereafter 10% within 4 weeks of the RIBA Stage 3 Developed Design being reached;
 - (iii) thereafter 20% within 4 weeks of the 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 ; and
 - (iv) thereafter 20% within 3 months of commencement of construction of Premises for the first Form of Entry of Primary School 2; and
- (c) pay the following further instalments of the Primary School 2 Contribution to the County Council as follows to be applied by the County Council to provision of the Premises for the second Form of Entry of Primary School 2:

- (i) 5% within 4 weeks of receipt of a written notice from the County Council confirming that the County Council has decided to proceed with the construction of the Premises for the second Form of Entry for Primary School 2;
- (ii) thereafter 5% within 4 weeks of the associated RIBA Stage 3 Developed Design being reached;
- (iii) thereafter 15% within 4 weeks of the 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; and
- (iv) 15% within 3 months of commencement of construction of the Premises from the second Form of Entry of Primary School 2.

PROVIDED THAT no instalment of the Primary School 2 Contribution referred to at paragraph 2.21(b) above shall be payable prior to Occupation of the 2,000th Dwelling AND PROVIDED FURTHER THAT no instalment of the Primary School 2 Contribution referred to at paragraph 2.21(c) above shall be payable prior to Occupation of the 3,000th Dwelling.

Primary School 3

2.22 If 5 Forms of Entry of primary school capacity are to be provided pursuant to the foregoing provisions of this paragraph 2 by Primary School 1 and Primary School 2, the Owner shall continue to reserve the Primary School 3 Site until the date that 3,750 Dwellings have been Occupied (the "Reservation Period") and during the Reservation Period the County Council may serve written notice on the Owner confirming that it wishes to acquire the Primary School 3 Site for use as a primary school at Market Value. The Owner and the County Council shall be bound to complete the Transfer of the Primary School 3 Site within 40 Business Days following service of the notice by the County Council PROVIDED THAT if the Owner and the County Council have not agreed the Market Value of the Primary School 3 Site within 50 Business Days of service of the notice the matter shall be referred to a Specialist for determination pursuant to the Dispute Resolution Procedure and the Transfer of the Primary School 3 Site shall complete within 15 Business Days following such determination. For the avoidance of doubt if the County Council has not:

- (a) served notice confirming that it wishes to acquire the Primary School 3 Site pursuant to this paragraph 2.22 prior to expiry of the Reservation Period; and
- (b) taken Transfer of the Primary School 3 Site in accordance with this paragraph 2.22 within 5 months of expiry of the Reservation Period,

the Owner may use the Primary School 3 Site for such other purposes as may be agreed with the Borough Council (subject always to obtaining any Necessary Consents).

2.23 If only 4 Forms of Entry of primary school capacity are to be provided pursuant to the foregoing provisions of this paragraph 2 by Primary School 1 and Primary School 2, the fifth Form of Entry of primary school capacity shall be provided on the Primary School 3 Site and paragraphs 2.24 to 2.29 shall apply.

2.24 The Owner shall not Occupy or permit Occupation of more than 3,000 Dwellings prior to having notified the County Council as to whether either :

- (a) the Owner elects to construct the Premises for Primary School 3 in lieu of payment of the Primary School 3 Contribution in which case the provisions of paragraphs 2.25 to 2.28 shall apply; or
- (b) the Owner elects not to construct the Premises for Primary School 3 in which case the provisions of paragraph 2.29 shall apply.

The Owner elects to construct the Premises for Primary School 3

- 2.25 If the Owner elects to construct the Premises for Primary School 3 the Owner shall submit with its election the Primary School Specification for the Premises for Primary School 3 PROVIDED THAT the County Council shall not be required to accept such election unless and until it has notified the Owner in writing of its approval of the Primary School Specification proposed by the Owner.
- 2.26 If the County Council refuses to approve the Owner's proposed Primary School Specification the Owner 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 Owner) 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 2.25 above either Party may refer the matter to a Specialist for determination under the Dispute Resolution Procedure.
- 2.27 The Owner shall be deemed to have elected not to construct the Premises for Primary School 3 in the event that (without prejudice to paragraph 2.25 above) no notice of election has been given by the Owner by the date specified in paragraph 2.25 above.
- 2.28 The Owner shall Complete the Premises for Primary School 3 in accordance with the relevant agreed Primary School Specification and any Necessary Consents such that prior to Occupation of the 4,000th Dwelling (or such other number of Dwellings as may be agreed or determined pursuant to any Education Delivery Review):
- (a) the Premises for Primary School 3 providing a pupil capacity of 210 are Completed and available for use by the first day of term in the September prior to Occupation of the 4,000th Dwelling (or such other number of Dwellings as may be agreed or determined pursuant to any Education Delivery Review); and
 - (b) the Premises for Primary School 3 are Completed and the Primary School 3 Site has been Transferred to the County Council (and the County Council shall accept such Transfer) or, by agreement with the County Council, to the relevant Education Provider;

and the Owner shall not Occupy or permit Occupation of more than 4,000 Dwellings (or such other number of Dwellings as may be agreed or determined pursuant to any Education Delivery Review) until sub-paragraphs (a) and (b) of this paragraph 2.28 have been complied with.

The Owner elects not to construct the Premises for Primary School 3

- 2.29 If the Owner elects not to construct the Premises for Primary School 3 (including where deemed to have made such election pursuant to paragraph 2.27 above) the Owner shall:
- (a) not Occupy or permit Occupation of more than 3,000 Dwellings until the Owner has Transferred the Primary School 3 Site to the County Council (and the County Council shall accept such Transfer) or, by agreement with the County Council, to the relevant Education Provider; and
 - (b) pay the following instalments of Primary School 3 Contribution to the County Council as follows to be applied by the County Council to provision of the Premises for the single Form of Entry of Primary School 3:
 - (i) 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 the Premises for Primary School 3;
 - (ii) thereafter 10% within 4 weeks of the RIBA Stage 3 Development Design being reached;

- (iii) thereafter 40% within 4 weeks of the issue of tenders or commencement of such other reasonable procurement route as the County Council may have adopted at that time for the construction contract to construct Primary School 3; and
- (iv) thereafter 40% within 3 months of commencement of construction of Primary School 3;

PROVIDED THAT no part of the Primary School 3 Contribution shall be payable prior to Occupation of the 3,700th Dwelling.

3 Secondary School Provision

3.1 It is hereby agreed that secondary education provision to meet the needs of the Development shall be by way of one of the following options (the "Secondary Education Delivery Options") which shall be provided in accordance with the provisions of this paragraph 3:

- (a) subject to receipt of written confirmation of agreement from Roundhill Academy's governing body not later than Occupation of 750th Dwellings, provision of the Relocated Roundhill Academy in accordance with an approved Relocated Roundhill Academy Specification;
- (b) subject to receipt of written confirmation of agreement from Roundhill Academy's governing body not later than Occupation of 750th Dwellings and if necessary the Owner securing the Roundhill Academy Extension Land, the provision of the Roundhill Academy Extension in accordance with an approved Roundhill Academy Extension Specification; or
- (c) the provision of a Secondary School in accordance with an approved Secondary School Specification;

PROVIDED THAT for the avoidance of doubt the Owner, the County Council and the Borough Council shall use their Reasonable Endeavours to achieve the option set out in sub-paragraph (a) of this paragraph 3.1 as the preferred option.

3.2 The Owner shall reserve and deal with the Secondary School Site and the Additional Secondary School Site in accordance with the further provisions of this paragraph 3 PROVIDED THAT the Owner may agree with the Borough Council and the County Council (at their discretion and subject always to compliance with any relevant Conditions) to substitute the Secondary School Site and the Additional Secondary School Site for other parcels of an equivalent size elsewhere within the Site. In the event that the Owner elects pursuant to paragraph 3.5 below to deliver the Roundhill Academy Extension, the Owner shall reserve the Secondary School Site and the Additional Secondary School Site until the Roundhill Academy Extension has been Completed and is available for use after which time the Secondary School Site and the Additional Secondary School Site shall be released from reservation and the Owner may use them for such other uses as may be agreed with the Borough Council (subject to obtaining any Necessary Consents).

3.3 The Owner shall serve the Secondary Education Notice on the County Council no earlier than the date of Occupation of the 500th Dwelling and no later than 20 Business Days after such date, requesting confirmation from the County Council of the following matters:

- (a) whether the County Council is satisfied that the operation, performance and standards of the Roundhill Academy as evidenced by any judgements issued by Ofsted on the quality of Roundhill Academy's performance and any reports issued by Ofsted following subject inspections is such that it remains in the interest of pupils generated by or that will be generated by the Development that the Relocated Roundhill Academy should remain a Secondary Education Delivery Option for the purposes of this Deed; and

- (b) whether the County Council is satisfied that the operation, performance and standards of the Roundhill Academy as evidenced by any judgements issued by Ofsted on the quality of Roundhill Academy's performance and any reports issued by Ofsted following subject inspections is such that it remains in the interest of pupils generated by or that will be generated by the Development that the Roundhill Academy Extension should remain a Secondary Education Delivery Option for the purposes of this Deed; and
- (c) if the County Council confirms that it is satisfied that the Relocated Roundhill Academy should remain a Secondary Education Delivery Option pursuant to sub-paragraph (a) above, whether the County Council would have sufficient funding to construct the Relocated Roundhill Academy in the event that the Owner were to elect to provide the Relocated Roundhill Academy but not to construct the Relocated Roundhill Academy (having regard to the Owner's requirement to pay the Relocated Roundhill Academy Contribution to the County Council in such circumstances pursuant to paragraph 3.10 of this Schedule).

3.4 If the Owner does not receive a response from the County Council to the Secondary Education Notice pursuant to paragraph 3.3 above by 6 months from the date of issue of such notice the following shall apply:

- (a) if the County Council has not confirmed whether the Relocated Roundhill Academy or the Roundhill Academy Extension or both of them should remain Secondary Education Delivery Options the County Council shall be deemed to have confirmed that either or both of them (as applicable) remain so for the purposes of this Deed and the Owner may therefore elect to provide either of them in accordance with the further provisions of this paragraph 3; and
- (b) if the County Council has not confirmed whether it will have sufficient funding to provide the Relocated Roundhill Academy if the Owner were to elect to provide but not to construct the Relocated Roundhill Academy, the County Council shall be deemed to have confirmed that it does not have sufficient funding (notwithstanding the fact that it shall receive the Relocated Roundhill Academy Contribution in such circumstances) and that therefore the Owner may not elect to provide but not construct the Relocated Roundhill Academy (for the avoidance of doubt the Owner may still elect to provide and construct the Relocated Roundhill Academy in accordance with the terms of this Deed).

3.5 The Owner shall not Occupy or permit Occupation of 1,000 Dwellings or more unless the Owner shall have:

- (a) served a notice on the County Council which notice shall (subject to any response received from the County Council to the Secondary Education Notice):
 - (i) elect one of the Secondary Education Delivery Options set out in paragraph 3.1 above; and
 - (ii) indicate whether it elects to construct such elected Secondary Education Delivery Option;
- (b) submitted to the County Council and obtain approval of at least one or more of the Relocated Roundhill Academy Specification, the Roundhill Academy Extension Specification and/or the Secondary School Specification and if the County Council refuses to approve any specification submitted pursuant to this paragraph the Owner and the County Council shall use their Reasonable Endeavours to agree a revised specification (which may require amendments to such specification as originally proposed by the Owner) but if the County Council has not approved such specification

within 40 Business Days of submission either Party may refer the matter to a Specialist for determination under the Dispute Resolution Procedure;

- (c) agreed with the County Council the precise location and boundaries of the Secondary School Site and the Additional Secondary School Site; and
- (d) in the event that the Owner elects to provide the Roundhill Academy Extension and the Roundhill Academy Extension cannot be provided in its entirety on the Roundhill Academy Site so as to accord with the standard of accommodation set out in Building Bulletin 103, agreed with the County Council the precise extent, location and boundaries of the Roundhill Academy Extension Land.

Relocated Roundhill Academy

- 3.6 Paragraphs 3.7 to 3.10 shall apply in the event that there has been an election pursuant to paragraph 3.5 above to proceed with the Relocated Roundhill Academy.
- 3.7 If the Owner has elected to construct the Relocated Roundhill Academy it shall Complete the Premises for the Relocated Roundhill Academy in accordance with the agreed Relocated Roundhill Academy Specification and any Necessary Consents such that prior to Occupation of the 2,000th Dwelling (or such other number of Dwellings as may be determined pursuant to any Education Delivery Review):
- (a) the Premises for the Relocated Roundhill Academy sufficient to provide a pupil capacity of 900 is Completed and available for use by the first day of term in the September prior to Occupation of the 2,000 Dwelling (or such other number of Dwellings as may be determined pursuant to any Education Delivery Review); and
 - (b) the Premises for the Relocated Roundhill Academy Completed pursuant to paragraph 3.5(a) above, the Secondary School Site and the Additional Secondary School Site have been Transferred to the County Council (and the County Council shall accept such Transfer) or, by agreement with the County Council, to the relevant Education Provider;
- and the Owner shall not Occupy or permit Occupation of more than 2,000 Dwellings (or such other number of Dwellings as may be determined pursuant to any Education Delivery Review) until the obligations in sub-paragraphs (a) and (b) of this paragraph 3.7 have been complied with.
- 3.8 The Owner shall Complete the Premises for the Relocated Roundhill Academy providing a further pupil capacity of 300 and make them available for use by the first day of term in the September prior to Occupation of the 3,500th Dwelling (or such other number of Dwellings as may be determined pursuant to any Education Delivery Review) and the Owner shall not Occupy or permit Occupation of more than 3,500 Dwellings (or such other number of Dwellings as may be determined pursuant to any Education Delivery Review) until such Premises for the Relocated Roundhill Academy are Complete and available for use.
- 3.9 The Owner's obligations in paragraph 3.8 above shall be subject to the Transfer of the Completed Premises for the Relocated Roundhill Academy and the Secondary School Site and the Additional Secondary School Site pursuant to paragraph 3.7(b) above granting to the Owner any necessary rights to enable it to access the Relocated Roundhill Academy and to connect into and/or run services across the Relocated Roundhill Academy and all other necessary rights to enable it to comply with the obligations in paragraph 3.6 or subject to such rights being otherwise granted to the Owner at the relevant time by the County Council or, by agreement with the County Council, the relevant Education Provider and for the avoidance of doubt the Owner shall request the inclusion of said rights in the relevant Transfer.
- 3.10 If the Owner elects not to construct the Relocated Roundhill Academy the Owner shall:

- (a) prior to Occupation of 1,400 Dwellings:
- (i) Transfer the Secondary School Site to the County Council at nil cost (and the County Council shall accept such Transfer); and
 - (ii) (simultaneously with the Transfer of the Secondary School Site pursuant to paragraph 3.10(a)(i) above) Transfer the Additional Secondary School Site to the County Council at nil cost (and the County Council shall accept such Transfer);

and the Owner shall not Occupy or permit Occupation of more than 1,400 Dwellings until the Transfers of the Secondary School Site and the Additional Secondary School Site have been affected pursuant to this paragraph 3.10(a); and

- (b) pay the following initial instalments of the Relocated Roundhill Academy Contribution to the County Council as follows:
- (i) 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 the Premises for the Relocated Roundhill Academy;
 - (ii) thereafter 10% within 4 weeks of the RIBA Stage 3 Developed Design being reached;
 - (iii) thereafter 20% within 4 weeks of issue of the tender or commencement of such other reasonable procurement route as the County Council may have adopted at that time for the construction contract to build the Relocated Roundhill Academy; and
 - (iv) thereafter 20% within 3 months of commencement of construction of the Relocated Roundhill Academy;
- (c) pay the following further instalments of the Relocated Roundhill Academy Contribution to the County Council as follows:
- (i) 5% within 4 weeks of receipt of a written notice from the County Council confirming that the County Council has decided to proceed with the construction of the Premises for the Relocated Roundhill Academy providing a further pupil capacity of 300;
 - (ii) thereafter 5% within 4 weeks of the RIBA Stage 3 Developed Design for such Premises being reached;
 - (iii) thereafter 15% within 4 weeks of the 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; and
 - (iv) thereafter 15% within 3 months of commencement of construction of such Premises

PROVIDED THAT no instalment of the Relocated Roundhill Academy Contribution referred to at paragraph 3.10(b) above shall be payable prior to Occupation of the 1,400th Dwelling AND PROVIDED FURTHER THAT no instalment of the Relocated Roundhill Academy Contribution referred to at paragraph 3.10(c) above shall be payable prior to Occupation of 3,000 Dwellings.

Roundhill Academy Extension

- 3.11 Paragraphs 3.12 to 3.14 shall apply in the event that there has been an election pursuant to paragraph 3.5 above to provide the Roundhill Academy Extension.

3.12 If the Owner has elected to construct the Roundhill Academy Extension it shall Complete the Premises for the Roundhill Academy Extension in accordance with the agreed Roundhill Academy Extension Specification and any Necessary Consents such that prior to Occupation of the 2,000th Dwelling (or such other number of Dwellings as may be determined pursuant to any Education Delivery Review):

- (a) the Premises for the Roundhill Academy Extension providing a pupil capacity of 450 is available for use by the first day of term in the September prior to Occupation of the 2,000th Dwelling; and
- (b) in the event that the Roundhill Academy Extension cannot be provided in its entirety on the Roundhill Academy Site so as to accord with the standard of accommodation set out in the Building Bulletin 103 the Roundhill Academy Extension Land (and if applicable the Premises or any part thereof constructed pursuant to paragraph 3.12(a) above on the Roundhill Academy Extension Land) has been Transferred to the County Council (and the County Council shall accept such Transfer) or, by agreement with the County Council, to the relevant Education Provider;

and the Owner shall not Occupy or permit Occupation of more than 2,000 Dwellings (or such other number of Dwellings as may be determined pursuant to any Education Delivery Review) until the obligations in sub-paragraphs (a) and (b) of this paragraph 3.12 have been complied with.

3.13 The Owner's obligations in paragraph 3.12 shall be subject to the Owner being granted any necessary rights at the relevant time to enable it to access the Roundhill Academy Site and to connect into and/or run services on and/or under such land and all other rights necessary to enable the Owner to comply with its obligations in paragraph 3.12 and for the avoidance of doubt the Owner shall request the inclusion of said rights in the relevant Transfer.

3.14 If the Owner elects not to construct the Premises for the Roundhill Academy Extension the Owner shall pay the following instalments of the Roundhill Academy Extension Contribution to the County Council as follows:

- (a) 15% 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 the Premises of the Roundhill Academy Extension providing an initial pupil capacity of 450;
- (b) thereafter 15% within 4 weeks of the RIBA Stage 3 Developed Design for such Premises being reached;
- (c) thereafter 35% within 4 weeks of the 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; and
- (d) thereafter 35% within 3 months of commencement of construction of such Premises;

PROVIDED THAT no instalment of the Roundhill Academy Extension Contribution set out in this paragraph 3.14 shall be payable prior to Occupation of the 1,750th Dwelling.

Secondary School

3.15 Paragraphs 3.16 to 3.19 shall apply in the event that there has been an election pursuant to paragraph 3.5 of this Schedule to provide the Secondary School.

3.16 If the Owner has elected to construct the Secondary School, it shall Complete the Premises for the Secondary School in accordance with the relevant agreed Secondary School Specification and any Necessary Consents such that prior to Occupation of the 2,000th Dwelling (or such other number of Dwellings as may be determined pursuant to any Education Delivery Review):

- (a) the Premises for the Secondary School providing a pupil capacity of 450 is Completed and available for use by the first day of term in the September prior to Occupation of the 2,000th Dwelling (or such other number of Dwellings as may be determined pursuant to any Education Delivery Review); and
- (b) the Premises for the Secondary School Completed pursuant to paragraph 3.16(a) above and the Secondary School Site have been Transferred to the County Council (and the County Council shall accept such Transfer) or, by agreement with the County Council, to the relevant Education Provider;

and the Owner shall not Occupy or permit Occupation of more than 2,000 Dwellings (or such other number of Dwellings as may be determined pursuant to any Education Delivery Review) until the obligations in sub-paragraphs (a) and (b) of this paragraph 3.16 have been complied with.

- 3.17 The Owner shall Complete the Premises for the Secondary School providing a further pupil capacity of 300 and make them available for use by the first day of term in the September prior to Occupation of the 3,500th Dwelling (or such other number of Dwellings as may be determined pursuant to any Education Delivery Review) and the Owner shall not Occupy or permit Occupation of more than 3,500 Dwellings (or such other number of Dwellings as may be determined pursuant to any Education Delivery Review) until such Premises for the Secondary School are Complete and available for use.
- 3.18 The Owner's obligations in paragraph 3.17 above shall be subject to the Transfer of the Premises for the Secondary School and the Secondary School Site Completed to the County Council pursuant to paragraph 3.16(b) above granting to the Owner any necessary rights to enable it to access the Transferred Secondary School Site and to connect into and/or run services across the Secondary School Site and all other rights necessary to enable it to comply with the obligations in paragraph 3.17 or subject to such rights being otherwise granted to the Owner at the relevant time by the County Council or, by agreement with the County Council, the relevant Education Provider and for the avoidance of doubt the Owner shall request the inclusion of said rights in the relevant Transfer.
- 3.19 If the Owner elects not to construct the Premises for the Secondary School the Owner shall:
 - (a) not Occupy or permit Occupation of more than 1,400 Dwellings until the Owner has Transferred the Secondary School Site to the County Council (and the County Council shall accept such Transfer);
 - (b) pay the following instalments of the Secondary School Contribution to the County Council as follows:
 - (i) 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 the Premises for the Secondary School providing an initial pupil capacity of 450;
 - (ii) thereafter 10% within 4 weeks of the RIBA Stage 3 Developed Design being reached;
 - (iii) thereafter 20% within 4 weeks of the issue of tenders or commencement of such other reasonable procurement route as the County Council may have adopted at that time of construction contract to construct such Premises; and
 - (iv) thereafter 20% within 3 months of commencement of construction of such Premises; and

- (c) pay the following further instalments of the Secondary School Contribution to the County Council as follows:
- (i) 5% within 4 weeks of receipt of a written notice from the County Council confirming that the County Council has decided to proceed with the construction of the Premises for the Secondary School providing a further pupil capacity of 300;
 - (ii) thereafter 5% within 4 weeks of the RIBA Stage 3 Developed Design for such Premises being reached;
 - (iii) thereafter 15% within 4 weeks of the 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; and
 - (iv) thereafter 15% within 3 months of commencement of construction of such Premises.

PROVIDED THAT no instalment of the Secondary School Contribution referred to at paragraph 3.19(b) above shall be payable prior to Occupation of the 1,400th Dwelling AND PROVIDED FURTHER THAT no instalment of the Secondary School Contribution referred to at paragraph 3.19(c) above shall be payable prior to Occupation of the 3,000th Dwelling .

4 Education Delivery Review

4.1 Any Education Delivery Review Partner may carry out an Education Delivery Review subject to the following provisions:

- (a) the deadlines 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;
- (b) 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;
- (c) 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;
- (d) any amendments proposed in an Education Delivery Review to a deadline for delivery set out in column 1 of the Education Delivery Review Table shall be no earlier than the corresponding deadline set out in column 4 of that table and not later than the corresponding deadline set out in column 5 of that table;
- (e) no Education Delivery Review may be served any earlier than 3 months from the date that any previous Education Delivery Review is agreed or (as the case may be) determined by the County Council where such later Education Delivery Review proposes an amendment to a delivery deadline which was amended in an immediately preceding agreed or determined Education Delivery Review;
- (f) any Education Delivery Review carried out pursuant to this paragraph 4 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;
- (g) in carrying out any Education Delivery Review the relevant Education Delivery Review Partner shall demonstrate that regard has been had to the following matters:

- (i) the rate of take up of places in (as applicable) existing primary schools and Secondary Schools within the catchment area of the Development;
 - (ii) child yield within the Development; and
 - (iii) the capacity of (as applicable) existing primary schools and Secondary Schools within the catchment area of the Development;
- (h) any Education Delivery Review Partner served with 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 it agrees the Education Delivery Review in question (the "Education Delivery Review Notice") and where any Education Delivery Review Partner does not confirm its agreement the Education Delivery Review Partners shall together use Reasonable Endeavours to reach agreement but if agreement is not reached within 20 Business Days of receipt of the last Education Delivery Review Notice to be served pursuant to this paragraph 4.1(h) then the Education Delivery Review shall be referred to the County Council to be determined and the procedure set out in clause 13.6 shall apply as though each reference to the Specialist were a reference to the County Council. For the avoidance of doubt the Dispute Resolution Procedure shall not apply to determination of an Education Delivery Review.

4.2 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.

4.3 Primary School 1, Primary School 2, Primary School 3 and the Relocated Roundhill Academy, Roundhill Academy Extension or (as applicable) the Secondary School shall be delivered in accordance with any revised deadlines agreed or determined pursuant to an Education Delivery Review.

5 Education Liaison Group

5.1 The Owner, 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 and 2 of which shall be appointed by the County Council.

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

- (a) as soon as reasonably practicable after the date of this Deed;
- (b) thereafter, unless agreed by the Owner, the Borough Council and the County Council that there is no need to meet, at 6 monthly intervals; and
- (c) on 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

5.3 The Education Liaison Group shall consider, advise and assist in regard to any matters arising in relation to the provision of the Schools.

ANNEX 1

School Site Transfer Terms

- 1 Grant and reservation of the rights of access and passages of services and rights of entry reasonably necessary for the beneficial enjoyment of the Development.
- 2 Save where expressly stated otherwise in this Deed, the transfer of any School Site shall be for consideration of £1.
- 3 Completion of the Transfer of each of the School Sites and the Roundhill Academy Extension Land or any part thereof shall take place on such dates as shall be agreed in writing between the County Council and the Owner.
- 4 The School Sites and the Roundhill Academy Extension Land shall be free from encumbrances other than the following (insofar as they may relate to the relevant Primary School Site or the Secondary School Site):
 - (a) any matters contained or referred to in the Land Registry registered title for the relevant School Site on the date of and at the time of the transfer other than any charge;
 - (b) any matters discoverable before completion of the Transfer by inspection of the relevant School Site or (as applicable) the Roundhill Academy Extension Land whether or not such inspection has actually taken place;
 - (c) any matters that the transferor does not reasonably know about;
 - (d) all local land charges and all matters capable of registration as local land charges;
 - (e) all notices, demands, charges, orders, resolutions, levies, conditions, restrictions, directions, requirements and other matters served or made by any person or body exercising statutory functions;
 - (f) all matters referred to in Schedule 3 Land Registration Act 2002 and any matters which were overriding interests as defined in section 70(1) Land Registration Act 1925 and which continue in effect under Schedule 12 Land Registration Act 2002 but not occupational interests;
 - (g) all rights of way, water, light, air and other rights, easements, quasi-easements, liabilities and public rights whatsoever and any liability to repair or to contribute towards the cost of repair of roads, passages, sewers, drains, fences or other items;

PROVIDED THAT no such encumbrances listed at (a) to (g) shall prevent the relevant School Site or (as applicable) the Roundhill Academy Extension Land from being developed or used as a Primary School or (as applicable) a Secondary School, the Relocated Roundhill Academy or the Roundhill Academy Extension.

- 5 Subject to a restrictive covenant not to use the relevant School Site or (as applicable) the Roundhill Academy Extension Land other than for education purposes.
- 6 Subject to a covenant that if any School Site should no longer be required by the County Council (in the County's reasonable opinion) for use primarily for education purposes, freehold ownership of such School Site must be first 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 point 4 above) subject to the following:

- (a) all Trigger Events applicable to the delivery of the relevant School Site and the Premises required to be delivered on that site having passed;
- (b) the County Council having obtained any Secretary of State's consent necessary to enable it to release the School Site (and any land and buildings on it) and the County Council shall use reasonable endeavours to obtain such consent.; and
- (c) the original transferor being responsible for all reasonable costs of the County in effecting and completing the legal transfer of the relevant School Site back to the original transferor.

This covenant will be protected by an appropriate restriction on the Land Registry title to the relevant School Site preventing the disposition of the School Site without provision of a direct covenant from the disponent to the original transferor in which the disponent agrees to comply with the terms of this covenant.

- 7 The provisions of the Standard Conditions will apply so far as they are not varied by or inconsistent with the provisions of Schedule 2.

ANNEX 2

Education Delivery Review Table

Column 1: Deadline 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 date of delivery	Column 5 : Delivery date in the absence of review	Column 6: Latest delivery
Completion of Premises for the first Form of Entry of Primary School 1 (Paragraph 2.7, Schedule 2)	N/A	Commencement	Prior to Occupation of 100 th Dwelling	Prior to Occupation of 500 th Dwelling	Prior to Occupation of 500 th Dwelling
Completion of Premises for the second Form of Entry of Primary School 1(Paragraph 2.8, Schedule 2)	N/A	Prior to Occupation of 500 th Dwelling	Prior to Occupation of 1,000 th Dwelling	Prior to Occupation of 1,200 th Dwelling	Prior to Occupation of 1,375 th Dwelling
Completion of Premises for the first Form of Entry of Primary School 2 (Paragraph 2.17, Schedule 2)	N/A	Prior to Occupation of 1,225 th Dwelling	Prior to Occupation of 1,800 th Dwelling	Prior to Occupation of 2,300 th Dwelling	Prior to Occupation of 2,725 th Dwelling
Completion of Premises for the second Form of Entry of Primary School 2 (Paragraph 2.18, Schedule 2)	N/A	Prior to Occupation of 2,225 th Dwelling	Prior to Occupation of 2,725 th Dwelling	Prior to Occupation of 3,200 th Dwelling	Prior to Occupation of 3,725 th Dwelling
Completion of Premises for the third Form of Entry of Primary School 2 or (if Primary School 3 is to be provided by the Owner) Completion of Premises for Primary School 3	N/A	Prior to Occupation of 3,500 th Dwelling	Prior to Occupation of 3,725 th Dwelling	Prior to Occupation of 4,000 th Dwelling	Prior to Occupation of 4,500 th Dwelling

(Paragraphs 2.19 and 2.28 respectively, Schedule 2)							
Completion of Premises for the Relocated Roundhill Academy providing initial pupil capacity of 900 (Paragraph 3.7, Schedule 2)	Occupation of the 500 th Dwelling	Prior to Occupation of 750 th Dwelling	Prior to Occupation of 1,750 th Dwelling	Prior to Occupation of 2,000 th Dwelling	Prior to Occupation of 2,250 th Dwelling	Prior to Occupation of 2,500 th Dwelling	Prior to Occupation of 2,250 th Dwelling
Completion of Premises for the Relocated Roundhill Academy providing further pupil capacity of 300 (Paragraph 3.8, Schedule 2)	Occupation of 1,800 th Dwelling	Prior to Occupation of 2,000 th Dwelling	Prior to Occupation of 3,250 th Dwelling	Prior to Occupation of 3,500 th Dwelling	Prior to Occupation of 3,800 th Dwelling	Prior to Occupation of 3,800 th Dwelling	Prior to Occupation of 3,800 th Dwelling
Completion of Premises for the Roundhill Academy Extension providing a pupil capacity of 450 (Paragraph 3.12, Schedule 2)	Occupation of 500 th Dwelling	Prior to Occupation of 750 th Dwelling	Prior to Occupation of 1,750 th Dwelling	Prior to Occupation of 2,000 th Dwelling	Prior to Occupation of 2,250 th Dwelling	Prior to Occupation of 2,250 th Dwelling	Prior to Occupation of 2,250 th Dwelling
Completion of Premises for the Secondary School providing initial pupil capacity of 450 (Paragraph 3.16, Schedule 2)	Occupation of 500 th Dwelling	Prior to Occupation of 750 th Dwelling	Prior to Occupation of 1,750 th Dwelling	Prior to Occupation of 2,000 th Dwelling	Prior to Occupation of 2,250 th Dwelling	Prior to Occupation of 2,250 th Dwelling	Prior to Occupation of 2,250 th Dwelling
Completion of Premises for the Secondary School providing further pupil capacity of 300 (Paragraph 3.17, Schedule 2)	Occupation of 500 th Dwelling	Prior to Occupation of 2,000 th Dwelling	Prior to Occupation of 3,250 th Dwelling	Prior to Occupation of 3,500 th Dwelling	Prior to Occupation of 3,800 th Dwelling	Prior to Occupation of 3,800 th Dwelling	Prior to Occupation of 3,800 th Dwelling

ANNEX 3

Education Liaison Group Terms of Reference

NORTH EAST OF LEICESTER SUSTAINABLE URBAN EXTENSION ("NEoL SUE")

EDUCATION LIAISON GROUP

TERMS OF REFERENCE

October 2015

Introduction

1. The NEoL SUE represents a key development within the Charnwood area to help address the demand for additional housing, commercial development and supporting infrastructure.
2. The Section 106 agreement for the NEoL SUE development makes provision for developer contributions to provide an additional 2 or 3 new primary schools (to be determined at the appropriate time as construction proceeds), some off-site provision pending their development, and an additional 750 secondary places and transition arrangements.
3. The Education Act 1996 places a statutory duty on Leicestershire County Council (hereinafter referred to as the Council) acting as the relevant Local Education 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 Leicestershire County Council, it is proposed that considerations regarding the provision of the additional school places to meet the needs of the NEoL SUE should be assisted by an Education Liaison Group (the "Group").

Purpose of the Group

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 Leicestershire County 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 NEoL SUE development, as a means of improving the standards of education provided to children and young people in the North East of Leicester ("NEoL").
 - To develop a consistent framework that is empowered to consider, influence and manage as appropriate, all matters relating to school place planning within the NEoL.

- To help ensure that decisions taken in relation to the allocation of school places and delivery schedule arising as a consequence of the NEoL SUE 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 (it shall not be the role of the Group to seek to vary the agreed number of schools or locations as defined in the S106 agreement).

Specific Responsibilities

7. The duties of the Group shall be to:

- Receive reports on the annual pupil yields arising from the NEoL SUE development.
- Consider the education needs arising from detailed planning applications within the NEoL SUE development area 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 NEoL SUE.
- Receive annual details of the take-up of places of pupils living in the NEoL SUE development area, such analysis shall include attendance at NEoL schools and those schools outside of the catchment area.
- Ensure that the timing of education provision relative to NEoL is appropriate to the rate of development.
- Review the impact of the development on faith school and alternative provision, in particular that relating to SEND (special educational needs and disability).
- Consider how the first 30 primary children from the NEoL SUE development will be accommodated within the existing school system.
- Receive advice in relation to Leicestershire County Council's school place planning strategy or policy matters where such might relate to the NEoL SUE development.
- Receive advice in relation to Central Government/Department for Education legislation and regulations relative to school place planning matters where such might relate to the NEoL SUE development.
- Contribute to the development of the educational vision, values, ethos and character of the new schools within the NEoL SUE development area.
- Receive progress reports from Commercial Estates Projects Limited on land sales to house builders and to consider housing completion rates and sales figures.
- Consider early years provision arising as a consequence of families resident in the NEoL SUE 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 Leicestershire County Council to fulfil its statutory duty in relation to the identification of a suitable Academy Proposer interested in sponsoring the new schools to be built in the NEoL SUE area.
- Provide Leicestershire County Council with details of job opportunities and apprenticeships created by 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 NEoL SUE.

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
- Commercial Estates Projects Limited (as representative of the Owner as defined in the S106 agreement for the NEoL SUE development);
 - Leicestershire County Council (for the time being this will be the Head of Strategy 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

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 where 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 termly in the first instance i.e. three times 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, but respecting the need for any confidentiality or embargoes that might be stated (in circumstances where any doubt exists the representative shall check 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.