

~~3.5 make available the PDZ8 Healthcare Facility for Occupation;~~

~~where "need" is determined by reference to the needs of the anticipated total population of the Development having regard in all instances to the capacity at existing or proposed (being healthcare facilities that will be delivered within the following 6 months) Off Site and/or On Site healthcare facilities that serve the Development, the type/format of such facilities and the anticipated total population of the Development;~~

~~[not used]~~

"PDZ8 Second Healthcare Facility Report"

~~means a report prepared by the Developer setting out the results of the PDZ8 Second Healthcare Facility Consultation (such report to attach the written comments of the Health Working Group from the PDZ8 Second Healthcare Facility Consultation) and, where the PDZ8 Healthcare Facility is needed, recommending the triggers by which the Developer is to:~~

- ~~1. secure a Healthcare Service Provider;~~
- ~~2. Commence construction of the PDZ8 Healthcare Facility;~~
- ~~3. Complete the construction of the PDZ8 Healthcare Facility;~~
- ~~4. enter into the Healthcare Facility Lease or use Reasonable Endeavours to enter into the Healthcare Facility Lease for the PDZ8 Healthcare Facility; and~~
- ~~5. make available the PDZ8 Healthcare Facility for Occupation;~~

~~[not used]~~

"Uncommitted PDZ4 Healthcare Facilities Cost Cap"

means A LESS B where:

1. **A** = £2,574 per sq m Indexed multiplied by C;
2. **C** = 1,200 sq m GIA LESS the GIA of the PDZ4 Healthcare Facility provided pursuant to paragraphs 2.10 or 2.12;
3. **B** = £1,814 per sq m Indexed multiplied by C

"Uncommitted PDZ6 Healthcare Facilities Cost Cap"

means A LESS B where:

1. **A** = £2,574 per sq m Indexed multiplied by C;
2. **C** = 645 sq m GIA or, where the PDZ6 Healthcare Facility is to be provided pursuant to paragraphs 1.8

or 1.10, 645 sq m GIA LESS the GIA of the PDZ6 Healthcare Facility so provided;

3. **B = £1,814 per sq m Indexed multiplied by C**

"Uncommitted PDZ8 Healthcare Facilities Cost Cap"

~~means A LESS B where:~~

~~1. A = £2,574 per sq m Indexed multiplied by C;~~

~~2. C = 613 sq m GIA or, where the PDZ8 Healthcare Facility is to be provided pursuant to paragraphs 5.5, 5.7 or 5.14, 613 sq m GIA LESS the GIA of the PDZ8 Healthcare Facility so provided;~~

~~3. B = £1,814 per sq m Indexed multiplied by C~~

[not used]

OPERATIVE PROVISIONS

1. PDZ6 HEALTHCARE FACILITY

- 1.1 The Developer shall not Occupy more than 300 (three hundred) Residential Units which are permitted to be constructed across the Development unless and until the Developer has commenced the PDZ6 Healthcare Facility Consultation.
- 1.2 The Developer shall carry out the PDZ6 Healthcare Facility Consultation and prepare the PDZ6 Healthcare Facility Report in accordance with paragraph 6.3.
- 1.3 Where the Approved PDZ6 Healthcare Facility Report recommends that:
- 1.3.1 the PDZ6 Healthcare Facility is needed and the Healthcare Triggers for the PDZ6 Healthcare Facility are appropriate; or
- 1.3.2 the PDZ6 Healthcare Facility is needed and the Healthcare Triggers for the PDZ6 Healthcare Facility are not appropriate, the remaining obligations in this paragraph 1 shall be deemed to be amended to reflect the Healthcare Alternative Triggers

AND

- 1.3.3 in respect of both scenarios set out in paragraphs 1.3.1 and 1.3.2, the Approved PDZ6 Healthcare Facility Report recommends that the PDZ6 Healthcare Facility should be a certain size up to 645 sq m (GEA) and the type of primary healthcare facility

the Developer shall provide the PDZ6 Healthcare Facility in accordance with paragraphs 1.4 to 1.9 (inclusive) and shall proceed to procure a Healthcare Service Provider for the PDZ6 Healthcare Facility in accordance with such recommended size and type and references to PDZ6 Healthcare Facility in the remainder of this paragraph 1 shall be read accordingly.

- 1.4 By no later than the Occupation of 300 (three hundred) Residential Units which are permitted to be constructed in PDZ6 and prior to the submission of a HF Reserved Matters Application for the PDZ6 Healthcare Facility, the Developer shall:

- 1.4.1 secure a Healthcare Service Provider to take a Healthcare Facility Lease of the PDZ6 Healthcare Facility;
- 1.4.2 submit to the LPA for Approval the heads of terms of the Healthcare Facility Lease in respect of the PDZ6 Healthcare Facility **PROVIDED THAT** the LPA shall not be entitled to refuse to Approve the heads of terms of the Healthcare Facility Lease where such heads of terms are reasonable for the commercial healthcare service provider industry;
- 1.5 Prior to the submission of a HF Reserved Matters Application for the PDZ6 Healthcare Facility, the Developer shall agree with the Healthcare Service Provider for the PDZ6 Healthcare Facility the scope of works that the Developer will carry out and complete in order to construct the PDZ6 Healthcare Facility (such scope of works not to exceed the Healthcare Facilities Cost Cap) **PROVIDED THAT** in the event the scope of works proposed by the Healthcare Service Provider would result in the Healthcare Facilities Cost Cap for the PDZ6 Healthcare Facility being exceeded, the Developer, the LPA and the Healthcare Service Provider will work together to amend the scope of work in respect of the PDZ6 Healthcare Facility such that the Healthcare Facilities Cost Cap for the PDZ6 Healthcare Facility is not exceeded.
- 1.6 The Developer shall not submit a HF Reserved Matters Application for the PDZ6 Healthcare Facility unless and until a Healthcare Service Provider for the PDZ6 Healthcare Facility has been secured. In submitting a HF Reserved Matters Application for the PDZ6 Healthcare Facility, such application shall be accompanied by evidence of the approval by the Healthcare Service Provider for the PDZ6 Healthcare Facility of such HF Reserved Matters Application.
- 1.7 The Developer shall not Occupy more than 400 (four hundred) Residential Units which are permitted to be constructed in PDZ6 unless and until construction work on the PDZ6 Healthcare Facility has Commenced.
- 1.8 The Developer shall not Occupy more than 650 (six hundred and fifty) Residential Units which are permitted to be constructed in PDZ6 unless and until:
 - 1.8.1 the PDZ6 Healthcare Facility has been completed in accordance with the scope of works agreed pursuant to paragraph 1.5;
 - 1.8.2 the Healthcare Facility Lease has been offered to the Healthcare Service Provider for the PDZ6 Healthcare Facility on the heads of terms Approved pursuant to paragraph 1.4.2 and either:
 - (a) such Healthcare Facility Lease has been granted to the Healthcare Service Provider; or
 - (b) where such Healthcare Facility Lease has not been granted to the Healthcare Service Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease within a period of no less than 6 (six) months from the date of such Healthcare Facility Lease being first offered for grant to the Healthcare Service Provider (the "**First Offer Period**");
 - 1.8.3 the PDZ6 Healthcare Facility has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.
- 1.9 Where the Healthcare Facility Lease for the PDZ6 Healthcare Facility is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Healthcare Facility Lease, the Developer shall

continue to offer the Healthcare Facility Lease on the heads of terms Approved pursuant to paragraph 1.4.2 to the Healthcare Property Provider for the PDZ6 Healthcare Facility and the provisions of paragraph 1.8 shall re-apply.

- 1.10 Where the Healthcare Facility Lease for the PDZ6 Healthcare Facility is not granted within the First Offer Period and the LPA agrees that the Developer has used Reasonable Endeavours to grant such Healthcare Facility Lease, the Developer shall continue to offer such Healthcare Facility Lease to the Healthcare Service Provider for the PDZ6 Healthcare Facility and may also offer such Healthcare Facility Lease to any other potential Healthcare Service Provider for the PDZ6 Healthcare Facility and the Developer shall use Reasonable Endeavours to grant such Healthcare Facility Lease to a Healthcare Service Provider within 3 (three) months of the expiry of the First Offer Period (the "**Second Offer Period**") and where such Healthcare Facility Lease is granted the Developer shall make the PDZ6 Healthcare Facility available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.
- 1.11 Where the Healthcare Facility Lease for the PDZ6 Healthcare Facility is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the PDZ6 Healthcare Facility.
- 1.12 Where the Approved PDZ6 Healthcare Facility Report recommends that the PDZ6 Healthcare Facility is not needed, the Developer shall not be required to provide the PDZ6 Healthcare Facility notwithstanding the PDZ6 Healthcare Facility is shown on the ZMP for PDZ6 approved pursuant to Condition LCS0.1.
- 1.13 Where:
- 1.13.1 the PDZ6 Healthcare Facility is provided pursuant to paragraphs 1.8 or 1.9; or
- 1.13.2 the PDZ6 Healthcare Facility is not provided pursuant to paragraph 1.12
- the Developer shall increase the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility by the amount of any Uncommitted PDZ6 Healthcare Facilities Cost Cap.
- 1.14 Within 20 (twenty) Working Days of the PDZ6 Healthcare Facility Report being Approved the Developer shall submit to the LPA for Approval a report setting out how much of the Healthcare Facilities Cost Cap for the PDZ6 Healthcare Facility will be utilised and the amount (together with reasonable comparable evidence and the necessary calculations), if any, of the Uncommitted PDZ6 Healthcare Facilities Cost Cap that is available for the purposes of paragraph 1.13.

2. **PDZ4 HEALTHCARE FACILITY**

- 2.1 The Developer shall not Occupy more than 1,500 (one thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until the Developer has commenced the PDZ4 Healthcare Facility Consultation.
- 2.2 The Developer shall not Commence Development of any Residential Units in PDZ4 unless and until the PDZ4 Healthcare Facility Consultation has been completed in accordance with paragraph 6.3.
- 2.3 The Developer shall carry out the PDZ4 Healthcare Facility Consultation and prepare the PDZ4 Healthcare Facility Report in accordance with paragraph 6.3.

- 2.4 Following the Approval of the PDZ4 Healthcare Facility Report, the Developer shall, if the Approved Healthcare Facility Report concludes that the PDZ4 Healthcare Facility is needed, provide the PDZ4 Healthcare Facility in accordance with paragraphs 2.5 to 2.13 (inclusive) and shall proceed to procure a Healthcare Service Provider for the PDZ4 Healthcare Facility in accordance with the details approved in the Approved PDZ4 Healthcare Facility Report.
- 2.5 Where the Approved PDZ4 Healthcare Facility Report recommends that the Healthcare Triggers for the PDZ4 Healthcare Facility are not appropriate, the remaining obligations in this paragraph 2 shall be deemed to be amended to reflect the Healthcare Alternative Triggers.
- 2.6 Prior to the Commencement of Development in DP4.1, the Developer shall:
- 2.6.1 secure a Healthcare Service Provider to take a Healthcare Facility Lease of the PDZ4 Healthcare Facility;
 - 2.6.2 submit to the LPA for Approval the heads of terms of the Healthcare Facility Lease in respect of the PDZ4 Healthcare Facility **PROVIDED THAT** the LPA shall not be entitled to refuse to Approve the heads of terms of the Healthcare Facility Lease where such heads of terms are reasonable for the commercial healthcare service provider industry;
 - 2.6.3 agree with the Healthcare Service Provider for the PDZ4 Healthcare Facility the scope of works that the Developer will carry out and complete in order to construct the PDZ4 Healthcare Facility (such scope of works not to exceed the Healthcare Facilities Cost Cap) and the timetable for so doing **PROVIDED THAT** in the event the scope of works proposed by the Healthcare Service Provider would result in the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility being exceeded, the Developer, the LPA and the Healthcare Service Provider will work together to amend the scope of work in respect of the PDZ4 Healthcare Facility such that the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility is not exceeded.
- 2.7 [Not used]
- 2.8 [Not used]
- 2.9 The Developer shall deliver the PDZ4 Healthcare Facility in accordance with the scope of works and timetable agreed pursuant to paragraph 2.6 unless otherwise agreed by the LPA.
- 2.10 The Developer shall not Occupy more than 90% of the Private Residential Units approved in PDZ4 or 3,000 of the Private Residential Units Site Wide (whichever occurs first) unless and until:
- 2.10.1 the PDZ4 Healthcare Facility has been completed in accordance with the scope of works agreed pursuant to paragraph 2.6.3;
 - 2.10.2 it has offered the Healthcare Facility Lease to the Healthcare Service Provider for the PDZ4 Healthcare Facility on the heads of terms Approved pursuant to paragraph 2.6.2 and either:
 - (a) such Healthcare Facility Lease has been granted to the Healthcare Service Provider; or
 - (b) where such Healthcare Facility Lease has not been granted to the Healthcare Service Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable

Endeavours have been used) to grant such Healthcare Facility Lease within a period of no less than 6 (six) months from the date of such Healthcare Facility Lease being first offered for grant to the Healthcare Service Provider (the "**First Offer Period**");

- 2.10.3 the PDZ4 Healthcare Facility has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.
- 2.11 Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Healthcare Facility Lease, the Developer shall continue to offer the Healthcare Facility Lease on the heads of terms Approved pursuant to paragraph 2.6.2 to the Healthcare Service Provider for the PDZ4 Healthcare Facility and the provisions of paragraph 2.10 shall re-apply.
- 2.12 Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility is not granted within the First Offer Period and the LPA agrees the Developer has used Reasonable Endeavours to grant such Healthcare Facility Lease, the Developer shall continue to offer such Healthcare Facility Lease to the Healthcare Service Provider for the PDZ4 Healthcare Facility and may also offer such Healthcare Facility Lease to any other potential Healthcare Service Provider for the PDZ4 Healthcare Facility and the Developer shall use Reasonable Endeavours to grant such Healthcare Facility Lease to a Healthcare Service Provider within 3 (three) months of the expiry of the First Offer Period (the "**Second Offer Period**") and where such Healthcare Facility Lease is granted the Developer shall make the PDZ4 Healthcare Facility available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider.
- 2.13 Where the Healthcare Facility Lease for the PDZ4 Healthcare Facility is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease, the Developer may at any time after the expiry of the Second Offer Period implement any alternative Non Residential Use for the PDZ4 Healthcare Facility approved in the relevant Reserved Matters approval.
- 2.14 [Not used] .
- 2.15 [Not used]
- 2.16 [Not used]
- 2.17 Within 20 (twenty) Working Days of the PDZ4 Healthcare Facility Report being Approved, the Developer shall submit to the LPA for Approval a report setting out how much of the Healthcare Facilities Cost Cap for the PDZ4 Healthcare Facility has been utilised and the amount (together with reasonable evidence and the necessary calculations), if any, of the Uncommitted PDZ6 Healthcare Facilities Cost Cap ~~that will remain available for the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility.~~
- 2.18 Where:
- 2.18.1 the PDZ4 Healthcare Facility is provided pursuant to paragraphs 2.10 or 2.12 or
- 2.18.2 the PDZ4 Healthcare Facility Extension is not provided pursuant to paragraph 2.13
- any Uncommitted PDZ4 Healthcare Facilities Cost Cap shall be distributed as follows:

~~2.18.3 — where the PDZ8 Second Healthcare Facility Report has yet to be submitted for Approval pursuant to paragraph 5 or such report submitted to the LPA for Approval recommends that the PDZ8 Healthcare Facility is needed the Developer shall add the Uncommitted PDZ4 Healthcare Facilities Cost Cap to the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility Extension; and~~

~~2.18.3 [not used];~~

~~2.18.4 where the PDZ8 Second Healthcare Facility Report is Approved and such Approved PDZ8 Second Healthcare Facility Report recommends that there is no need for the PDZ8 Healthcare Facility, the Developer shall pay the Uncommitted PDZ4 Healthcare Facilities Cost Cap to the LPA for the LPA to spend in accordance with Clause 8.5.~~

3. PDZ8 HEALTHCARE FACILITY CONSULTATION

~~3.1 — The Developer shall not Occupy more than 2,500 (two thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until the Developer has commenced the PDZ8 Healthcare Facility Consultation.~~

~~3.2 — The Developer shall not carry out the PDZ8 Healthcare Facility Consultation unless and until at least 2,300 (two thousand three hundred) Residential Units which are permitted to be constructed across the Development have been Occupied.~~

~~3.3 — The Developer shall carry out the PDZ8 Healthcare Facility Consultation and prepare the PDZ8 Healthcare Facility Report in accordance with paragraph 6.3.~~

~~3.4 — Where the Approved PDZ8 Healthcare Facility Report recommends that:~~

~~3.4.1 [Not used].~~

~~3.4.2 — the PDZ8 Healthcare Facility should be provided, the Developer shall provide the PDZ8 Healthcare Facility in accordance with paragraphs 5.1 to 5.8 (inclusive) and the provisions in paragraph 3.6 shall apply; and/or~~

~~3.4.3 — [Not used]~~

~~3.4.4 — the PDZ8 Healthcare Facility is not needed~~

~~the provisions of paragraphs 5.9 to 5.16 (inclusive) shall apply.~~

~~3.5 — [Not used]~~

~~3.6 — Where the Approved PDZ8 Healthcare Facility Report recommends that:~~

~~3.6.1 — the Healthcare Triggers for the PDZ8 Healthcare Facility are appropriate; or~~

~~3.6.2 — the Healthcare Triggers for the PDZ8 Healthcare Facility are not appropriate, the obligations in paragraphs 5.9 to 5.16 (inclusive) shall be deemed to be amended to reflect the Healthcare Alternative Triggers~~

AND

~~3.6.3 — in respect of both scenarios set out in paragraphs 3.6.1 and 3.6.2, the Approved PDZ8 Healthcare Facility Report recommends that the PDZ8 Healthcare Facility should be a certain size up to 645 sq m (GEA) and the type of primary healthcare facility~~

~~the Developer shall provide the PDZ8 Healthcare Facility in accordance with paragraphs 5.9 to 5.16 (inclusive) and shall proceed to procure a Healthcare Service Provider for the PDZ8 Healthcare Facility in accordance with such recommended size and type and references to PDZ8 Healthcare Facility in paragraphs 5.9 to 5.16 (inclusive) shall be read accordingly.~~

4. ~~PDZ4~~ PDZ 4 HEALTHCARE FACILITY EXTENSION

[Not used].

5. PDZ8 HEALTHCARE FACILITY

~~5.1 — By no later than the Occupation of 3,000 (three thousand) Residential Units which are permitted to be constructed across the Development and prior to the submission of a HF Reserved Matters Application for the PDZ8 Healthcare Facility, the Developer shall:~~

[Not used]

~~5.1.1 — secure a Healthcare Service Provider to take a Healthcare Facility Lease of the PDZ8 Healthcare Facility; and~~

~~5.1.2 — submit to the LPA for Approval the heads of terms of the Healthcare Facility Lease in respect of the PDZ8 Healthcare Facility **PROVIDED THAT** the LPA shall not be entitled to refuse to Approve the heads of terms of the Healthcare Facility Lease where such heads of terms are reasonable for the commercial healthcare service provider industry;~~

~~5.2 — Prior to the submission of a HF Reserved Matters Application for the PDZ8 Healthcare Facility, the Developer shall agree with the Healthcare Service Provider for the PDZ8 Healthcare Facility the scope of works that the Developer will carry out and complete in order to construct the PDZ8 Healthcare Facility (such scope of works not to exceed the Healthcare Facilities Cost Cap) **PROVIDED THAT** in the event the scope of works proposed by the Healthcare Service Provider would result in the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility being exceeded, the Developer, the LPA and the Healthcare Service Provider will work together to amend the scope of work in respect of the PDZ8 Healthcare Facility such that the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility is not exceeded.~~

~~5.3 — The Developer shall not submit a HF Reserved Matters Application for the PDZ8 Healthcare Facility unless and until a Healthcare Service Provider for the PDZ8 Healthcare Facility has been secured. In submitting a HF Reserved Matters Application for the PDZ8 Healthcare Facility, such application shall be accompanied by evidence of the approval by the Healthcare Service Provider for the PDZ8 Healthcare Facility of such HF Reserved Matters Application.~~

~~5.4 — The Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units which are permitted to be constructed across the Development unless and until construction work on the PDZ8 Healthcare Facility has Commenced.~~

~~5.5 — The Developer shall not Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until:~~

~~5.5.1 — the PDZ8 Healthcare Facility has been completed in accordance with the scope of works agreed pursuant to paragraph 5.2;~~

~~5.5.2 — the Healthcare Facility Lease has been offered to the Healthcare Service Provider for the PDZ8 Healthcare Facility on the heads of terms Approved pursuant to paragraph 5.1.2 and either:~~

- (a) ~~such Healthcare Facility Lease has been granted to the Healthcare Service Provider; or~~
- (b) ~~where such Healthcare Facility Lease has not been granted to the Healthcare Service Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease within a period of no less than 6 months from the date of such Healthcare Facility Lease being first offered for grant to the Healthcare Service Provider (the "First Offer Period");~~
- 5-5-3 ~~the PDZ8 Healthcare Facility has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider;~~
- 5-6 ~~Where the Healthcare Facility Lease for the PDZ8 Healthcare Facility is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Healthcare Facility Lease, the Developer shall continue to offer the Healthcare Facility Lease on the heads of terms Approved pursuant to paragraph 5.1.2 to the Healthcare Service Provider for the PDZ8 Healthcare Facility and the provisions of paragraph 5.5 shall re-apply;~~
- 5-7 ~~Where the Healthcare Facility Lease for the PDZ8 Healthcare Facility is not granted within the First Offer Period and the LPA agrees the Developer has used Reasonable Endeavours to grant such Healthcare Facility Lease, the Developer shall continue to offer such Healthcare Facility Lease to the Healthcare Service Provider for the PDZ8 Healthcare Facility and may also offer such Healthcare Facility Lease to any other potential Healthcare Service Provider for the PDZ8 Healthcare Facility and the Developer shall use Reasonable Endeavours to grant such Healthcare Facility Lease to a Healthcare Service Provider within 3 (three) months of the expiry of the First Offer Period (the "Second Offer Period"); and where such Healthcare Facility Lease is granted the Developer shall make the PDZ8 Healthcare Facility available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Healthcare Service Provider;~~
- 5-8 ~~Where the Healthcare Facility Lease for the PDZ8 Healthcare Facility is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Healthcare Facility Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the PDZ8 Healthcare Facility;~~
- 5-9 ~~Where the Approved PDZ8 Healthcare Facility Report recommends that the PDZ8 Healthcare Facility is not needed, the Developer shall by no later than 3 (three) months following the Approval of the PDZ8 Healthcare Facility Report submit to the LPA details of the location of an area no less than 645 sq m GEA within PDZ8 to be safeguarded for future development as the PDZ8 Healthcare Facility which for the avoidance of doubt could include equivalent floorspace within a building in the event the Developer decides to construct a building of 645sq m GEA (the "PDZ8 Safeguarded Area");~~
- 5-10 ~~Subject to paragraph 5.16, the Developer shall not carry out any works on the PDZ8 Safeguarded Area that would prevent the future permanent development of the PDZ8 Healthcare Facility on the PDZ8 Safeguarded Area pursuant to this paragraph 5 and for the avoidance of doubt this paragraph does not prevent any Interim Uses being located on the PDZ8 Safeguarded Area **PROVIDED ALWAYS THAT** such Interim Uses shall not prevent any future permanent development of the PDZ8 Healthcare Facility to be carried out pursuant to this paragraph 5;~~

- 5.11 ~~The Developer shall not Occupy more than 3,340 (three thousand three hundred and forty) Residential Units which are permitted to be constructed across the Development unless and until the Developer has commenced the PDZ8 Second Healthcare Facility Consultation.~~
- 5.12 ~~The Developer shall not carry out the PDZ8 Second Healthcare Facility Consultation unless and until at least 2,850 (two thousand eight hundred and fifty) Residential Units which are permitted to be constructed across the Development have been Occupied.~~
- 5.13 ~~The Developer shall carry out the PDZ8 Second Healthcare Facility Consultation and prepare the PDZ8 Second Healthcare Facility Report in accordance with paragraph 6.3.~~
- 5.14 ~~Where the Approved PDZ8 Second Healthcare Facility Report recommends that:~~
- 5.14.1 ~~the PDZ8 Healthcare Facility is needed; and~~
- 5.14.2 ~~the PDZ8 Healthcare Facility should be a certain size up to 645 sq m (GEA) and the type of primary healthcare facility~~
- 5.15 ~~the Developer shall provide the PDZ8 Healthcare Facility in accordance with paragraphs 5.1 to 5.8 (inclusive) but with the Healthcare Triggers in respect of such paragraphs revised as recommended in the Approved PDZ8 Second Healthcare Facility Report and the Developer shall proceed to procure a Healthcare Service Provider for the PDZ8 Healthcare Facility in accordance with such recommended size and type and references to PDZ8 Healthcare Facility in paragraphs 5.1 to 5.8 (inclusive) shall be read accordingly.~~
- 5.16 ~~Where the Approved PDZ8 Second Healthcare Facility Report recommends that the PDZ8 Healthcare Facility is not needed the Developer shall not be required to provide the PDZ8 Healthcare Facility and the PDZ8 Safeguarded Area and the Developer shall be released from the safeguarding provisions contained in paragraphs 5.9 and 5.10.~~
- 5.17 ~~Where:~~
- 5.17.1 ~~the PDZ8 Healthcare Facility is provided pursuant to paragraphs 5.5, 5.7 or 5.14; or~~
- 5.17.2 ~~the PDZ8 Healthcare Facility is not provided pursuant to paragraph 5.15~~
- ~~the Developer shall pay Uncommitted PDZ8 Healthcare Facilities Cost Cap to the LPA for the LPA to be spend in accordance with Clause 8.5.~~
- 5.18 ~~Within 20 (twenty) Working Days of the PDZ8 Second Healthcare Facility Report being Approved the Developer shall submit to the LPA for Approval a report setting out how much of the Healthcare Facilities Cost Cap for the PDZ8 Healthcare Facility will be utilised and the amount (together with reasonable evidence and the necessary calculations), if any, of the Uncommitted PDZ8 Healthcare Facilities Cost Cap that is available for the purposes of paragraph 5.17.~~

6. GENERAL

- 6.1 Following the grant of a lease of each of the PDZ6 Healthcare Facility, ~~and the PDZ4 Healthcare Facility and the PDZ8 Healthcare Facility~~ and if and so long as such lease(s) (or any renewed or replacement lease(s)) to the Healthcare Service Provider(s) subsists, the PDZ6 Healthcare Facility, ~~and the PDZ4 Healthcare Facility and the PDZ8 Healthcare Facility~~ subject to such lease(s) shall not unless otherwise agreed in writing with the LPA be used other than for healthcare purposes for the benefit of the Development and, to the extent there is spare capacity following take up by the Development, of the residents in the local area.

- 6.2 The Developer covenants to submit to the Health Working Group (in addition to its obligations in respect of each Healthcare Facility Consultation) reports on the key stages of the selection of the Healthcare Service Provider, the procurement of the LCS Healthcare Facilities and the construction of the LCS Healthcare Facilities and to take into account any written comments from the Healthcare Working Group on such reports and where the Developer does not accept any such comments, the Developer shall provide a written explanation and justification to the Health Working Group of why the Developer does not accept such comments.
- 6.3 Each Healthcare Facility Consultation shall be carried out as follows unless otherwise agreed with the LPA:
- 6.3.1 each Healthcare Facility Consultation shall be commenced when the Developer issues written invitations to the members of the Health Working Group to take part in the Healthcare Facility Consultation. The invitation will set out the scope of the Healthcare Facility Consultation and will confirm the timescales set out below;
 - 6.3.2 not more than 10 (ten) Working Days following the issue of invitations pursuant to paragraph 6.3.1 the Developer shall hold a meeting with the Health Working Group to obtain the Health Working Group's initial views on the matters on which they are being consulted;
 - 6.3.3 not more than 10 (ten) Working Days following the meeting held pursuant to paragraph 6.3.2 the Health Working Group shall submit its formal written response on the Healthcare Facility Consultation to the Developer;
 - 6.3.4 not more than 10 (ten) Working Days following receipt of the Health Working Group's formal written response pursuant to paragraph 6.3.3 the Developer shall prepare a draft of the relevant Health Facility Report and shall submit the draft Health Facility Report to the Health Working Group for its review and comment;
 - 6.3.5 not more than 10 (ten) Working Days following receipt of the draft Health Facility Report pursuant to paragraph 6.3.4 the Health Working Group shall provide its written comments on the draft Health Facility Report to the Developer;
 - 6.3.6 not more than 10 (ten) Working Days following receipt of the Health Working Group's comments pursuant to paragraph 6.3.5 the Developer shall prepare the final Health Facility Report taking into account such comments and the final Health Facility Report shall set out how the Developer has taken into account such comments and where the Developer does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated. The Developer shall issue the final Health Facility Report to the LPA for Approval.

7. APPROVAL

- 7.1 The LPA shall confirm whether or not it approves each Health Facility Report, the heads of terms of each Healthcare Facility Lease pursuant to paragraphs 1.4.2, ~~and 2.6.1 and 5.1.2~~ and each report submitted pursuant to paragraphs 1.14, ~~and 2.17 and 5.18~~ within:
- 7.1.1 10 (ten) Working Days of receipt of such Health Facility Report or the heads of terms of each Healthcare Facility Lease pursuant to paragraphs 1.4.2, ~~and 2.6.1 and 5.1.2~~ or each report submitted pursuant to paragraphs 1.14, ~~and 2.17 and 5.18~~ (as applicable) from the Developer, or

- 7.1.2 where the Health Working Group has not provided written comments on the draft Health Facility Report in accordance with paragraph 6, 20 (twenty) Working Days; or
- 7.1.3 where the LPA decides that it needs to report any Health Facility Report or the heads of terms of each Healthcare Facility Lease pursuant to paragraphs 1.4.2, ~~and~~ 2.6.1 ~~and 5.1.2~~ or each report submitted pursuant to paragraphs 1.14, ~~and~~ 2.17 ~~and 5.18~~ (as applicable) to its planning committee, 40 (forty) Working Days of receipt of such Health Facility Report or such heads of terms or such report (as applicable)

PROVIDED THAT where paragraph 7.1.3 applies, the LPA shall notify the Developer of such reporting to its planning committee within 10 (ten) Working Days of receipt of such Health Facility Report or such heads of terms or such report (as applicable) and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such Health Facility Report or such heads of terms or such report the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 10 (ten) Working Days or 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

SCHEDULE 7

SNT AND COMMUNITY FACILITIES

RECITALS

- (A) The Planning Application includes the provision of social and community facilities, the need for which is accepted to arise from the scale of the Development, to be provided on a phased basis during the carrying out of the Development in accordance with this Schedule 7.
- (B) In furtherance of the commitment referred to in (A) above, it has been agreed between the LPA and the Developer that the Development should deliver the Minimum Community Facilities Provision on the terms set out in this Schedule 7.
- (C) It is acknowledged that as at December 2022 at least 50% of the Minimum Community Facilities Provision had been provided and that the number of Residential Units which can be Occupied before all of the Minimum Community Facilities Provision must be provided (as specified in paragraph 4.4.3 below) shall not be changed to a number that is lower than 2,700 (two thousand seven hundred) Residential Units in any event.

DEFINITIONS

- "Approved"** means in the context of this Schedule, approved by the LPA pursuant to paragraph 5.3 or Clause 12 or by the Expert pursuant to Clause 13 and **"Approval"** and cognate expressions shall be construed accordingly;
- "Community Facilities"** means flexible community facilities within Use Class D1 but excluding:
1. the PDZ 4 Healthcare Facility, ~~and the PDZ6 Healthcare Facility and the PDZ8 Healthcare Facility~~ (as defined in Schedule 6 (Health));
 2. the Schools (as defined in Schedule 8 (Education)); and
 3. the SNT Spaces;
- "Community Facilities RM Report"** means a report prepared by the Developer setting out how the proposed detailed design of the relevant Minimum Community Facilities Provision to be provided in the PDZ or the SPDZ the subject of the report and pursuant to the relevant application for Reserved Matters approval is in accordance with the Approved Zonal Community Facilities Strategy together with:
1. notwithstanding the Approval of the Zonal Community Facilities Strategy, any information required to be included in any Zonal Community Facilities Strategy that was not provided or fully provided to the reasonable satisfaction of the LPA in the Approved Zonal Community Facilities Strategy; and
 2. the following information to the extent that such information has not already been provided in the Approved Zonal Community Facilities Strategy:
 - 2.1 the strategy for seeking expressions of interest from the identified potential users of

the Minimum Community Facilities Provision;

2.2 the minimum and maximum parameters for the likely charging regimes (including discounting regimes) for using the Minimum Community Facilities Provision or confirmation that the likely charging regimes (including discounting regimes) are in accordance with the charging regimes (including discounting regimes) in place at other Community Facilities in the MDC Area; and

2.4 how the Minimum Community Facilities Provision will be operated including how users will be able to book the Minimum Community Facilities Provision for their use;

"Community Facilities Strategies"

means each of the LCS Community Facilities Strategy, the Zonal Community Facilities Strategies, the Community Facilities RM Report and the Utilisation of Community Facilities Report and **"Community Facilities Strategy"** means any one of the LCS Community Facilities Strategy, the Zonal Community Facilities Strategy, the Community Facilities RM Report and the Utilisation of Community Facilities Report as applicable in the context;

"Community Facilities Working Group"

means the community facilities working group established and operated in accordance with Conditions LCS0.239 and LCS0.240;

"Community Participation Strategy"

means the corporate strategy prepared by LLDC for community participation and engagement objectives (including programmes and schemes) within the Olympic Park which contributes to convergence with existing communities outside the Site and which sets the context for the Minimum Community Facilities Provision;

"LCS Community Facilities Strategy"

means a strategy for the management, operation, maintenance and use of the Minimum Community Facilities Provision and which shall have regard to the Community Participation Strategy and shall identify and set out the:

1. principles for the promotion of the Minimum Community Facilities Provision;
2. broad categories of potential users of the Minimum Community Facilities Provision;
3. principles of how and when (including principles for the hours of use) the Minimum Community Facilities Provision will be made available to users;
4. options for the management and maintenance of the Minimum Community Facilities Provision;
5. options for the funding of the Minimum Community Facilities Provision; and

	<p>6. PDZs and SPDZs which are to incorporate within their floorspace the Minimum Community Facilities Provision;</p>
"LCS Community Facilities Strategy Consultation"	means the consultation with the Community Facilities Working Group on the preparation and content of the LCS Community Facilities Strategy;
"LCS Community Facilities Strategy Revision"	means an alternative or additional location within the Site to the PDZ(s) and/or SPDZ(s) identified in the Approved LCS Community Facilities Strategy that the Developer proposes should incorporate within its/their floorspace the Minimum Community Facility Provision and, where the alternative or additional location is a Community Facility that has already been constructed in a PDZ or SPDZ, such information as is required to be included in a Zonal Community Facilities Strategy and a Community Facilities RM Report in respect of such Community Facility;
"LCS Community Facilities Strategy Revision Consultation"	means consultation with the Community Facilities Working Group on the LCS Community Facilities Strategy Revision;
"Minimum Community Facilities Provision"	<p>means 1,052sqm <u>926sqm</u> of flexible community floorspace (Use Class D1) and 457sqm of library facilities needed to meet the needs of the Development but excluding:</p> <ol style="list-style-type: none">1. the PDZ 4 Healthcare Facility; and <u>and</u> the PDZ6 Healthcare Facility and the PDZ8 Healthcare Facility (as defined in Schedule 6 (Health));2. the Schools (as defined in Schedule 8 (Education)); and3. the SNT Spaces; <p>AND which is provided in accordance with the LCS Community Facilities Strategy, a Zonal Community Facilities Strategy and a Community Facilities RM Report or pursuant to a LCS Community Facilities Strategy Revision;</p>
"PDZ5 SNT Space"	means a space for a safer neighbourhood team presence operated by the SNT Operator with a GEA up to 110sqm to be located on PDZ5 for the provision of an on-site police presence;
"PDZ6 SNT Space"	means a space for a safer neighbourhood team presence operated by the SNT Operator with a GEA up to 124sqm to be located on PDZ6 for the provision of an on-site police presence;
"PDZ8 SNT Space"	[not used]
"SNT Cost Cap"	means the total cost of constructing and fitting out the SNT Spaces to Shell and Core Standard calculated by applying a rate of £2,048 per sq m Indexed (which includes fees and contingencies but excludes the cost of the land for each SNT Space which is provided at nil consideration) to the GIA of each of SNT Space;

"SNT Lease"	means a legally binding lease for each of the SNT Spaces;
"SNT Operator"	means the Metropolitan Police Authority and such other police authority(ies) or force(s) that has/have the responsibility for policing all or part of the Site from time to time;
"SNT Spaces"	means each of the PDZ5 SNT Space and the PDZ6 SNT Space and the term " SNT Space " shall mean any one of the PDZ5 SNT Space and the PDZ6 SNT Space as applicable in the context.
"Zonal Community Facilities Strategy"	means a strategy for the management, operation, maintenance and use of the Minimum Community Facilities Provision within each PDZ and each SPDZ where all or any part of the Minimum Community Facilities Provision is to be provided and which shall identify and set out: <ol style="list-style-type: none">1. the quantum of the Minimum Community Facilities Provision to be provided in the PDZ or SPDZ (as applicable) the subject of the strategy and how it contributes to the overall Minimum Community Facility Provision;2. the location of the Minimum Community Facilities Provision in the PDZ or the SPDZ;3. the categories of potential users of the Minimum Community Facilities Provision;4. the hours of use for the Community Facilities reflecting the categories of potential users of the Minimum Community Facilities Provision;5. the strategy for promoting the use of the Minimum Community Facilities Provision;6. which of the management and maintenance options set out in the Approved LCS Community Facilities Strategy it is proposed to use for the Minimum Community Facilities Provision; and7. which of the funding options set out in the Approved LCS Community Facilities Strategy it is proposed to use for the Minimum Community Facilities Provision;
"Zonal Community Facilities Strategy Consultation"	means a consultation with the Community Facilities Working Group on the Zonal Community Facilities Strategy for each PDZ where Community Facilities are to be provided.

OPERATIVE PROVISIONS

1. PDZ6 SNT SPACE

1.1 Subject to paragraphs 5.1 and 5.1.2, the Developer shall not Occupy more than 824 (eight hundred and twenty-four) Residential Units which are permitted to be constructed in PDZ6 unless and until:

1.1.1 the PDZ6 SNT Space has been completed to Shell and Core Standard;

1.1.2 an agreement for lease in respect of the SNT Lease has been entered into for the PDZ6 SNT Space; and

1.1.3 the PDZ6 SNT Space has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the lessee of the SNT Lease.

2. PDZ5 SNT SPACE

2.1 Subject to paragraphs 5.1 and 5.1.2, the Developer shall not Occupy more than 461 (four hundred and sixty-one) Residential Units which are permitted to be constructed in PDZ4 and PDZ5 unless and until:

EITHER

2.1.1 the PDZ5 SNT Space has been completed to Shell and Core Standard;

2.1.2 an agreement for lease in respect of the SNT Lease has been entered into for the PDZ5 SNT Space; and

2.1.3 the PDZ5 SNT Space has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the lessee of the SNT Lease

OR

2.1.4 an interim space of the same size as the PDZ5 SNT Space for an onsite police presence and constructed to Shell and Core Standard has been provided and will continue to be provided in PDZ4 or PDZ5 until the PDZ5 SNT Space has been completed and provided pursuant to paragraphs 2.1.1 to 2.1.3 (inclusive).

3. PDZ8 SNT SPACE

3.1.1 [not used].

4. COMMUNITY FACILITIES

4.1 Community Participation Strategy

4.1.1 Prior to submission of the first ZMP, LLDC shall consult the LPA and other key stakeholders identified by LLDC on the Community Participation Strategy.

4.1.2 LLDC shall have regard to comments received during the consultation with the LPA and key stakeholders on the Community Participation Strategy when preparing the final Community Participation Strategy.

4.1.3 In the event LLDC decides to amend and/or update the Community Participation Strategy, LLDC shall consult the LPA and any other key stakeholders identified by LLDC on such amendment and/or update and shall have regard to comments received during the consultation with the LPA and key stakeholders when preparing any amendment and/or update to the Community Participation Strategy.

4.2 LCS Community Facilities Strategy

4.2.1 Not more than six months prior to submission of the first ZMP, LLDC shall commence the LCS Community Facilities Strategy Consultation. LLDC shall carry out the LCS Community Facilities Strategy Consultation and prepare the

LCS Community Facilities Strategy in accordance with the provisions of paragraph 4.2.2.

4.2.2 The LCS Community Facilities Strategy Consultation will be carried out as follows unless otherwise agreed with the LPA:

- (a) the LCS Community Facilities Strategy Consultation shall be commenced when LLDC issues written invitations to the members of the Community Facilities Working Group to take part in the LCS Community Facilities Strategy Consultation. The invitation will set out the scope of the LCS Community Facilities Strategy Consultation, will include the draft LCS Community Facilities Strategy and will confirm the timescale set out below;
- (b) not more than 20 (twenty) Working Days following the issue of invitations pursuant to paragraph (a) LLDC shall hold a meeting with the Community Facilities Working Group to obtain the Community Facilities Working Group's initial views on the draft LCS Community Facilities Strategy;
- (c) not more than 10 (ten) Working Days following the meeting held pursuant to paragraph (b) the Community Facilities Working Group shall submit its formal response on the draft LCS Community Facilities Strategy Consultation to LLDC;
- (d) not more than 10 (ten) Working Days following receipt of the Community Facilities Working Group's comments pursuant to paragraph (c), LLDC shall:
 - (i) prepare the final LCS Community Facilities Strategy taking into account such comments and the final LCS Community Facilities Strategy shall set out how LLDC has taken into account such comments and where LLDC does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated; and
 - (ii) issue the final LCS Community Facilities Strategy to the LPA for Approval.

4.2.3 The Developer shall not submit the first ZMP to the LPA for approval unless and until the LCS Community Facilities Strategy has been Approved save in respect of PDZ6 where the ZMP for PDZ6 can be submitted for approval at the same time as the LCS Community Facilities Strategy is submitted for Approval but not before.

4.2.4 In the event that following the Approval of the LCS Community Facilities Strategy LLDC considers that an alternative or additional PDZ(s) or SPDZ(s) to the PDZ(s) or SPDZ(s) identified in the Approved LCS Community Facilities Strategy should incorporate within its/their floorspace the Minimum Community Facility Provision, LLDC shall carry out the LCS Community Facilities Strategy Revision Consultation in accordance with the provisions of paragraph 4.2.5.

4.2.5 The LCS Community Facilities Strategy Revision Consultation will be carried out as follows unless otherwise agreed with the LPA:

- (a) the LCS Community Facilities Strategy Revision Consultation shall be commenced when LLDC issues written invitations to the members of the Community Facilities Working Group to take part in

the LCS Community Facilities Strategy Revision Consultation. The invitation will set out the scope of the LCS Community Facilities Strategy Revision Consultation, will include the draft LCS Community Facilities Strategy Revision and will confirm the timescale set out below;

- (b) not more than 10 (ten) Working Days following the issue of invitations pursuant to paragraph (a) LLDC shall hold a meeting with the Community Facilities Working Group to obtain the Community Facilities Working Group's initial views on the draft LCS Community Facilities Strategy Revision;
- (c) not more than 10 (ten) Working Days following the meeting held pursuant to paragraph (b) the Community Facilities Working Group shall submit its formal response on the draft LCS Community Facilities Strategy Revision to LLDC;
- (d) not more than 10 (ten) Working Days following receipt of the Community Facilities Working Group's comments pursuant to paragraph (c), LLDC shall:
 - (i) prepare the final LCS Community Facilities Strategy Revision taking into account such comments and the final LCS Community Facilities Strategy Revision shall set out how LLDC has taken into account such comments and where LLDC does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated; and
 - (ii) issue the final LCS Community Facilities Strategy Revision to the LPA for Approval.

4.3 Zonal Community Facilities Strategies

- 4.3.1 In respect of each PDZ and each SPDZ (as applicable) where some or all of the Minimum Community Facilities Provision is identified to be located in that PDZ or SPDZ in the LCS Community Facilities Strategy and the Minimum Community Facilities Provision has not been provided as part of the Development elsewhere, no later than six months prior to the submission of the ZMP for that PDZ or SZMP for that SZMP (as applicable), the Developer shall commence the Zonal Community Facilities Consultation. The Developer shall carry out the Zonal Community Facilities Strategy Consultation and the preparation of the Zonal Community Facilities Strategy in accordance with paragraph 4.3.2.
- 4.3.2 The Zonal Community Facilities Strategy Consultation will be carried out as follows unless otherwise agreed with the LPA:
 - (a) the Zonal Community Facilities Strategy Consultation shall be commenced when the Developer issues written invitations to the members of the Community Facilities Working Group to take part in the Zonal Community Facilities Strategy Consultation. The invitation will set out the scope of the Zonal Community Facilities Strategy Consultation, will include the draft Zonal Community Facilities Strategy and will confirm the timescale set out below;
 - (b) not more than 20 (twenty) Working Days following the issue of invitations pursuant to paragraph (a) the Developer shall hold a meeting with the Community Facilities Working Group to obtain the

Community Facilities Working Group's initial views on the draft Zonal Community Facilities Strategy;

- (c) not more than 10 (ten) Working Days following the meeting held pursuant to paragraph (b) the Community Facilities Working Group shall submit its formal response on the draft Zonal Community Facilities Strategy Consultation to the Developer;
- (d) not more than 10 (ten) Working Days following receipt of the Community Facilities Working Group's comments pursuant to paragraph (c), the Developer shall:
 - (i) prepare the final Zonal Community Facilities Strategy taking into account such comments and the final Zonal Community Facilities Strategy shall set out how the Developer has taken into account such comments and where the Developer does not agree with such comments, a reasoned explanation and justification of why such comments have not been incorporated; and
 - (ii) issue the final Zonal Community Facilities Strategy to the LPA for Approval.

4.3.3 The Developer shall not submit the ZMP for the PDZ the subject of paragraphs 4.3.1 and 4.3.2 or the SZMP for the SPDZ the subject of paragraphs 4.3.1 and 4.3.2 unless and until the Zonal Community Facilities Strategy for that PDZ or SPDZ (as applicable) has been Approved **PROVIDED THAT** where the LCS Community Facilities Strategy identifies PDZ6 as one of the locations for the Minimum Community Facilities Provision, the ZMP for PDZ6 can be submitted for approval at the same time as the Zonal Community Facilities Strategy for PDZ6 is submitted for Approval but not before.

4.3.4 At the same time as an application for Reserved Matters approval for the Minimum Community Facilities Provision is made to the LPA, the Developer shall also submit to the LPA for Approval the Community Facilities RM Report.

4.3.5 The Developer shall provide, promote and manage the Minimum Community Facilities Provision to be provided in any PDZ and any SPDZ in accordance with the Approved Zonal Community Facilities Strategy and the Approved Community Facilities RM Report applicable for that PDZ and SPDZ.

4.4 Minimum Community Facilities Provision

4.4.1 [Not used.]

4.4.2 [Not used.]

4.4.3 The Developer shall not Occupy more than 2,700 (two thousand seven hundred) Residential Units which are permitted to be constructed across the Development unless and until it has provided at least 50% of the Minimum Community Facility Provision in the locations identified in the Approved LCS Community Facilities Strategy. hundred) Residential Units which are permitted to be constructed across the Development as a whole until it has provided

4.4.2 — Subject to paragraph 4.4.4 from Occupation of 2,700 (two thousand seven hundred) Residential Units up to Occupation of 3,100 Residential Units the Developer shall ensure that 50% of the Minimum Community Facility Provision is provided in the Development.

~~The Developer shall not Occupy more than 3,100 (three thousand three hundred) Residential Units which are permitted to be constructed across the Development as a whole until it has provided the remaining 50% of the Minimum Community Facility Provision (which, if not already provided, shall include the 457sqm of library floorspace of the Minimum Community Facilities Provision) in locations identified in the Approved LCS Community Facilities Strategy.~~

- 4.4.4 Subject to paragraphs 4.4.5 – 4.4.7 from Occupation of ~~3,100~~ 2,700 (~~three two thousand three seven~~ hundred) Residential Units the Developer shall ensure that the Minimum Community Facility Provision is provided in the Development.
- 4.4.5 ~~Following Occupation of 3,600~~ If, on the second anniversary of the earliest date on which 2,700 (three two thousand six seven hundred) Residential Units were Occupied, in the event that some or all of the Minimum Community Facility Provision is operating at an average of less than 60% utilisation (calculated by reference to the hours of use set out in the applicable Approved Zonal Community Facilities Strategy) over a 6 (six) month period (the "**Underutilised Community Facilities**"), the Developer shall submit a Utilisation of Community Facilities Report to the LPA for Approval.
- 4.4.6 Following the Approval of the Utilisation of Community Facilities Report, the Developer shall carry out the measures identified in the Approved Utilisation of Community Facilities Report to increase the utilisation of the Underutilised Community Facilities and the Developer shall continue to carry out such measures for the duration of the implementation and testing period identified in the Approved Utilisation of Community Facilities Report.
- 4.4.7 In the event following the end of the implementation and testing periods set out in the Approved Utilisation of Community Facilities Report, some or all of the Underutilised Community Facilities are not operating at an average of at least 60% utilisation (calculated by reference to the hours of use set out in the applicable Approved Zonal Community Facilities Strategy) over a 6 (six) month period and floorspace equivalent to the size of the Underutilised Community Facilities is provided in the Schools pursuant to the Schools Facilities Dual Use Agreement, the Developer may apply for planning permission to vary the use of the Underutilised Community Facilities **PROVIDED THAT** the Developer will use Reasonable Endeavours to assist any users of such Underutilised Community Facilities to utilise alternative Community Facilities in the Site or the Park.

5. GENERAL

5.1 SNT Spaces

- 5.1.1 The Developer shall use Reasonable Endeavours to secure the SNT Operator for each of the SNT Spaces and such obligation shall extend to marketing the SNT Spaces for a period of at least three months commencing at least three months prior to the anticipated date of completion for each of the SNT Spaces on lease terms set out in paragraph 5.1.3 (the "**SNT Marketing Period**") **PROVIDED THAT** in the event that during the SNT Marketing Period the SNT Operator confirms in writing that they do not require the SNT Space the subject of the SNT Marketing Period the Developer may apply (with evidence of the SNT Operator's confirmation) to the LPA to be released from the obligation requiring the provision of such SNT Space.
- 5.1.2 In the event that despite using Reasonable Endeavours no agreement for lease is entered into or a lease is granted for a SNT Space within the SNT Marketing Period and the SNT Operator has not confirmed in writing that they do not require the SNT Space, the LPA and the Developer shall agree to a further marketing period and if at the end of that further marketing period:

- (a) the SNT Operator confirms in writing that they do not require such SNT Space; or
- (b) no agreement for lease is entered into or no lease is granted in respect of such SNT Space

the Developer may apply (with evidence of the SNT Operator's confirmation or reasonable evidence demonstrating the use of Reasonable Endeavours (as applicable)) to the LPA to be released from the obligation requiring the provision of such SNT Space.

- 5.1.3 The lease to be offered for each of the SNT Spaces pursuant to the marketing exercise required by paragraphs 5.1.1 and 5.1.2 shall be at a peppercorn and for a term of years not less than 25 (twenty-five) or for such other term as may be agreed between the LPA, the Developer and the SNT Operator.
- 5.1.4 Following the grant of a SNT Lease of each of the SNT Spaces and if and so long as such lease(s) (or any renewed or replacement lease(s)) subsists, the SNT Space subject to such SNT Lease(s) shall not unless otherwise agreed in writing with the LPA be used other than as accommodation for the provision of an on-site police presence.

5.2 Community Facilities

- 5.2.1 Any lease to be offered for any part of the Minimum Community Facilities Provision shall be at a peppercorn and for a term of years not less than 25 (twenty-five) or for such other term as may be agreed between the LPA, the Developer and the lessee of the Minimum Community Facilities Provision.
- 5.2.2 Subject to paragraphs 4.4.5, 4.4.6 and 4.4.7, following the grant of a lease for any part of the Minimum Community Facilities Provision and if and so long as such lease(s) (or any renewed or replacement lease(s)) subsists, such part of the Minimum Community Facilities Provision shall not unless otherwise agreed in writing with the LPA be used other than as accommodation for the provision of Community Facilities.

5.3 Approval

The LPA shall confirm whether or not it approves each Community Facilities Strategy within:

- 5.3.1 20 (twenty) Working Days of receipt of such Report from the Developer or LLDC (as applicable); or
- 5.3.2 where the LPA decides that it needs to report any Community Facilities Strategy to its planning committee, 40 (forty) Working Days of receipt of such Community Facilities Strategy

PROVIDED THAT where paragraph 5.3.2 applies, the LPA shall notify the Developer or LLDC (as applicable) of such reporting to its planning committee within 20 (twenty) Working Days of receipt of such Community Facilities Strategy from the Developer or LLDC (as applicable) and **FURTHER PROVIDED THAT** in the event the LPA refuses to approve such Community Facilities Strategy the LPA shall issue a Refusal Notice with the confirmation and in the event the LPA does not provide the confirmation within the 20 (twenty) Working Days or 40 (forty) Working Days (as applicable) the provisions of Clause 12 shall apply.

SCHEDULE 8

EDUCATION

RECITALS

- (A) The Planning Application seeks consent for two three form entry primary schools and a six form entry secondary school together with nursery facilities. Planning permission for the Secondary School has been granted and it will now be delivered on PDZ3 and not within the Site.
- (B) The Planning Application also seeks consent for playing fields, which are to be provided for use by the Schools and, in respect of the FPS Playing Fields, for use by Gainsborough School as well as the First Primary School.
- (C) It has been agreed that a key objective of the operation and management of the Playing Fields is to ensure dual use of the Playing Fields such that the Playing Fields, whilst being developed primarily for education use, are also made available for use by the local community outside School Hours.
- (D) In addition, it has been agreed that it would be beneficial for other facilities within Schools (in addition to the Playing Fields) to be made available for use by the local community outside School Hours.
- (E) The FPS Playing Fields are anticipated to be delivered in two stages with the FPS First Phase being delivered during the Legacy Transformation Phase and the FPS Second Phase being delivered with the First Primary School.

DEFINITIONS

"5.1FE Threshold"	means five point one (5.1) forms of entry primary school provision capable of providing a minimum of 1,067 (one thousand and sixty seven) places for pupils (based on DfE Guidance);
"5.1FE 75% Threshold"	means primary school provision capable of providing 800 places for pupils.
"A1 Education and Infrastructure Consultations"	means: <ol style="list-style-type: none">1. a consultation with the Education Working Group on the identification of Additional Education Provision in order to assist in meeting the Additional Primary Education Need when the Development reaches an Occupation of 3,500 (three thousand five hundred) Residential Units and which Additional Education Provision should be funded through the Ringfenced Education Amount less any Early Release Contribution;2. a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the A1 Social Infrastructure Contribution when the Development reaches an Occupation of 3,200 (three thousand two hundred) Residential Units; and3. where the Approved A1 Education Review identifies an Early Release Contribution should be made, a consultation with the Education Working

~~Group on the identification of Additional Education Provision in order to assist in meeting the Additional Primary Education Need when the Development reaches an Occupation of 3,200 (three thousand two hundred) Residential Units and which Additional Education Provision should be funded through the Early Release Contribution;~~

"A1 Education and Infrastructure Report"

means a report prepared by the Developer setting out the following:

- ~~1. the results of the A1 Education and Infrastructure Consultations;~~
- ~~2. the identified Additional Education Provision in order to assist in meeting the Additional Primary Education Need when the Development reaches an Occupation of 3,500 (three thousand five hundred) Residential Units and which funding for such Additional Education Provision should be protected through the Ringfenced Education Amount (less any Early Release Contribution);~~
- ~~3. the Additional Education Provision to be funded when the Development reaches an Occupation of 3,200 (three thousand two hundred) Residential Units from any Early Release Contribution;~~
- ~~4. the identified Additional Social Infrastructure Provision to be funded from the A1 Social Infrastructure Contribution when the Development reaches an Occupation of 3,200 (three thousand two hundred) Residential Units;~~

"A1 Education Review"

~~means a review using data obtained from the Population Review carried out by the Developer prior to the Occupation of the 2,500th Residential Unit (but not before the Occupation of the 2,250th Residential Unit) indicating whether or not the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold and in the event the review indicates that the Primary Education Threshold is likely to be so exceeded the review shall identify:~~

- ~~1. the proposed amount (£) of the Ringfenced Education Amount; and~~
- ~~2. any Early Release Contribution;~~

"A1 Social Infrastructure Contribution"

~~means 50% of the Remaining Social Infrastructure Contribution;~~

"A2 Education and Infrastructure Consultations"

means:

- ~~1. a consultation with the Education Working Group on the identification of Additional Education Provision to be funded from the A2 Education Contribution in order to assist in meeting the Additional Primary Education Need when the~~

	<p>Development reaches an Occupation of 3,500 (three thousand five hundred) Residential Units; and</p> <ol style="list-style-type: none">2. a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the A2 Social Infrastructure Contribution when the Development reaches an Occupation of 3,500 (three thousand five hundred) Residential Units;
<p>"A2 Education and Infrastructure Report"</p>	<p>means a report prepared by the Developer setting out the following:</p> <ol style="list-style-type: none">1. the results of the A2 Education and Infrastructure Consultations;2. the identified Additional Education Provision to be funded from the A2 Education Contribution when the Development reaches an Occupation of 3,500 (three thousand five hundred) Residential Units; and3. the identified Additional Social Infrastructure Provision to be funded from the A2 Social Infrastructure Contribution when the Development reaches an Occupation of 3,500 (three thousand five hundred) Residential Units;
<p>"A2 Education Contribution"</p>	<p>means the proportion (£) of the Unspent Social Infrastructure Contribution A to be paid to the LPA for Additional Educational Provision to meet the Additional Primary Education Needs as set out in the Approved A2 Education Review;</p>
<p>"A2 Education Review"</p>	<p>means a review using data obtained from the Population Review carried out by the Developer prior to the Occupation of the 3,500th Residential Unit (but not before the Occupation of the 2,750th Residential Unit) indicating whether or not the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold and in the event the review indicates that the Primary Education Threshold is likely to be so exceeded the review shall also set out the proposed amount (£) of the A2 Education Contribution;</p>
<p>"A2 Social Infrastructure Contribution"</p>	<p>means a sum (£) equal to the Unspent Social Infrastructure Contribution A LESS the A2 Education Contribution;</p>
<p>"A3 Social Infrastructure Consultation"</p>	<p>means a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the Unspent Social Infrastructure Contribution A when the Development reaches an Occupation of 3,500 (three thousand five hundred) Residential Units;</p>

"A3 Social Infrastructure Report"	means a report prepared by the Developer setting out the following: <ol style="list-style-type: none">1. the results of the A3 Social Infrastructure Consultation; and2. the identified Additional Social Infrastructure Provision to be funded from the Unspent Social Infrastructure Contribution A when the Development reaches an Occupation of 3,500 (three thousand five hundred) Residential Units;
"Additional Capacity"	means additional primary school provision equivalent to a single form of entry and comprising a minimum of 210 places for pupils;
"Additional Capacity Strategy"	means a detailed strategy for the delivery of the Additional Capacity to be submitted to and approved by the LPA in accordance with paragraph 2.13 or 2.14, which detailed strategy shall include as a minimum: <ol style="list-style-type: none">1. an assessment of the options for the delivery of the Additional Capacity;2. the preferred option for delivering the Additional Capacity, together with reasons for selecting that preferred option;3. a programme for the delivery of the Additional Capacity;4. a strategy for securing funding for the delivery of the Additional Capacity; and5. details of compliance with the relevant DfE Guidance
"Additional Education Provision"	means works and/or improvements and/or any other measures to: <ol style="list-style-type: none">1. the Schools and associated playing fields; and/or2. any On Site community facilities that are co-located in the Schools or in close proximity to the Schools to enable such facilities to be utilised by the Schools; and/or3. any Off Site primary education facilities;
"Additional Post Education Provision"	has the meaning assigned to it in paragraph 7.3;
"Additional Primary Education Need"	means the anticipated additional primary education needs of the population of the Development in excess of the Primary Education Threshold as identified in the Approved A1 Education Review, Approved A2 Education Review or

	<p>the Approved B2 Education Review as applicable in the context;</p>
<p>"Additional Social Infrastructure Provision"</p>	<p>means works and/or improvements and/or any other measures On Site and/or Off Site necessary in order to meet the anticipated needs of the population of the Development in respect of acute care, social care, emergency services and/or any other social infrastructure necessary to meet the needs of the Development and in all respects taking into account the data obtained from the latest Population Review;</p>
<p>"Approved"</p>	<p>means, in the context of this Schedule, approved by the LPA pursuant to paragraph 9 or Clause 12 or by the Expert pursuant to Clause 13 and "Approval" and cognate expressions shall be construed accordingly;</p>
<p>"B1 Social Infrastructure Consultation"</p>	<p>means a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the B1 Social Infrastructure Contribution when the Development reaches an Occupation of 3,200 (three thousand two hundred) Residential Units;</p>
<p>"B1 Social Infrastructure Contribution"</p>	<p>means 50% of the Social Infrastructure Contribution;</p>
<p>"B1 Social Infrastructure Report"</p>	<p>means a report prepared by the Developer setting out the following:</p> <ol style="list-style-type: none">1. the results of the B1 Social Infrastructure Consultation; and2. the identified Additional Social Infrastructure Provision to be funded from the B1 Social Infrastructure Contribution when the Development reaches an Occupation of 3,200 (three thousand two hundred) Residential Units;
<p>"B2 Education and Infrastructure Consultations"</p>	<p>means:</p> <ol style="list-style-type: none">1. a consultation with the Education Working Group on the identification of Additional Education Provision to be funded from the B2 Education Contribution in order to assist in meeting the Additional Primary Education Need when the Development reaches an Occupation of 3,500 (three thousand five hundred) Residential Units; and2. a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the B2 Social Infrastructure Contribution when the Development reaches an Occupation of 3,500 (three thousand five hundred) Residential Units;
<p>"B2 Education and Infrastructure Report"</p>	<p>means a report prepared by the Developer setting out the following:</p>

	<ol style="list-style-type: none">1. the results of the B2 Education and Infrastructure Consultations;2. the identified Additional Education Provision to be funded from the B2 Education Contribution when the Development reaches an Occupation of 3,500 (three thousand five hundred) Residential Units ; and3. the identified Additional Social Infrastructure Provision to be funded from the B2 Social Infrastructure Contribution when the Development reaches an Occupation of 3,500 (three thousand five hundred) Residential Units;
"B2 Education Contribution"	means the proportion (£) of the Unspent Social Infrastructure Contribution B to be paid to the LPA for Additional Education Provision to meet the Additional Primary Education Need as set out in the Approved B2 Education Review;
"B2 Education Review"	means a review using data obtained from the Population Review carried out by the Developer prior to the Occupation of the 3,500th Residential Unit (but not before the Occupation of the 3,250th Residential Unit) indicating whether or not the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold and in the event the review indicates that the Primary Education Threshold is likely to be so exceeded the review shall also set out the proposed amount (£) of the B2 Education Contribution;
"B2 Social Infrastructure Contribution"	means a sum (£) equal to the Unspent Social Infrastructure Contribution B LESS the B2 Education Contribution;
"B3 Social Infrastructure Consultation"	means a consultation with the Health Working Group on the identification of Additional Social Infrastructure Provision to be funded from the Unspent Social Infrastructure Contribution B when the Development reaches an Occupation of 3,500 (three thousand five hundred) Residential Units;
"B3 Social Infrastructure Report"	means a report prepared by the Developer setting out the following: <ol style="list-style-type: none">1. the results of the B3 Social Infrastructure Consultation; and2. the identified Additional Social Infrastructure Provision to be funded from the Unspent Social Infrastructure Contribution B when the Development reaches an Occupation of 3,500 (three thousand five hundred) Residential Units;
"Community Track"	means the community track and infield, club house and spectator stands to be constructed withing PDZ3 pursuant to the Community Track Planning Permission;

"Community Track Planning Permission"	means planning permission 12/00066/FUM dated 12 August 2013;
"Consultations" <u>"Consultation"</u>	means each of the A1 Education and Infrastructure Consultations, A2 Education and Infrastructure Consultations, A3 Social Infrastructure Consultation, B1 Social Infrastructure Consultation, B2 Education and Infrastructure Consultations, B3 Social Infrastructure Consultation and the Post Education Contribution Consultation and "Consultation" means any one of the A1 Education and Infrastructure Consultations, A2 Education and Infrastructure Consultations, A3 Social Infrastructure Consultation, B1 Social Infrastructure Consultation, B2 Education and Infrastructure Consultations, B3 Social Infrastructure Consultation and the Post Education Contribution Consultation as the applicable in the context; <u>means the Post Education Contribution Consultation</u>
"DfE"	means the Department for Education;
"DfE Guidance"	means "Building Bulletins" for the construction of schools and playing fields produced by DfE or such other successor guidance applicable at the time any application under this Schedule 8 is submitted to the LPA for approval;
"Early Release Contribution"	means, where the Approved A1 Education Review identifies that Additional Education Provision is needed to be delivered prior to Occupation of 3,500 (three thousand five hundred) Residential Units in order to meet some or all of the Additional Primary Education Need, a proportion (£) of the Ringfenced Education Amount that is needed to be released prior to the Occupation of 3,500 (three thousand five hundred) Residential Units to meet such Additional Education Provision;
"Education Provider"	means an education provider which is authorised by DfE to provide non-fee paying, all-ability education to children of school age;
"Education Working Group"	means the education working group established and operated in accordance with Conditions LCS0.227 and LCS0.228;
"Final Post Education Contribution Report"	means a report prepared by the Developer which sets out details of: <ol style="list-style-type: none">1. the results of the Post Education Contribution Consultation pursuant to paragraph 7.5; and2. the Final Post Education Provision together with the proposed commissioning/procurement process and timescales for the delivery of the appropriate Post Education Provision;
"Final Post Education Provision"	has the meaning assigned to in paragraph 7.5.1;
"First Primary School"	means a new three form entry primary school capable of providing a minimum of 630 places for pupils (based on

	DfE Guidance) to be located on DP5.10 and to be provided in accordance with the FPS Specification;
"FPS First Phase"	means at least 6,500m ² of the total site area for the FPS Playing Fields;
"FPS MUGA"	means a MUGA of not less than 1,000m ² to be provided within the FPS Playing Fields and containing Local Play Space;
"FPS Playing Fields"	means the playing fields to be located on DP5.10 and the Canal Park and to be provided in accordance with the FPS Playing Fields Specification which is anticipated to be delivered in two phases (FPS Phase 1 and FPS Phase 2);
"FPS Playing Fields Management Plan"	means a scheme for the management and maintenance (and repair and renewal) of the FPS Playing Fields and all facilities therein (including the FPS MUGA, lighting, security equipment and drainage) and which shall set out the hours outside School Hours for use by the general public, such scheme to reflect any phased delivery of FPS Playing Fields;
"FPS Playing Fields Specification"	means the detailed specification for the FPS Playing Fields which shall include as a minimum: <ol style="list-style-type: none">1. a total site area of at least 10,000m²;2. the FPS MUGA;3. a 3G artificial pitch or such other pitch specification as may be agreed with the LPA, the local education authority responsible for Gainsborough School and the Education Provider for the First Primary School;4. security lighting and sports lighting;5. perimeter fencing and gates in compliance with the applicable British standards for school playing fields; and6. compliance with the requirements of the relevant DfE Guidance;
"FPS Second Phase"	means at least 3,500m ² of the total site area for the FPS Playing Fields to be provided within DP5.10 and in the Canal Park;
"FPS Specification"	means the detailed specification for the First Primary School to be submitted to and approved by the LPA in accordance with paragraph 1, which specification shall include as a minimum: <ol style="list-style-type: none">1. a GEA of at least 3,148m²;2. principles to ensure the safety of the temporary (if any) and permanent routes (walking and cycling) to and from the First Primary School

including crossing points, external lighting and surfacing materials of such routes; and

3. compliance with the requirements of the relevant DfE Guidance;

"Gainsborough School"	means Gainsborough Primary School of Berkshire Road London E9 5ND;
"Health Working Group"	means the health working group established and operated in accordance with Conditions LCS0.229 and LCS0.230;
"Identified Post Education Proportion"	means the proportion (£) of the Post Education Contribution to be spent on the Identified Post Education Provision and/or on the Additional Post Education Provision and/or the Final Post Education Provision (as applicable);
"Identified Post Education Provision"	means the Post Education Provision identified following the Post Education Contribution Consultation
"Local Play Space"	means a minimum of 300m ² of flexible space with landscaping and equipment designed so that children (0-11) can play and be physically active and they and their carers can sit and talk;
"MUGA"	means a multi-use games area to be fully lit and appropriate for the age range of children at the School associated with the applicable Playing Field and provided in accordance with the requirements of the relevant DfE Guidance;
"Nursery Facilities"	means each of the PDZ4 Nursery Facility, the PDZ5 Nursery Facilities, and the PDZ6 Nursery Facilities and the PDZ8 Nursery Facilities and the term "Nursery Facility" shall mean any one of the PDZ4 Nursery Facility, the PDZ5 Nursery Facilities, and the PDZ6 Nursery Facilities and the PDZ8 Nursery Facilities as applicable in the context;
"PDZ1 Nursery Facility"	[not used]
"PDZ2 Nursery Facility"	[not used]
"PDZ4 Nursery Facility"	means a day care nursery facility for children aged 0-3 years comprising a total GEA of at least 220m ² to be located on PDZ4 and to be provided in accordance with "Building for Sure Start: A Design Guide" (or such other successor guidance applicable at the time the PDZ4 Nursery Facility is being constructed) and offered for lease by the Developer to a private or voluntary sector provider of daycare for children in accordance with paragraph 6.8;
"PDZ5 Nursery Facilities"	means day care nursery facilities for children aged 0-3 years comprising a total GEA of at least 360m ² (which could be provided as two separate facilities or as one facility) to be located on PDZ5 and to be provided in accordance with "Building for Sure Start: A Design Guide" (or such other successor guidance applicable at the time the PDZ5 Nursery Facilities are being constructed) and offered for lease by the Developer to a private or voluntary

sector provider of daycare for children in accordance with paragraph 6.8;

"PDZ6 Nursery Facilities"

means day care nursery facilities for children aged 0-3 years comprising a total GEA of at least 378m² (which could be provided as two separate facilities or as one facility) to be located on PDZ6 and to be provided in accordance with "Building for Sure Start: A Design Guide" (or such other successor guidance applicable at the time the PDZ6 Nursery Facilities are being constructed) and offered for lease by the Developer to a private or voluntary sector provider of daycare for children in accordance with paragraph 6.8;

"PDZ8 Nursery Facilities"

~~means day care nursery facilities children aged 0-3 years comprising a total GEA of at least 360m² (which could be provided as two separate facilities or as one facility) to be located on PDZ8 and to be provided in accordance with "Building for Sure Start: A Design Guide" (or such other successor guidance applicable at the time the PDZ8 Nursery Facilities are being constructed) and offered for lease by the Developer to a private or voluntary sector provider of daycare for children in accordance with paragraph 6.8;~~
[not used]

"Playing Fields"

means each of the FPS Playing Fields, the SPS Playing Fields and the SS Playing Fields and the term "Playing Field" shall mean any one of the FPS Playing Fields, the SPS Playing Fields and the SS Playing Fields as applicable in the context;

"Playing Fields Dual Use Agreement"

means an agreement or agreements securing the use of the Playing Fields on the following terms:

1. the use of the Playing Fields during School Hours for exclusive use by:
 - (a) in respect of the FPS Playing Fields, the Education Provider(s) for the First Primary School and the Gainsborough School;
 - (b) in respect of the SPS Playing Fields, the Education Provider for the Second Primary School and the Education Provider for the Secondary School; and
 - (c) in respect of the Community Track, the Education Provider for the Secondary School; and
2. the use of the FPS MUGA and the SPS MUGA outside School Hours by the general public and at no charge (such hours of use to be agreed with the LPA through the approval of the FPS Playing Fields Management Plan and the SPS Playing Fields Management Plan;

"Population Review"	means the review and assessment of the population of the Development carried out pursuant to Condition LCS0.253;
"Post Education"	means the provision of education and/or training to children aged 16-18 and for the avoidance of doubt does not include higher education;
"Post Education Contribution"	means the sum of £696,000.00 Indexed;
"Post Education Contribution Consultation"	means a consultation with the Education Working Group on: <ol style="list-style-type: none">1. in respect of consultation carried out pursuant to paragraph 7.1:<ol style="list-style-type: none">(a) any Post Education Provision; and(b) the amount of funding from the Post Education Provision Contribution required to fund any Post Education Provision;2. in respect of consultation carried out pursuant to paragraph 7.3:<ol style="list-style-type: none">(a) any Additional Post Education Provision; and/or(b) any updates to the Post Education Contribution Report in respect of the Identified Post Education Provision and/or the Identified Post Education Proportion; and3. in respect of consultation carried out pursuant to paragraph 7.5, the Final Post Education Provision;
"Post Education Contribution Report"	means a report prepared by the Developer which sets out details of: <ol style="list-style-type: none">1. the results of the Post Education Contribution Consultation carried out pursuant to paragraph 7.1;2. the Identified Post Education Provision and the proposed commissioning/procurement process and timescales for the delivery of the Identified Post Education Provision; and3. the Identified Post Education Proportion;
"Post Education Provision"	means Post Education vocational and training facilities, programmes and/or schemes in the MDC Area and/or sixth form education provision in the MDC Area necessary to meet the Post Education needs of the Development;

"Primary Education Threshold"	means six forms of entry primary school provision capable of providing a minimum of 1,260 (one thousand two hundred and sixty places for pupils based on DfE Guidance);
"Remaining Social Infrastructure Contribution"	means the Social Infrastructure Contribution less the Ringfenced Education Amount;
"Report"	means any and each of the A1 Education and Infrastructure Report, the A2 Education and Infrastructure Report, the A3 Social Infrastructure Report, the B1 Social Infrastructure Report, the B2 Education and Infrastructure Report, the B3 Infrastructure Report, the Post Education Contribution Report, the Updated Post Education Contribution Report and the SS Location Report;
"Ringfenced Education Amount"	means the amount (£) of the Social Infrastructure Contribution identified in the Approved A1 Education Review to be ringfenced to meet any Additional Education Provision as set out in the Approved A1 Education and Infrastructure Report and following the Approval of the A1 Education and Infrastructure Report such amount LESS any Early Release Contribution (where the Approved A1 Education Review identifies the Early Release Contribution) to form part of the Unspent Social Infrastructure Contribution A and to be applied as set out in the Approved A2 Education and Infrastructure Report;
"Schools"	means each of the First Primary School, the Second Primary School and the Secondary School and the term "School" shall mean any one of the First Primary School, the Second Primary School and the Secondary School as the applicable in the context;
"Schools Cost Cap"	means the total cost of constructing and fitting out each of the Schools and the related Playing Fields calculated by applying a rate of £2,440 per m ² Indexed (which includes fees and contingencies but excludes the cost of the land for each of the Schools which is provided at nil consideration) to the GIA of each of the Schools;
"School Facilities Dual Use Agreement"	means an agreement or agreements securing the use of some or all of the Schools' facilities including any Community Facilities co-located in any of the Schools (excluding the Playing Fields) on the following terms: <ol style="list-style-type: none">1. the use of such facilities during School Hours for exclusive use by:<ol style="list-style-type: none">(a) in respect of the First Primary School, the Education Provider for the First Primary School;(b) in respect of the Second Primary School, the Education Provider for the Second Primary School; and

- (c) in respect of the Secondary School, the Education Provider for the Secondary School; and
2. the use of such facilities outside School Hours for use by members of the public with priority being afforded to residents of the Development and then to residents of the Host Boroughs outside the Development, such terms to detail the arrangements for such use including any booking and charging regime;
- "School Hours"** means the school operational hours for each of the Schools and the Gainsborough School as applicable in the context;
- "Schools Lease"** means a legally binding lease for each of the Schools;
- "Second Primary School"** means a new primary school capable of providing a minimum of 420 places for pupils on a two form entry basis (based on DfE Guidance) to be located on DP4.7 and to be provided in accordance with the SPS Specification;
- "Secondary School"** means a new six form entry secondary school capable of providing a minimum of 1,125 places for pupils (based on DfE Guidance) to be located on DP12.2 (or such other location to be agreed by the LPA through the approval of the SS Location Report) and to be provided in accordance with the SS Specification;
- "Secondary School Planning Permission"** means the full planning permission for the Secondary School given planning permission reference 16/00035/FUL;
- "Social Infrastructure Contribution"** means the sum of £1,900,000 Indexed;
- "SPS MUGA"** means a MUGA of not less than 3,770m² to be provided on DP4.6 within the SPS Playing Fields;
- "SPS Playing Fields"** means the playing fields to be located on DP4.6 and to be provided in accordance with the SPS Playing Fields Specification;
- "SPS Playing Fields Management Plan"** means a scheme for the management and maintenance (and repair and renewal) of the SPS Playing Fields and all facilities therein (including the SPS MUGA, lighting, security equipment and drainage) to include the use of the SPS Playing Fields by the Education Provider for the Secondary School and shall set out the hours outside School Hours for use by the general public;
- "SPS Playing Fields Specification"** means the detailed specification for the SPS Playing Fields to be submitted to and approved by the LPA in accordance

with paragraph 5.2.1, which detailed specification shall include as a minimum:

1. a site area of at least 3,770m²;
2. the SPS MUGA;
3. a 3G artificial pitch or such other pitch specification as may be agreed with the LPA and the Education Provider of the Second Primary School;
4. security lighting and sports lighting;
5. perimeter fencing and gates in compliance with the applicable British standards for school playing fields; and
6. compliance with the requirements of the relevant DfE Guidance;

"SPS Specification"

means the specification for the Second Primary School to be submitted to and approved by the LPA in accordance with paragraph 2, which specification shall include as a minimum:

1. a GEA of at least 2,469m²
2. ~~principles to secure the safeguarding of the capacity and technical ability to provide an additional area with a GEA of at least 700m² to enable the future expansion of the Second Primary School to accommodate the Additional Capacity in accordance with paragraphs 2.12 to 2.14;~~
2. [Not used];
3. principles to ensure the safety of the temporary (if any) and permanent routes (walking and cycling to and from the Second Primary School including crossing points, external lighting and surfacing materials of such routes; and
4. compliance with the requirements of the relevant DfE Guidance;

"SS Location Report"

means a report setting out whether the hazardous substances consent in respect of the gas holders within PDZ12 has been revoked as at the date of the SS Location Report and in the event such hazardous substances consent has not been so revoked, such report shall identify an alternative location for the Secondary School and the SS Playing Fields;

"SS Playing Fields"

means the SPS MUGA and the Community Track;

"SS Specification"

means the specification for the Secondary School to be submitted to and approved by the LPA in accordance with

paragraph 4, which specification shall include as a minimum:

1. a GEA of at least 8,750 m²;
2. principles to ensure the safety of the temporary (if any) and permanent routes (walking and cycling) to and from the Secondary School including crossing points, external lighting and surfacing materials of such routes; and
3. compliance with the requirements of the relevant DfE Guidance;

"Updated Post Education Contribution Report"

means a report prepared by the Developer which sets out details of:

1. the results of the Post Education Contribution Consultation carried out pursuant to paragraph 7.3; and
2. the Additional Post Education Provision and/or any updates to the Post Education Contribution Report in respect of the Identified Post Education Provision and/or the Identified Post Education Proportion together with the proposed commissioning/ procurement process and timescales for the delivery of the additional appropriate Post Education Provision;

"Unspent Social Infrastructure Contribution A"

~~means a sum (£) equal to the Social Infrastructure Contribution LESS the A1 Social Infrastructure Contribution;~~

"Unspent Social Infrastructure Contribution B"

~~means a sum (£) equal to the Social Infrastructure Contribution LESS the B1 Social Infrastructure Contribution;~~

"Working Group"

means each of the Education Working Group and the Health Working Group as applicable in the context;

"Youth Play Spaces"

means social space of at least 200m² for young people aged 12 and over to meet and take part in informal sport or physical recreational activities.

OPERATIVE PROVISIONS

1. FIRST PRIMARY SCHOOL PROVISION

1.1 The Developer shall:

- 1.1.1 by no later than the Occupation of 400 (four hundred) Residential Units which are permitted to be constructed across the Development, secure an Education Provider for the First Primary School, and the LPA hereby acknowledge that an Education Provider for the First Primary School has already been secured; and

- 1.1.2 [Not used]

- 1.2 The Developer shall submit to the LPA for approval the FPS Specification at the same time as the first Reserved Matters application is submitted for the First Primary School, unless an Education Provider for the First Primary School has already been secured.
- 1.3 [Not used.]
- 1.4 Prior to the submission of the first Reserved Matters application for the First Primary School, the Developer shall agree with the Education Provider for the First Primary School the scope of works that the Developer will carry out and complete in order to construct the First Primary School and the FPS Playing Fields (such scope of works not to exceed the Schools Cost Cap for the First Primary School and the FPS Playing Fields) **PROVIDED THAT** in the event the scope of works proposed by the Education Provider would result in the Schools Cost Cap for the First Primary School and the FPS Playing Field being exceeded the Developer, the LPA and the Education Provider will work together to amend the scope of work such that the Schools Cost Cap for the First Primary School and the FPS Playing Fields is not exceeded.
- 1.5 All Reserved Matters applications for the First Primary School shall be accompanied by evidence of the approval of the Education Provider for the First Primary School to such Reserved Matters applications.
- 1.6 The Developer shall not Occupy more than 850 (eight hundred and fifty) Residential Units which are permitted to be constructed across the Development unless and until the construction of the First Primary School has been Commenced.
- 1.7 The Developer shall not Occupy more than 1,000 (one thousand) Residential Units which are permitted to be constructed across the Development unless and until:
- 1.7.1 the First Primary School has been completed in accordance with the scope of works agreed pursuant to paragraph 1.4;
- 1.7.2 the School Lease has been offered to the Education Provider for the First Primary School and either:
- (a) such Schools Lease has been granted to the Education Provider; or
- (b) where such Schools Lease has not been granted to the Education Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease within a period of no less than 6 (six) months from the date of such Schools Lease being first offered for grant to the Education Provider (the "**First Offer Period**"); and
- 1.7.3 the First Primary School has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.
- 1.8 Where the Schools Lease for the First Primary School is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Schools Lease, the Developer shall continue to offer the Schools Lease to the Education Provider for the First Primary School and the provisions of paragraph 1.7 shall re-apply.
- 1.9 Where the Schools Lease for the First Primary School is not granted within the First Offer Period and the LPA agrees that the Developer has used Reasonable Endeavours to grant such Schools Lease, the Developer shall continue to offer such Schools Lease to the Education Provider for the First Primary School and may also offer such Schools Lease to any other potential Education Provider for the First Primary School and the

Developer shall use Reasonable Endeavours to grant such Schools Lease to a Education Provider within 6 (six) months of the expiry of the First Offer Period (the "Second Offer Period") and where such Schools Lease is granted the Developer shall make the First Primary School available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.

1.10 Where the Schools Lease for the First Primary School is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the First Primary School.

1.11 The Developer shall:

1.11.1 notify the LPA in writing at least 6 (six) months prior to the date that the First Primary School is anticipated to be opened for use that the First Primary School is anticipated to be opened for use on the date specified in that notice; and

1.11.2 as soon as reasonably practicable notify the LPA in writing of any revised anticipated opening date for the First Primary School.

2. SECOND PRIMARY SCHOOL PROVISION

2.1 The Developer shall:

2.1.1 by no later than the Occupation of 3,650 (three thousand six hundred and fifty) Residential Units which are permitted to be constructed across the Development secure an Education Provider for the Second Primary School, and the LPA hereby acknowledge that an Education Provider for the Second Primary School has already been secured; and

2.1.2 within one month of approval by the LPA of the first Reserved Matters application for the Second Primary School submit to the LPA for Approval the heads of terms of the Schools Lease in respect of the Second Primary School PROVIDED THAT the LPA shall not be entitled to refuse to Approve the heads of terms of the Schools Lease where such heads of terms are reasonably commercially acceptable to Education Providers.

2.2 The Developer shall submit to the LPA for approval the SPS Specification at the same time as the first Reserved Matters application is submitted for the Second Primary School, such submission to be accompanied by evidence of the approval of the Education Provider for the Second Primary School to the SPS Specification.

2.3 The Developer shall not submit the SPS Specification to the LPA for approval unless and until an Education Provider for the Second Primary School has been secured.

2.4 Prior to the submission of the first Reserved Matters application for the Second Primary School, the Developer shall agree with the Education Provider for the Second Primary School the scope of works that the Developer will carry out and complete in order to construct the Second Primary School and the SPS Playing Fields (such scope of works not to exceed the Schools Cost Cap for the Second Primary School and the SPS Playing Fields and be as a minimum the SPS Specification and the SPS Playing Fields Specification) PROVIDED THAT in the event the scope of works proposed by the Education Provider would result in the Schools Cost Cap for the Second Primary School and the SPS Playing Field being exceeded the Developer, the LPA and the Education Provider will work together to amend the scope of work and/or the SPS Specification and/or the SPS Playing Fields Specification such that the Schools Cost Cap for the Second Primary School and the SPS Playing Fields is not exceeded.

- 2.5 The Developer shall not submit the first Reserved Matters application for the Second Primary School unless and until the SPS Specification has been approved by the LPA. All Reserved Matters applications for the Second Primary School shall be accompanied by evidence of the approval of the Education Provider for the Second Primary School to such Reserved Matters applications.
- 2.6 All Reserved Matters applications for the Second Primary School shall be accompanied by evidence of the approval of the Education Provider for the Second Primary School to such Reserved Matters applications.
- 2.7 The Developer shall not Occupy more than 4,000 (four thousand seven hundred and fifty) Residential Units which are permitted to be constructed across the Development unless and until:
- 2.7.1 the Second Primary School has been completed in accordance with the scope of works agreed pursuant to paragraph 2.4;
 - 2.7.2 the School Lease has been offered to the Education Provider for the Second Primary School on the heads of terms Approved pursuant to paragraph 2.1.2 and either:
 - (a) such Schools Lease has been granted to the Education Provider; or
 - (b) where such Schools Lease has not been granted to the Education Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease within a period of no less than 6 (six) months from the date of such Schools Lease being first offered for grant to the Education Provider (the "**First Offer Period**"); and
 - 2.7.3 the Second Primary School has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.
- 2.8 Where the Schools Lease for the Second Primary School is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Schools Lease, the Developer shall continue to offer the Schools Lease to the Education Provider for the Second Primary School and the provisions of paragraph 2.7 shall re-apply.
- 2.9 Where the Schools Lease for the Second Primary School is not granted within the First Offer Period and the LPA agrees that the Developer has used Reasonable Endeavours to grant such Schools Lease, the Developer shall continue to offer such Schools Lease to the Education Provider for the Second Primary School and may also offer such Schools Lease to any other potential Education Provider for the Second Primary School and the Developer shall use Reasonable Endeavours to grant such Schools Lease to a Education Provider within 6 (six) months of the expiry of the First Offer Period (the "**Second Offer Period**") and where such Schools Lease is granted the Developer shall make the Second Primary School available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.
- 2.10 Where the Schools Lease for the Second Primary School is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the Second Primary School.

2.11 The Developer shall:

- 2.11.1 notify the LPA in writing at least 6 (six) months prior to the date that the Second Primary School is anticipated to be opened for use that the Second Primary School is anticipated to be opened for use on the date specified in that notice; and
- 2.11.2 as soon as reasonably practicable notify the LPA in writing of any revised anticipated opening date for the Second Primary School.

~~2.12 The Developer shall carry out a Population Review between the occupation of the 2250th and 2300th Residential Units (which for the avoidance of doubt shall constitute the Population Review between the occupation of the 2250th and 2500th Residential Units required by Condition LGS0.253).~~

~~2.13 As soon as reasonably practicable following the first Population Review which indicates that the primary education needs of the population of the Development are likely to exceed the 5.1FE 75% Threshold the Developer shall submit to the LPA for approval the Additional Capacity Strategy.~~

~~2.14 Following the first Population Review which indicates that the primary education needs of the population of the Development are likely to exceed the 5.1FE Threshold the Developer shall:~~

2.12 [Not used].

2.13 [Not used].

2.14 [Not used].

2.15 [Not used].

~~2.14.1 submit and obtain the LPA's approval to the Additional Capacity Strategy to the extent such approval has not already been obtained pursuant to paragraph 2.13;~~

~~2.14.2 use Reasonable Endeavours to:~~

~~(a) obtain all Requisite Consents for providing the Additional Capacity; and~~

~~(b) secure funding for the provision of the Additional Capacity;~~

~~2.14.3 (subject to having obtained all such Requisite Consents and funding for the Additional Capacity pursuant to paragraph 2.13.2) deliver the Additional Capacity in accordance with the timescales set out in the approved Additional Capacity Strategy.~~

~~2.15 In the event that:~~

~~2.15.1 by 31 December 2028 no Population Review has indicated that the 5.1FE Threshold is likely to be exceeded; or~~

~~2.15.2 despite having used Reasonable Endeavours to obtain all Requisite Consents and/or funding the Developer has been unable to obtain all such Requisite Consents and/or funding by 31 December 2028 and the LPA has confirmed in writing that it is satisfied that Reasonable Endeavours have been used by the Developer; or~~

~~2.15.3 — the LPA has at any point served written notice on the Developer to the effect that it no longer requires the Additional Capacity to be provided;~~

~~the provisions in these paragraphs 2.12 to 2.15 shall no longer apply and shall cease to have effect.~~

3. SOCIAL INFRASTRUCTURE CONTRIBUTION

~~3.1 — The Developer shall not Occupy more than 2,700 (two thousand seven hundred) Residential Units which are permitted to be constructed across the Development unless and until:~~

~~[Not used].~~

~~3.1.1 — LLDC has carried out the A1 Education Review and submitted it to the LPA for Approval; and~~

~~3.1.2 — the A1 Education Review has been Approved.~~

~~3.2 — Where the Approved A1 Education Review indicates that the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold the following provisions shall apply:~~

~~3.2.1 — LLDC shall by no later than 5 (five) Working Days following Approval of the A1 Education Review commence the A1 Education and Infrastructure Consultations;~~

~~3.2.2 — the Developer shall not Occupy more than 3,200 (three thousand two hundred) Residential Units permitted to be constructed across the Development unless and until:~~

~~(a) — LLDC has carried out the A1 Education and Infrastructure Consultations;~~

~~(b) — LLDC has submitted, in accordance with paragraph 8.5.6, the final A1 Education and Infrastructure Report to the LPA for Approval;~~

~~(c) — the A1 Education and Infrastructure Report has been Approved; and~~

~~(d) — LLDC has complied with paragraph 3.2.4;~~

~~3.2.3 — LLDC shall carry out the A1 Education and Infrastructure Consultations and prepare the A1 Education and Infrastructure Report in accordance with paragraph 8.5;~~

~~3.2.4 — within 10 (ten) Working Days of Approval of the A1 Education and Infrastructure Report LLDC shall pay to the LPA the A1 Social Infrastructure Contribution and any Early Release Contribution **PROVIDED THAT** LLDC's maximum liability under this paragraph 3.2.4 shall not exceed 50% of the Social Infrastructure Contribution (£950,000 Indexed);~~

~~3.2.5 — the LPA shall spend:~~

~~(a) — the A1 Social Infrastructure Contribution on the Additional Social Infrastructure Provision identified in the Approved A1 Education and Infrastructure Report as being funded from the A1 Social Infrastructure Contribution; and~~

~~(b) any Early Release Contribution on the Additional Education Provision identified in the Approved A1 Education and Infrastructure Report as being funded from the Early Release Contribution.~~

~~3.2.6 the Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units permitted to be constructed across the Development unless and until:~~

~~(a) LLDC has carried out the A2 Education Review and submitted it to the LPA for Approval; and~~

~~(b) the A2 Education Review has been Approved;~~

~~3.2.7 where the Approved A2 Education Review indicates that the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold the following provisions shall apply:~~

~~(a) LLDC shall by no later than 5 Working Days following Approval of the A2 Education Review commence the A2 Education and Infrastructure Consultations;~~

~~(b) the Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units permitted to be constructed across the Development unless and until:~~

~~(i) LLDC has carried out the A2 Education and Infrastructure Consultations;~~

~~(ii) LLDC has submitted, in accordance with paragraph 8.5.6, the final A2 Education and Infrastructure Report to the LPA for Approval;~~

~~(iii) the A2 Education and Infrastructure Report has been Approved; and~~

~~(iv) LLDC has complied with paragraph 3.2.9;~~

~~3.2.8 LLDC shall carry out the A2 Education and Infrastructure Consultations and prepare the A2 Education and Infrastructure Report in accordance with paragraph 8.5;~~

~~3.2.9 within 10 (ten) Working Days of Approval of the A2 Education and Infrastructure Report LLDC shall pay to the LPA the:~~

~~(a) A2 Education Contribution; and~~

~~(b) A2 Social Infrastructure Contribution;~~

~~3.2.10 the LPA shall spend the:~~

~~(a) A2 Education Contribution on the Additional Education Provision identified in the Approved A2 Education and Infrastructure Report as being funded from the A2 Education Contribution; and~~

~~(b) A2 Social Infrastructure Contribution on the Additional Social Infrastructure Provision identified in the Approved A2 Education and Infrastructure Report as being funded from the A2 Social Infrastructure Contribution;~~

3-2-11 where the Approved A2 Education Review indicates that the primary education needs of the population of the Development are not likely to exceed the Primary Education Threshold the following provisions shall apply:

- (a) LLDC shall by no later than 5 (five) Working Days following Approval of the A2 Education Review commence the A3 Social Infrastructure Consultation;
- (b) the Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units permitted to be constructed across the Development unless and until:
 - (i) LLDC has carried out the A3 Social Infrastructure Consultation;
 - (ii) LLDC has submitted, in accordance with paragraph 8-5-6, the final A3 Social Infrastructure Report to the LPA for Approval;
 - (iii) the A3 Social Infrastructure Report has been Approved; and
 - (iv) LLDC has complied with paragraph 3-3-13;

3-2-12 LLDC shall carry out the A3 Social Infrastructure Consultation and prepare the A3 Social Infrastructure Report in accordance with paragraph 8-5;

3-2-13 within 10 (ten) Working Days of Approval of the A3 Social Infrastructure Report LLDC shall pay to the LPA the Unspent Social Infrastructure Contribution A;

3-2-14 the LPA shall spend the Unspent Social Infrastructure Contribution A on the Additional Social Infrastructure Provision identified in the Approved A3 Social Infrastructure Report as being funded from the Unspent Social Infrastructure Contribution A;

3-3 Where the Approved A1 Education Review indicates that the primary education needs of the population of the Development are not likely to exceed the Primary Education Threshold the following provisions shall apply:

3-3-1 LLDC shall by no later than 5 (five) Working Days following Approval of the A1 Education Review commence the B1 Social Infrastructure Consultation;

3-3-2 the Developer shall not Occupy more than 3,200 (three thousand two hundred) Residential Units permitted to be constructed across the Development unless and until:

- (a) LLDC has carried out the B1 Social Infrastructure Consultation;
- (b) LLDC has submitted, in accordance with paragraph 8-5-6, the final B1 Social Infrastructure Report to the LPA for Approval;
- (c) the B1 Social Infrastructure Report has been Approved; and
- (d) LLDC has complied with paragraph 3-3-4;

3-3-3 LLDC shall carry out the B1 Social Infrastructure Consultation and prepare the B1 Social Infrastructure Report in accordance with paragraph 8-5;

3-3-4 within 10 (ten) Working Days of Approval of the B1 Social Infrastructure Report LLDC shall pay to the LPA the B1 Social Infrastructure Contribution;

- ~~3.3.5 the LPA shall spend the B1 Social Infrastructure Contribution on the Additional Social Infrastructure Provision identified in the Approved B1 Social Infrastructure Report as being funded from the B1 Social Infrastructure Contribution;~~
- ~~3.3.6 the Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units permitted to be constructed across the Development unless and until:~~
- ~~(a) LLDC has carried out the B2 Education Review and submitted it to the LPA for Approval; and~~
 - ~~(b) the B2 Education Review has been Approved;~~
- ~~3.3.7 where the Approved B2 Education Review indicates that the primary education needs of the population of the Development are likely to exceed the Primary Education Threshold the following provisions shall apply:~~
- ~~(a) LLDC shall by no later than 5 (five) Working Days following Approval of the B2 Education Review commence the B2 Education and Infrastructure Consultations;~~
 - ~~(b) the Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units permitted to be constructed across the Development unless and until:~~
 - ~~(i) LLDC has carried out the B2 Education and Infrastructure Consultations;~~
 - ~~(ii) LLDC has submitted, in accordance with paragraph 8.5.6, the final B2 Education and Infrastructure Report to the LPA for Approval;~~
 - ~~(iii) the B2 Education and Infrastructure Report has been Approved; and~~
 - ~~(iv) LLDC has complied with paragraph 3.3.9;~~
- ~~3.3.8 LLDC shall carry out the B2 Education and Infrastructure Consultations and prepare the B2 Education and Infrastructure Report in accordance with paragraph 8.5;~~
- ~~3.3.9 within 10 (ten) Working Days of Approval of the B2 Education and Infrastructure Report LLDC shall pay to the LPA the:~~
- ~~(a) B2 Education Contribution; and~~
 - ~~(b) B2 Social Infrastructure Contribution;~~
- ~~3.3.10 the LPA shall spend the:~~
- ~~(a) B2 Education Contribution on the Additional Education Provision identified in the Approved B2 Education and Infrastructure Report as being funded from the B2 Education Contribution; and~~
 - ~~(b) B2 Social Infrastructure Contribution on the Additional Social Infrastructure Provision identified in the Approved B2 Education and Infrastructure Report as being funded from the B2 Social Infrastructure Contribution;~~

~~3.3.11 where the Approved B2 Education Review indicates that the primary education needs of the population of the Development are not likely to exceed the Primary Education Threshold the following provisions shall apply:~~

~~(a) LLDC shall by no later than 5 (five) Working Days following Approval of the B2 Education Review commence the B3 Social Infrastructure Consultation;~~

~~(b) the Developer shall not Occupy more than 3,500 (three thousand five hundred) Residential Units permitted to be constructed across the Development unless and until:~~

~~(i) LLDC has carried out the B3 Social Infrastructure Consultation;~~

~~(ii) LLDC has submitted, in accordance with paragraph 8.5.6, the final B3 Social Infrastructure Report to the LPA for Approval;~~

~~(iii) the B3 Social Infrastructure Report has been Approved; and~~

~~(iv) LLDC has complied with paragraph 3.3.13;~~

~~3.3.12 LLDC shall carry out the B3 Social Infrastructure Consultation and prepare the B3 Social Infrastructure Report in accordance with paragraph 8.5;~~

~~3.3.13 within 10 (ten) Working Days of Approval of the B3 Social Infrastructure Report LLDC shall pay to the LPA the Unspent Social Infrastructure Contribution B;~~

~~3.3.14 the LPA shall spend the Unspent Social Infrastructure Contribution B on the Additional Social Infrastructure Provision identified in the Approved B3 Social Infrastructure Report as being funded from the Unspent Social Infrastructure Contribution B.~~

~~3.4 In the event any part of the Social Infrastructure Contribution remains unspent or uncommitted as at the date 3 (three) years following Completion of the Development, the LPA shall return such unspent or uncommitted sums to the person who made the original payment to the LPA within 20 (twenty) Working Days of the third anniversary of Completion of the Development.~~

4. **SECONDARY SCHOOL PROVISION**

4.1 The Developer shall not Occupy more than 2,000 (two thousand) Residential Units which are permitted to be constructed across the Development unless and until the Developer has submitted to the LPA for Approval the SS Location Report.

4.2 By no later than the Occupation of 2,700 (two thousand seven hundred) Residential Units which are permitted to be constructed across the Development the Developer shall:

4.2.1 secure an Education Provider for the Secondary School, and the LPA hereby acknowledges that an Education Provider for the Secondary School has already been secured; and

4.2.2 [Not used.]

4.3 [Not used].

- 4.4 The Developer shall not submit the SS Specification to the LPA for approval unless and until an Education Provider for the Secondary School has been secured.
- 4.5 Prior to the submission of the planning application for the Secondary School Planning Permission, the Developer shall agree with the Education Provider for the Secondary School the scope of works that the Developer will carry out and complete in order to construct the Secondary School and the SS Playing Fields (such scope of works not to exceed the Schools Cost Cap for the Secondary School and the SS Playing Fields and be as a minimum the SS Specification and the SS Playing Fields Specification) **PROVIDED THAT** in the event the scope of works proposed by the Education Provider would result in the Schools Cost Cap for the Secondary School and the SS Playing Field being exceeded the Developer, the LPA and the Education Provider will work together to amend the scope of work and/or the SS Specification and/or the SS Playing Fields Specification such that the Schools Cost Cap for the Secondary School and the SS Playing Fields is not exceeded.
- 4.6 The Developer shall submit to the LPA for approval the SS Location Report and the SS Specification at the same time as the application for the Secondary School Planning Permission is submitted, such submission to be accompanied by evidence of the approval of the Education Provider for the Secondary School.
- 4.7 The Developer shall not Occupy more than 3,300 (three thousand three hundred) Residential Units which are permitted to be constructed across the Development unless and until the Secondary School has been Commenced.
- 4.8 The Developer shall not Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until:
- 4.8.1 the Secondary School has been completed in accordance with the scope of works agreed pursuant to paragraph 4.5;
- 4.8.2 the School Lease has been offered to the Education Provider for the Secondary School on the heads of terms Approved by the LPA and either:
- (a) such Schools Lease has been granted to the Education Provider; or
- (b) where such Schools Lease has not been granted to the Education Provider, the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease within a period of no less than 6 (six) months from the date of such Schools Lease being first offered for grant to the Education Provider (the "**First Offer Period**"); and
- 4.8.3 the Second Primary School has been made available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.
- 4.9 Where the Schools Lease for the Secondary School is not granted within the First Offer Period and the LPA does not agree that the Developer has used Reasonable Endeavours to grant the Schools Lease, the Developer shall continue to offer the Schools Lease to the Education Provider for the Secondary School and the provisions of paragraph 4.8 shall re-apply.
- 4.10 Where the Schools Lease for the Secondary School is not granted within the First Offer Period and the LPA agrees that the Developer has used Reasonable Endeavours to grant such Schools Lease, the Developer shall continue to offer such Schools Lease to

the Education Provider for the Secondary School and may also offer such Schools Lease to any other potential Education Provider for the Secondary School and the Developer shall use Reasonable Endeavours to grant such Schools Lease to a Education Provider within 6 (six) months of the expiry of the First Offer Period (the "Second Offer Period") and where such Schools Lease is granted the Developer shall make the Secondary School available for Occupation and fitting out by (and continue to be made available for Occupation and fitting out by) the Education Provider.

4.11 Where the Schools Lease for the Secondary School is not granted within the Second Offer Period and the Developer has used Reasonable Endeavours (and reasonable evidence of the same shall have been provided to the LPA and the LPA has agreed that Reasonable Endeavours have been used) to grant such Schools Lease, the Developer may apply to the LPA any time after the expiry of the Second Offer Period for an alternative Non Residential Use for the Secondary School.

4.12 The Developer shall:

4.12.1 notify the LPA in writing at least 6 (six) months prior to the date that the Secondary School is anticipated to be opened for use that the Secondary School is anticipated to be opened for use on the date specified in that notice; and

4.12.2 as soon as reasonably practicable notify the LPA in writing of any revised anticipated opening date for the Secondary School.

5. PLAYING FIELDS

5.1 First Primary School Playing Fields (FPS Playing Fields)

5.1.1 [Not used].

5.1.2 [Not used].

5.1.3 The Developer shall submit the FPS Playing Fields Management Plan to the LPA for approval not more than 6 (six) months prior to the FPS Playing Fields being open for use.

5.1.4 The Developer shall not Occupy more than 1,000 (one thousand) Residential Units which are permitted to be constructed across the Development unless and until the FPS Playing Fields have been completed in accordance with the relevant Reserved Matters approval and made available for use by Gainsborough School and, following construction of the First Primary School, the First Primary School and the FPS Playing Fields Management Plan has been approved by the LPA.

5.1.5 Following completion of the FPS Playing Fields, the Developer shall permit the general public to use the FPS MUGA outside School Hours in accordance with the approved FPS Playing Fields Management Plan and shall operate, manage and maintain the FPS MUGA in accordance with the approved FPS Playing Fields Management Plan.

5.1.6 Following completion of the FPS Playing Fields, unless the FPS Playing Fields are leased to the Education Provider of the First Primary School and/or to the local education authority responsible for Gainsborough School (in which case paragraph 5.1.7 shall apply), the Developer shall operate, manage and maintain the FPS Playing Fields for the life of the Development in accordance with the approved FPS Playing Fields Management Plan.

5.1.7 In the event that the FPS Playing Fields are leased to the Education Provider of the First Primary School and/or local education authority responsible for

Gainsborough School, the lease of the FPS Playing Fields shall include a requirement that the FPS Playing Fields are operated, managed and maintained in accordance with the FPS Playing Fields Management Plan.

- 5.1.8 In the event that the lease of FPS Playing Fields shall require that the lessee operates, manages and maintains the FPS Playing Fields, the lessee in occupation of the FPS Playing Field shall operate, manage and maintain the FPS Playing Fields in accordance with the FPS Playing Fields Management Plan and for so long as the lease subsists, the obligation hereunder shall be enforceable by the LPA against such lessee of the FPS Playing Fields and any person succeeding to or deriving title from or claiming an interest from such lessee.

5.2 Second Primary School Playing Fields (SPS Playing Fields)

- 5.2.1 The Developer shall submit the SPS Playing Fields Specification to the LPA for approval at the same time as the first Reserved Matters application for the Second Primary School is submitted
- 5.2.2 [Not used.]
- 5.2.3 The Developer shall submit the SPS Playing Fields Management Plan to the LPA for approval not less than 6 (six) months prior to the SPS Playing Fields being open for use.
- 5.2.4 The Developer shall not Occupy more than 4,000 (four thousand seven hundred and fifty) Residential Units which are permitted to be constructed across the Development unless and until the SPS Playing Fields have been completed in accordance with the SPS Playing Fields Specification and made available for use by the Second Primary School and the Secondary School and the SPS Playing Fields Management Plan has been approved by the LPA.
- 5.2.5 Following completion of the SPS Playing Fields, the Developer shall permit the general public to use the SPS MUGA outside School Hours in accordance with the approved SPS Playing Fields Management Plan and shall operate, manage and maintain the SPS MUGA in accordance with the approved SPS Playing Fields Management Plan.
- 5.2.6 Following completion of the SPS Playing Fields, unless the SPS Playing Fields are leased to the Education Provider of the Second Primary School (in which case paragraph 5.2.7 shall apply), the Developer shall operate, manage and maintain the SPS Playing Fields for the life of the Development in accordance with the approved SPS Playing Fields Management Plan.
- 5.2.7 In the event that the SPS Playing Fields are leased to the Education Provider of the Second Primary School, the lease of the SPS Playing Fields shall include a requirement that the SPS Playing Fields are operated, managed and maintained in accordance with the SPS Playing Fields Management Plan.
- 5.2.8 In the event that the lease of the SPS Playing Fields shall require that the lessee operates, manages and maintains the SPS Playing Fields, the lessee shall operate, manage and maintain the SPS Playing Fields in accordance with the SPS Playing Fields Management Plan and for so long as the lease subsists, the obligation hereunder shall be enforceable by the LPA against the lessee of the SPS Playing Fields and any person succeeding to or deriving title from or claiming an interest from such lessee.

5.3 **Secondary School Playing Fields (SS Playing Fields)**

- 5.3.1 The Developer shall not Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until the SPS MUGA has been completed in accordance with the SPS Specification and the Community Track has been completed in accordance with the Community Track Planning Permission and the SS Playing Fields are made available for use by the Secondary School and the SPS Playing Fields Management Plan has been approved by the LPA.
- 5.3.2 Following completion of the SPS MUGA, unless the SPS MUGA is leased to the Education Provider of the Second Primary School (in which case paragraph 5.3.3 shall apply), the Developer shall operate, manage and maintain the SPS MUGA for the life of the Development in accordance with the approved SPS Playing Fields Management Plan .
- 5.3.3 In the event that the SPS MUGA is leased to the Education Provider of the Second Primary School, the lease of the SPS MUGA shall include a requirement that the SPS MUGA is operated, managed and maintained in accordance with the SPS Playing Fields Management Plan.
- 5.3.4 In the event that the lease of the SPS MUGA shall require that the lessee operates, manages and maintains the SPS MUGA, the lessee shall operate, manage and maintain the SPS MUGA in accordance with the SPS Playing Fields Management Plan and for so long as the lease subsists, the obligation hereunder shall be enforceable by the LPA against the lessee of the SPS MUGA and any person succeeding to or deriving title from or claiming an interest from such lessee.

6. **EARLY YEAR PROVISION**

6.1 **PDZ1 Nursery Facility**

6.1.1 [not used]

6.2 **PDZ2 Nursery Facility**

6.2.1 [not used]

6.3 **PDZ4 Nursery Facility**

6.3.1 Subject to paragraph 6.8.1, the Developer shall not Occupy more than 339 (three hundred and thirty-nine) Residential Units which are permitted to be constructed in PDZ4 unless and until the PDZ4 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.

6.3.2 The PDZ4 Nursery Facility may be co-located with the First Primary School.

6.4 **PDZ5 Nursery Facilities**

6.4.1 Subject to paragraph 6.8.1, in the event the ZMP for PDZ5 identifies that the PDZ5 Nursery Facilities are to be provided as one nursery facility the Developer shall not Occupy more than 461 (four hundred and sixty-one) Residential Units which are permitted to be constructed in PDZ5 unless and until the PDZ5 Nursery Facility has been completed to Shell and Core Standard and marketed to operators in accordance with paragraph 6.8.