

SCHEDULE 6

Management Arrangements

1 Management Arrangements

- 1.1 Subject to paragraph 1.2 below, for the purposes of this Deed "Management Arrangements" shall mean any of the following:
- (a) retention of the Development or such part thereof as may be specified in the relevant provision by the Owner and appointment of a Management Company or Alternative Management Body to manage and maintain the element of the Development in question in accordance with the details approved by the Borough Council pursuant to this Schedule 6 and in accordance with the other obligations contained in this Schedule 6; or
 - (b) Transfer of the Development or such part thereof as may be specified in the relevant provision by the Owner to a Management Company or an Alternative Management Body for the purposes of and procuring the long term management and maintenance of the relevant element of the Development in accordance with the details approved by the Borough Council pursuant to this Schedule 6 and in accordance with the other obligations contained in this Schedule 6.
- 1.2 The Owner shall procure that the relevant element of the Development shall be managed and maintained in accordance with the Management Arrangements and, for the avoidance of doubt, following the expiry of any long leasehold interest that may be granted to a Management Company for the purposes of the Management Arrangements the obligation on the Owner to manage and maintain shall continue in perpetuity.
- 1.3 The Owner shall submit the following details to the Borough Council in each instance it seeks the Borough Council's approval to its proposed Management Arrangements:
- (a) details of the identity of the proposed Management Company or Alternative Management Body to be responsible for owning (if applicable) managing and maintaining the Development or such specified part thereof;
 - (b) details of the permanent funding of the relevant Management Arrangements which may include one or more of the following:
 - (i) commuted sums for investment for the benefit of the Management Company or Alternative Management Body approved as part of the Management Arrangements;
 - (ii) the creation of an estate rent charge or other service charge arrangements;
 - (iii) endowing the relevant Management Company or Alternative Management Body so approved with the income generating assets;
 - (iv) appropriate arrangements for provision of security for the funding;
 - (c) any contracting of management or other activities to bodies having relevant and proven expertise in the relevant area;
 - (d) if applicable, details of the constitution of the proposed Management Company or Alternative Management Body (save in the case where the proposed Alternative Management Body is the Borough Council or the County Council in which case such details shall not be required);

- (e) details of the mechanism to ensure that the Borough Council and/or the County Council will at all times have directly enforceable covenants in respect of the Management Arrangements;
 - (f) public access arrangements; and
 - (g) management and maintenance standards to be implemented and retained together with a mechanism and evidence to demonstrate how the relevant element of the Development will be managed and maintained in perpetuity (for the avoidance of doubt where the Public Open Space Strategy contains management and maintenance standards for a particular Public Open Space Element then the standards to be implemented and retained in perpetuity for such Public Open Space Element shall be as approved under the Public Open Space Strategy).
- 1.4 The Borough Council shall provide its informal comments on any draft Management Arrangements prepared by the Owner in advance of any formal submission to it pursuant to paragraph 1.3 above.
- 1.5 If the Borough Council refuses to approve the proposed Management Arrangements it shall notify the Owner in writing setting out the reasons for its decision and the steps it requires to be taken or information provided by the Owner in order to satisfy the Borough Council's requirements.
- 1.6 Following issue of the Borough Council's notice pursuant to paragraph 1.4 above the Owner shall comply with the Borough Council's notice PROVIDED THAT if the Owner disagrees with the matters set out in the Borough Council's notice the Owner shall advise the Borough Council within 10 Business Days of receipt of the Borough Council's notice and if the Owner and the Borough Council have not between them resolved the issues in dispute within a further 20 Business Days either Party may refer the issues in dispute to a Specialist for determination under the Dispute Resolution Procedure.
- 1.7 The above procedure may be repeated until such time as the Borough Council agrees (or as the case may be the Specialist determines) that the Owner's proposed Management Arrangements are approved.
- 1.8 Following receipt of approval to the Management Arrangements the Owner shall establish the proposed Management Company or Alternative Management Body (as applicable) and upon Completion of the Development or the relevant part thereof in accordance with the provisions of this Deed the Owner shall Transfer such land as is necessary and/or otherwise grant all rights necessary for the management and maintenance of the Development or relevant part thereof and such sums as are necessary pursuant to the approved Management Arrangements to enable it to manage and maintain the Development or relevant part thereof.
- 1.9 Subject to paragraph 1.2 above, the Owner shall manage and maintain the relevant part of the Development at its own expense until responsibility for its management and maintenance has been Transferred in accordance with the approved Management Arrangements.
- 1.10 The Owner shall procure that the Open Space Elements (and any other element of the Development for which Management Arrangements are required) are managed and maintained in accordance with the Management Arrangements and that the Borough Council has directly enforceable obligations against the Management Company or the Alternative Management Body as the case may be.
- 1.11 The Owner shall procure that any Management Company or Alternative Management Body approved pursuant to the provisions of this Schedule 6 shall send an appropriate representative to any meetings of the Community Liaison Group and the Owner shall procure the same.