

Appendix 1
FORM OF TRANSFER

Land Registry

Transfer of part of registered title(s)

TP1

S106 Transfer – v6 clean – 27.09.2012

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

1	Title number(s) out of which the property is transferred: {T.B.C}
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: {T.B.C.}
3	Property: {T.B.C.} The property is identified <input type="checkbox"/> on the attached plan and shown: <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: "the Relevant Owner" <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

7	Transferee's intended address(es) for service for entry in the register:
Council Offices, Castle Street, Thornbury, South Gloucestershire BS35 1HF	
8	The transferor transfers the property to the transferee
9	Consideration
<input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):	
One pound (£1.00) plus VAT if any	
<input type="checkbox"/> The transfer is not for money or anything that has a monetary value	
<input type="checkbox"/> Insert other receipt as appropriate:	
10	The transferor transfers with
<input checked="" type="checkbox"/> full title guarantee	
<input type="checkbox"/> limited title guarantee	
11	Declaration of trust. The transferee is more than one person and
<input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants	
<input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares	
<input type="checkbox"/> they are to hold the property on trust:	
12	Additional provisions
12.1	Definitions
In this transfer the following definitions apply: -	
<i>Conducting Media</i>	drains, sewers, conduits, flues, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires and mains (or any of them) poles with supporting stays, optic fibres, culverts, ventilation shafts, electricity substations, gas governors and all and any other ancillary equipment and apparatus for the conduct of Services.
<i>Property</i>	the property the subject of this transfer or any part of such property
<i>Transferor's Retained Property</i>	the land now or previously in title number(s) { } currently as shown edged {blue} on the plan attached to this transfer or any part of such property
<i>Roads</i>	any road intended to be adopted as a highway maintainable at the public expense with any track, footway, footpath, highway, verge, cycleway, bridleway and bridlepaths together with all associated works including lighting sight lines, signage, fencing, drains, gullies and other associated related or ancillary works

Services

the supply of gas, water, electricity, telephone, telecommunications, foul and surface water drainage and all other appropriate services

12.2 Rights granted to the Transferee

12.2.1 The rights attaching to the Property for the benefit of the Transferee and its successors in title to the Property and all others (including without limitation all lessees of or other occupiers of and visitors to the Property) as may be authorised by the Transferee or such successors as so as to bind the Transferor's Retained Property for: -

- (a) the right to the free and uninterrupted passage of Services through the Conducting Media, which now are or may in the future be in, on or under the Transferor's Retained Property and which serve or are capable of serving the Property until such Conducting Media is adopted and publically maintained
- (b) (subject to the conditions set out in clause 12.2.2) a right to or connect to any Conducting Media which now are or may in the future be in on or under the Transferor's Retained Property as may be necessary to serve the Property (but for the avoidance of doubt no other property)
- (c) (subject to the conditions set out in clause 12.2.2) a right of entry upon the Transferor's Retained Property for the purpose of repairing, maintaining, renewing, replacing, or connecting the Conducting Media referred to in sub-clauses (a) and (b) above until such Conducting Media is adopted and publically maintained
- (d) the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it to pass and repass with or without vehicles for all purposes and at all times over the Roads until the same are adopted and publicly maintained PROVIDED THAT the Transferor and its successors in title shall have the right to relocate any such Roads prior to the date on which they are adopted as part of the highway maintainable at the public expense subject to the relocated route of the same not being materially less efficacious
- (e) a right of support from the Transferor's Retained Property

12.2.2 The exercise of the rights referred to in clauses 12.2.1(b) and (c) above are subject to the conditions that:

- (a) the rights shall not be exercisable over the site of a completed building or its curtilage nor shall the rights hereby granted materially affect the layout of the development of the Transferor's Retained Property over which such rights are exercised or shall materially prejudice, interfere with or otherwise affect a dwelling structurally completed building or a partially constructed building AND IT IS HEREBY AGREED for the avoidance of doubt that none of the rights hereby granted shall be exercised so as to facilitate the connection of Conducting Media or Roads to any property or for the use of any property other than the Property
- (b) before exercising any such right, the Transferee is to give not less than 28 days' written notice to the Transferor specifying the purpose for which entry is required (except in case of emergency when as much notice as practicable shall be given), accompanied by drawings, specifications and other written details of the work (whatever its nature), and the method of undertaking the work which the Transferee requires to execute on the Transferor's Retained Property, and such other information as the Transferor may reasonably require

- (c) the Transferee must obtain the prior approval in writing of the Transferor for any works to be done on the Transferor's Retained Property (such approval not to be unreasonably withheld or delayed)
- (d) in exercising any such right, the Transferee is to execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice, and in accordance with drawings, specification and other information submitted to and approved by the Transferor (such approval not to be unreasonably withheld or delayed), and in accordance with requisite statutory consents and the requirements of competent authorities
- (e) in carrying out the work, the Transferee is to act with due diligence, cause as little disturbance, damage and inconvenience as possible, and promptly make good all damage done to the Transferor's Retained Property to the Transferor's reasonable satisfaction
- (f) the Transferee is to keep the Transferor and all persons deriving title to the Transferor's Retained Property indemnified against all claims, liability and costs sustained or incurred from the exercise, or purported exercise, of the rights
- (g) the Transferee giving due consideration to the proposals of the Transferor for the development of the Transferor's Retained Property and the programme of such development
- (h) the requirement that the Conducting Media shall wherever practicable and economical be beneath roads, footways or verges
- (i) where appropriate the Transferee shall obtain the appropriate approvals consents and permissions of the local highway authority the relevant service companies and the local planning authority before the rights are exercised
- (j) the Transferor and its successors in title shall have the right to relocate the Conducting Media PROVIDED THAT the relocated route of the same shall not be materially less efficacious and the supply of Services to and from the Property shall not be materially interrupted

12.3 Rights reserved for the benefit of other land

The rights and liberties hereinafter described to the intent that the said rights and liberties may be annexed to the Transferor's Retained Land or any part thereof in whatever state the same may become and enure for the benefit of and be exercisable by the Transferor and their successors in title and assigns owner or owners or occupiers for the time being of the Retained Land or any part thereof and its his or their workmen and licensees: -

12.3.1 The right to deal with the Retained Land as Transferor shall think fit notwithstanding any diminution caused in the access of light and air to the Property

12.3.2 The right to construct use and connect into any foul and surface water drains now or within the Perpetuity Period lying in over or under the Property including the free and uninterrupted right to pass foul and surface water through such foul and surface water drains pending adoption of the same as publically maintainable sewers and the right to go on the Property for the purposes of maintaining renewing inspecting constructing and making connections into such foul and surface water drains

12.4 General Provisions relating to Rights Reserved

12.4.1 The siting of the Conducting Media or other matter pursuant to the exercise of the rights shall be determined by the parties acting reasonably

- 12.4.2 The rights of entry are exercisable by the relevant party or persons acting on its behalf with workmen materials tools vehicles plant and other machinery
- 12.4.3 The person exercising any of the rights shall in doing so cause as little damage as reasonably possible and shall make good any damage so caused as soon as reasonably practicable
- 12.4.4 Nothing in this Transfer shall affect or abridge the effect or operation of Section 162(1)(d) of the Law of Property Act 1925
- 12.4.5 None of the rights shall apply to or be exercised over any land transferred to or vested in any of the Service Authority or covered by a building

12.5 Transferee's covenants

- 12.5.1 The Transferee (with the object and intent of affording to the Transferor a full and sufficient indemnity but not further or otherwise) hereby covenants with the Transferor to observe and perform from the date of this transfer the covenants and conditions relating to the Property referred to in the registers of title number { } at the date of this transfer other than those relating to financial matters so far as the same are still subsisting and to indemnify the Transferor against any liability for future breaches or non-performance of any such covenants and conditions.
- 12.5.2 The Transferee hereby further covenants with the Transferor (in its personal capacity only) so as to benefit each and every part of the Transferor's Retained Property into whosoever's hands the same may come and so as to bind the Transferee and its successors in title to the Property but so that such covenants may be fully and effectively released by Taylor Wimpey UK Limited without the requirement for releases from its successors in title and assigns:
- (a) not to use the Property or cause or permit it to be used otherwise than
- [the transfers of Open Spaces MMI and Water Attenuation Facilities shall contain a restrictive covenant in the terms set out in the relevant Schedule to the S106 agreement]*
- [the transfers of the First Primary School the Second Primary School the Secondary School the Cricket Pavilion the Community Hall the Nursery and the Extra Care Housing shall contain a covenant in terms to be agreed between the parties restricting the use of the Property to the purposes described in the relevant Schedule to the Section 106 agreement]*
- (b) not to cause or permit any building structure landscaping or works on the Property to obstruct or interfere with any sight lines or visibility splays by any Relevant Authority in respect of the development of the Transferor's Retained Property and or with any rights or entitlements to light air and support in favour of the Transferor's Retained Property
- (c) not to dispose of any interest in the Property or in any part thereof without first obtaining from the disponee and delivering to the Transferor (here meaning {.....} - not its successors in title) duly executed and completed deed of covenant directly with the Transferor to observe the covenants and provisions of paragraph 12 of this transfer herein contained including this covenant insofar as they relate to the whole or part of the Property to be disposed
- (d) to maintain or procure the maintenance of the Property in a condition suitable for its intended use in accordance with Clause 12.5.2. (a)

12.6 Agreements and Declaration

- 12.6.1 A person (a "Third Party") who is not a party to this deed has no right under the Contracts (Rights of Third Parties Act 1999 to enforce any term of this deed notwithstanding that any such term may purport to confer or may be construed as conferring a benefit on such Third Party AND this does not affect any right or remedy of such Third Party which exists or is available apart from that Act
- 12.6.2 The Property shall not enjoy any rights privileges and appurtenances appertaining or reputed to ascertain to the Property by virtue of Section 62 Law of Property Act 1925 and the rule in *Wheeldon v Burrows* over the Transferor's Retained Property other than those specifically granted by the Transfer
- 12.6.3 The Transferee shall not by implication otherwise become entitled to any right of light or air or other rights, privileges and appurtenances appertaining whatsoever which would restrict or interfere with the free use of the Transferor's Retained Property or an part thereof for building or any other purposes or any right other than those expressly granted by this transfer and the Transferor and its successors in title shall be at liberty to rebuild alter add to or develop the Transferor's Retained Land in any manner and the Transferee shall not be entitled to any compensation for damage annoyance inconvenience or disturbance caused

12.7 Restriction

{The Parties HEREBY APPLY to the Chief Land Registrar to enter the following restriction in the Proprietorship Register of the Title to the Property: -

"RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate by a conveyancer that the provisions of paragraph 12.5.2 (c) of the Transfer dated { } made between { } (1) and { } (2) have been complied with or that they do not apply to the disposition}

EXECUTED as a DEED by)
)
acting by its duly authorised officers)

Director

Director / Secretary

THE COMMON SEAL of)
SOUTH GLOUCESTERSHIRE)
DISTRICT COUNCIL)
was hereunto affixed in the presence of:)

Member of the County
Council

Duly Authorised Officer}

Appendix 2
FORM OF BOND

FORM OF BOND

THIS BOND dated [] is made between [] whose registered office is at [] (the "**Developer**") [] whose registered office is at [] (the "**Surety**") and South Gloucestershire District Council of The Council Offices, Castle Street, Thornbury, South Gloucestershire, BS35 1HF (the "**Council**")

WHEREAS:-

- 1 By a deed made under (inter alia) section 106 of the Town and Country Planning Act 1990 (the "**Deed**") dated [] 2012 made between amongst others the Developer and the Council relating to the development of land situate at Emersons Green East to the east of Avon Ring Road South of M4 Motorway (the "**Land**") the Developer is under obligations to pay certain financial contributions and carry out certain defined works on the terms and conditions specified in the Deed.
- 2 [Paragraph [1.1.1][1.1.2]* of Part 2 of Schedule 1 of the Deed contains a covenant requiring the Developer to provide a bond in respect of its obligations to carry out the [Phase 1 Works][Phase 2 Works]* (as defined therein), such bond to be with a surety (approved by the Council)]

OR

- 2 Paragraph [1.1.1][1.1.2][1.1.3][1.1.4][1.1.5]* of Part 2 of Schedule 22 of the Deed contains a covenant requiring the Developer to provide a bond in accordance with the schedule at Appendix 3 of the Deed, such bond to be with a surety (approved by the Council) (unless the Council and the Developer have agreed in writing that any Secured Items or parts thereof may be secured by a legal charge over the Land pursuant to paragraph 2 of Part 2 of Schedule 22 of the Deed)

NOW THIS AGREEMENT WITNESSES:

- 1 The Developer and the Surety are bound jointly and severally to the Council for the sum set out in the attached Schedule (the "**Bond Figure**")
- 2 The Surety shall in the event of receipt of a Call Notice in accordance with paragraph 1.3.4 of Part 2 of Schedule 22 of the Deed certifying the Developer's default [or in the event of the Director giving notice pursuant to paragraph 10.4 of Part 3 of Schedule 1]* pay to the Council within Five Working Days of receipt of the relevant notice such sum of money as specified in the notice **PROVIDED THAT** the amount demanded by the Council whether as a single sum or as an aggregate sum shall not exceed the Bond Figure
- 3 It is hereby agreed and declared that the Surety shall not be released or discharged from this Bond by any arrangement which may either with or without the assent or notwithstanding the dissent of the Surety be made between the Developer and the Council by any dealing or transaction which may take place between the Developer and the Council
- 4 [This Bond shall cease to have effect upon the issue Certificate No 2 for the [Phase 1 Works][Phase 2 Works]* pursuant to paragraph 14.3 of Part 3 of Schedule 1 of the Deed] **OR**
- 5 [This Bond shall cease to have effect upon the issue of Certificate B for the MMI Works pursuant to paragraph 3.3.5 of Part 2 of Schedule 4 of the Deed] **OR**
- 4 [This Bond shall cease to have effect upon the discharge of all the obligations to which the Bond relates as set out in the attached Schedule [pursuant to paragraph 4.1.2 and/or paragraph 4.2 of Part 2 of Schedule 22 of the Deed]

(* delete as appropriate)

IN WITNESS of which this Bond has been duly executed as a deed on the date and year first before written

[Execution Clauses]

Schedule

Secured Item	Secured Value (Index Linked)	Specific Provisions as to reduction/release of Security

Appendix 3
SECURITY TABLE

BOND TABLE: EGreen(East), GHQ

Bond Item No.	s106 item description	s106 value (£)	s106 trigger	BOND 1 (0-150 build out)		BOND 2 (150-500 build out)		BOND 3 (500-1000 build out)		BOND 4 (1000-1500 build out)		BOND 5 (1500-2000 build out)		Residual Bond
				2011-12	(0-13)	-14	(150-15)	-16	-17	-18	-19	-20	-21	
year - cumulative build out				0	50	250	450	650	900	1150	1400	1650	1850	2000
1	Rosary and Green Road phase 1	(1,625,000)	to be bonded under (supplementary) highway agreement on commencement											
	phase 2	897,308												
		370,629	prior to 750th											
1A	A4174 Toucan contribution	95,580	before 1st occupation	95,580										
2	Rosary commuted sum	66,995	completion of phase 2					66995						
3	Strategic H'way Improvements	2,896,652	1st on 1st occupancy anniversary	531,000		849,600	1062000	454052						
4	Public Transport	(1,758,075)												
	Local services	527,422	1st on 200th	159300		159300	159300	49522						
	Key services	1,230,653	1st on 2nd anniversary of local			318600	318600	318,600	274,853					
5	MMI contribution (in lieu of bui	939,870	prior to 300th			939,870								
5A	MMI commuted sum	161,921	upon completion of MMI				161921							
6	Footbridge	946,647	prior to 300th			946647								
7	First Primary school	5,415,359	see note 5	2707680		2166144								
8	Second Primary school	1,598,820	not before the 1000th					159882	799410	639528				
9	Secondary school	5,480,159	not before the 1000th					548016	2740080	2192064				
10	POS construction bond	2,892,268	see 2nd worksheet	381669				461431		2049168				
11	POS maintenance bond	4,914,161	see 3rd worksheet	614270		614270	614270	614270	614270	614270	614270	614270	614270	614270
12	Community Hall bond	1,980,000	built by 751st				1,980,000							
13	Changing facilities bond	400,000	built by 751st				400,000							
14	Cricket pavilion bond	412,778	built by 1500th							412,778				
	=	31,227,222												
Year bond value				£1,091,519	£3,397,980	£5,994,431	£4,696,091	£1,964,870	£1,597,021	£4,153,760	£5,907,808	£614,270	£614,270	£614,270
Bond Phase value				£4,489,499		£10,690,522		£3,561,891		£10,061,567		£614,270	£614,270	£614,270

amended 16 01 2012; POS construction bond as Email dated 6th Jan 2012

amended 21.05.2012 ref Jo M email items dated 02.05.2012

amended 29.05.2012. Indexing comment changed in footnote 3, footnote 4 amended to refer to separate phasing of Bonds

Note:

- Cumulative build out is based on GHQ forecast
- Generally Bond assumed to be provided One year prior to drawdown
- Bonded items identified in C'tee report dated 13.10 2011 but where specified in the s106 agreement bond items shall be subject to indexation.
- Item 1 is the subject of two separate follow on bonds to be provided pursuant to schedule 1 of the s106 agreement; red arrows indicate likely construction periods
- 1st Primary; 10% on commencement (does not require bond), then 40% contribution commencement of construction and balance (50%) on 12 weeks post opening
- 2nd Primary contribution not before 1000th; 10% at 1000th, 40% on commencement of construction, 50% after 12 weeks of opening
- Secondary school contribution not before 1000th, as 2nd Primary
- POS construction bond precedes stage contribution by One year. See separate spreadsheet
- POS maintenance sum 12 months after each phase; 8 phases (circa 250 units) = £ 614,270 per phase
- POS maintenance bond will not be required where election is made to transfer open spaces to a management entity.
- MMI contribution bond payable irrespective of whether CHGC elects to construct MMI or transfer it to the Council

West of England Housing Delivery Panel



Contact List

Lot 1 – Development Only

Company	Contact
Arc Developments South West Limited	mike.day@arcadiahousing.co.uk 01934 732 659
Aster Group Limited	anna.kear@aster.org.uk 01380 735 662
Linden Homes Limited	stephen.teagle@gallifordtry.co.uk 01626 956 789
Leadbitter Group	nick.jenkins@leadbitter.co.uk 01454 774 794

Lot 2 – Development & Management

Company	Contact
Somer Housing Group	jane_alderman@somer.org.uk 01225 366 008 / 07974 983 019
Sovereign Housing Group	simon.parks@sovereign.org.uk 0117 317 0722
Knightstone Housing Association	caroline.hughes@knightstone.co.uk 0117 984 8113
Affinity Sutton Group	julia.charter@affintysutton.com 0207 378 5527
Merlin Housing Society	peter.crouch@merlinhs.co.uk 01454 821429
Guinness Trust	nikki.tillett@guinness.org.uk 01275 395 755
Jephson Homes Housing Association Ltd	neil.blackbeard@jephson.org.uk 01454 204 015
Bromford Housing Group Ltd	darren.isbell@bromford.co.uk 01285 885 011

L-IND Consortium: Aster Homes Bristol Community Housing Foundation Elim Housing Association Ltd. Solon SW Housing Association Ltd. United Housing Association	anna.kear@aster.org.uk oona@bchf.co.uk a.allender@elimhousing.co.uk jim_newtonsmith@solonswha.co.uk eileen.brown@unitedha.org.uk Charlie.mosse@unitedha.org.uk
Sanctuary Housing Association	mike.santon@sanctuary-housing.co.uk 01905 334 060

Lot 3 – Management Only

Company	Contact
Elim Housing Association Ltd.	a.allender@elimhousing.co.uk 01454 411 172
Bristol Community Housing Foundation	oona@bchf.co.uk 0117 947 0501
Solon SW Housing Association Ltd.	jim_newtonsmith@solonswha.co.uk 0117 916 7762
United Housing Association	eileen.brown@unitedha.org.uk 0117 944 0545 Charlie.mosse@unitedha.org.uk 0117 970 3075
Alliance Homes	jon.hobbs@alliancehomes.org.uk 01275 398 182

Lot 4 – Extra Care Housing

Company	Contact
Leadbitter Group	nick.jenkins@leadbitter.co.uk 01454 774 794
Knightstone Housing Association	caroline.hughes@knightstone.co.uk 0117 984 8113
Brunel Care	staylor@brunelcare.org.uk 0117 914 4221
Somer Housing Group	jane_alderman@somer.org.uk 01225 366 008 / 07974 983 019 james_bullivent@somer.org.uk 01225 366098
Housing 21	stuart.moran@housing21.co.uk 0370 192 4518
Alliance Homes	jon.hobbs@alliancehomes.org.uk 01275 398 182

Lot 5 – Rural Housing Partners

Company	Contact
English Rural Housing Association	james.taylor@englishrural.org.uk 01376 571 714 / 07810 811 739 louise.davidson@englishrural.org.uk 01934 811 713 / 07916 294 769
Somer Housing Group	jane_alderman@somer.org.uk 01225 366 008 / 07974 983 019
Guinness Trust	nikki.tillett@guinness.org.uk 01275 395 755

Merlin Housing Society	peter.crouch@merlinhs.co.uk 01454 821429
Jephson Homes Housing Association Ltd	neil.blackbeard@jephson.org.uk 01454 204 015
Knightstone Housing Association	caroline.hughes@knightstone.co.uk 0117 984 8113
South Western Housing Society	pyorke@swhs.org.uk 01934 529 990

Appendix 5

COMMUNITY HALL HEADLINE SPECIFICATION

This headline specification gives a description of the spaces and facilities required. The details of the layout and exact nature of accommodation shall be set out in a detailed brief to be produced jointly by the Developer and the Council. This should be agreed with the Council prior to the submission of the Reserved Matters Application for the Community Hall and in the absence of agreement between the parties the matter shall be referred to an Expert pursuant to Clause 21 of this Agreement.

The Community Hall (minimum GIFA 880sqm) shall be located in a single building in the Local Centre adjacent to the First Primary School to the north of Hallen Farm. The facility intended to be used as a community facility and should be built to an equivalent quality for all elements of the building as Pomphrey Hill pavilion completed at Pomphrey Hill, South Gloucestershire, BS16 9NF (planning reference: PK08/3200/R3F).

The Detailed Specification for the Community Hall shall include as a minimum:

Room	Purpose/Notes
A two court hall (minimum 320sqm with ceiling height of between 6.1 – 7.6 metres)	Main hall, design and layout to be suitable for cultural events and indoor sports to include cricket nets training. Hall to be fitted out and marked out appropriately for indoor sports use and fitted with hanging dividers allowing the space to be split into separate spaces
Kitchen	Fully fitted and equipped to commercial catering standard with serving hatches into hall and meeting rooms
Office / reception	For management and booking, large enough for at least 2no. staff, to be located off reception area with view of entrance
Reception area	Casual seating, displays/leaflets holders, notice boards
WCs and changing facilities	Sufficient for use by all users of the facility to include: <ul style="list-style-type: none"> - disabled "Changing Places" facility to include fully accessible WC, changing bench, basin and space for hoist (www.mencap.org.uk) - baby changing with changing table, washbasin, space for large waste bin
Meeting room/s	minimum combined floorspace of 150sqm fitted with dividers to allow subdivision into two spaces suitable for use by crèche, group activities and meetings
Changing rooms	changing for users of indoor sports and performers to be located close to main hall to include minimum 2no. separate showers
Plant Room	plant room to be of appropriate size to ensure safe access to all parts requiring regular servicing
Storage space/s	sufficient and appropriate for all users use 15% of total floorspace as a guide
Cleaners room	space for cleaning equipment to include bucket sink, cleaners' locker/s and storage
Lobbies/circulation space	appropriate lobbies and circulation space as required to ensure adequate ventilation, air changes and modesty screening as appropriate

Lift	in accordance with building regulations if building is more than single storey
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The following facilities to be provided in addition to the GIFA:

External spaces	sufficient useable external space of a maximum of 150sqm for the use of groups using the facilities
External bin storage	arranged to ensure independent access to each bin, bins must be located away from the building but adjacent to access road to facilitate collection
Parking	space to park cars plus disabled spaces and cycles to the appropriate standard, parking and turning for vehicles, loading bay for deliveries
Landscaping	provision of appropriate landscaping to provide shade and defensive planting as required

Design Notes:

- **Technical Guidance:** Refer to current technical guidance notes for additional information and for child protection requirements
 - Sport England
 - Appropriate sports governing bodies e.g. ECB,
- **Planning Permission:** A planning application will need to be made to South Gloucestershire Council.
- **Building Control:** All facilities to conform to current Building Regulations. South Gloucestershire Council to be appointed as Building Control Team.
- **Quality of fittings:**
 - All fixtures and fittings should be robust and able to cope with intensive use, particularly sanitary fittings and any cubicles
 - WCs, urinals and washbasins in appropriate numbers and to appropriate standards for all users of the community facility
 - Flexibility with regard to changing, shower and toilet areas, to provide for disabled / male / female/ young person use.
 - ICT services with appropriate number and location of connections
 - Loose and fixed furniture and fittings appropriate for all user groups which for the avoidance of doubt will include appropriate fittings for indoor sports use of the main hall, lighting, hand dryers, wiring, electrical supply sockets, wireless IT infrastructure, appropriate alarms
 - Floor surface/s to be hard wearing, suitable for sport footwear and allow for ease and speed of cleaning
 - Interior services, pipes and ducting etc. should be concealed to minimise risk of damage
 - Circulation to allow for simple routes for all users and separation of 'dirty' changing from other areas for times this is required
- **Services:**
 - To include fire and security alarm systems
 - Provide for sub metering as appropriate.
 - To maintain cost, energy efficiency of lighting, heating, ventilation and security systems a centralised control system is required
 - A separate metered natural gas supply must be provided for purposes of hot water and heating.
- **Sustainability**
 - Design Standard of BREEAM good is required.
 - Sustainable drainage systems will be required throughout the site taking into account any necessary attenuation of water.

Appendix 6

OUTDOOR CHANGING FACILITY HEADLINE SPECIFICATION

This headline specification gives a description of the spaces and facilities required. The details of the layout and exact nature of accommodation shall be set out in a detailed brief to be produced jointly by the Developer and the Council. This should be agreed with the Council prior to the submission of the Reserved Matters Application for the Outdoor Changing Facility and in the absence of agreement between the parties the matter shall be referred to an Expert pursuant to clause 21 of this Agreement.

The Outdoor Changing Facility (minimum GIFA 210sqm) shall be located in the approximate location shown on the Development Framework Plan adjacent to the two grass pitches on the BBC masts site and is intended to be used for community sport. The facility should be built to an equivalent quality as that completed at Emersons Green Playing Fields, Pomphrey Hill, South Gloucestershire, BS16 7JP (planning reference: PK08/3025/R3F).

The Detailed Specification shall include as a minimum:

Room	Purpose/Notes
Entrance lobby	provide easy access to the changing and be separate from access to playing area
Team changing and showers: 4 no. 16 person (minimum 16sq m clear changing space) team changing rooms with showers and WCs and cleaner's tap	changing for sports teams located at ground floor with separate field exit/entrance with good access onto playing pitches wall mounted taps in each of the main changing rooms to allow floors to be flushed down
3 no. officials changing rooms each with shower, W.C. and handbasin	at least one changing room to be fully accessible to include WC, changing bench, handbasin, space for hoist
Provision for first aid	storage for First Aid kit and space for bench with sink
WCs	for use by spectators & open space users to include fully accessible WC and changing room
Refreshments area with servery	equipped with a sink and hot and cold running water, power and space to prepare and serve refreshments via an external hatch
Storage space for: - food/beverages - consumables - cleaner's equipment	individual secure storage spaces in appropriate locations cleaning equipment to include bucket sink, space for cleaners' locker and storage located close to changing
Plant Room	plant room to be of appropriate size to ensure safe access to all parts requiring regular servicing
Equipment Store	sufficient secure storage for equipment required for use of the pitches to be accessible from the exterior and capable of accommodating goal posts

Lobbies/circulation space	appropriate lobbies and circulation space as required to ensure adequate ventilation, air changes and modesty screening
The following facilities to be provided in addition to the GIFA	
External secure storage	sufficient for sports equipment must be provided and accessible from the exterior of the building
Grounds maintenance store	secure, fireproofed store for the storage of vehicles used in pitch maintenance
External bin storage	arranged to ensure independent access to each bin bins must be located away from the building but adjacent to access road to facilitate collection
Parking	space to park cars plus disabled spaces and cycles to the appropriate standard, parking and turning for coaches, loading bay
Landscaping	provision of appropriate landscaping to provide shade and defensive planting as required

Design Notes:

- **Technical Guidance:** Refer to current technical guidance notes for additional information and for child protection requirements
 - Sport England
 - Appropriate sports governing bodies e.g. Football Association
- **Planning Permission:** A planning application will need to be made to South Gloucestershire Council.
- **Building Control:** All facilities to conform to current Building Regulations. South Gloucestershire Council to be appointed as Building Control Team.
- **Quality of fittings:**
 - All fixtures and fittings should be robust and able to cope with intensive use, particularly sanitary fittings and cubicles
 - WCs, urinals and washbasins in appropriate numbers and to appropriate standards for players, officials and visitors
 - Flexibility with regard to changing, shower and toilet areas, to provide for disabled / male / female/ young person use.
 - Loose and fixed furniture and fittings which for the avoidance of doubt will include appropriate fittings for lighting, hand dryers, wiring, electrical supply sockets, appropriate alarms
 - Floor surface/s to be hard wearing, suitable for sport footwear and allow for ease and speed of cleaning
 - Interior services, pipes and ducting etc. should be concealed to minimise risk of damage
 - Circulation to allow for simple routes for all users and separation of 'dirty' changing from other areas for times this is required
- **Services:**
 - To include fire and security alarm systems
 - Provide for sub metering as appropriate.
 - To maintain cost, energy efficiency of lighting, heating, ventilation and security systems a centralised control system is required
 - A separate metered natural gas supply must be provided for purposes of hot water and heating.
- **Sustainability**
 - Design Standard of BREEAM good is required.
 - Sustainable drainage systems will be required throughout the site including sports pitches taking into account the necessary attenuation of water.

Appendix 7

CRICKET PAVILION HEADLINE SPECIFICATION

This headline specification gives a description of the spaces and facilities required. The details of the layout and exact nature of accommodation shall be set out in a detailed brief to be produced jointly by the Developer and the Council. This should be agreed with the council prior to the submission of the Reserved Matters Application for the cricket pavilion and in the absence of agreement between the parties the matter shall be referred to an Expert pursuant to clause 21 of this Agreement.

The Cricket Pavilion (minimum GIFA 280sqm) to be used for cricket, sport and community uses to include a clubroom suitable for use as a social space for the wider community.

The Cricket Pavilion with clubroom (minimum GIFA 280sqm) shall be located adjacent to the northern boundary of the Core Area Public Open Space and is intended to be used for cricket, sport and community uses. The facility should be built to an equivalent quality for all elements of the building as that completed at Emersons Green Playing Fields, Pomphrey Hill, South Gloucestershire, BS16 7JP (planning reference: PK08/3025/R3F).

The Detailed Specification for the Pavilion to serve cricket pitch (minimum 280sqm GIFA) shall include but not be limited to:

Room	Purpose/Notes
Entrance lobby	Provide easy access to the changing and social areas and separate from access to playing area
Reception / Office	For entry control, staff and management
Provision for first aid	Storage for First Aid kit and space for bench with sink
Team changing and showers: 2 no. 16 person (minimum 20sq m clear changing space) team changing rooms with showers and WCs and cleaners tap	Located at ground floor with separate field exit/entrance with good access onto playing areas
Officials changing room	1 official changing facilities. Changing room to be fully accessible to include WC, changing bench, hand wash basin and space for hoist
Clubroom	Provision of community social space and tearoom for cricket Minimum space 150sq m Accessed off main entrance/reception area with large windows and appropriately orientated to give good views of cricket pitches taking into account solar glare. Glazing specified and detailed to combat glare. This space to be served by a kitchen/bar facility and may be sub-divided.
WCs and dry change facilities to support Clubroom	For use by spectators at sports fixtures and those attending social events in clubroom. To include fully accessible WC and changing room
Kitchen	Equipped to catering standard with servery into club room
Storage Rooms for: <ul style="list-style-type: none"> • food/beverages • consumables • cleaner's equipment 	Individual secure storage spaces in appropriate locations. Cleaning equipment to include bucket sink, space for cleaners' locker and storage located close to changing rooms.

Plant Room	Plant room to be of appropriate size to ensure safe access to all parts requiring regular servicing.
Equipment Store	Sufficient secure storage for equipment required for use of the facility.
Scorebox (either separate from or integral to main pavilion) within view of the pitch.	Including scoreboard Daktronics CR2003 2058x3074 or equivalent.
Space for temporary bar	To serve Club Room With water and power supply and storage

The following facilities to be provided in addition to the GIFA agreed for the Pavilion

External secure storage	Appropriate for the secure storage of equipment ancillary to cricket Must be secure and external from the main pavilion
Grounds maintenance store	Secure, fireproofed store for the storage of vehicles used in pitch maintenance.
External bin storage	Capable of providing for the storage of 10 bins arranged in a U shape to ensure independent access to each bin. This bin must be located away from the building but adjacent to access road to facilitate collection.
Parking	Space to park 30 cars plus disabled spaces and cycles to the appropriate standard, parking and turning for 2 no. coaches, loading bay
Landscaping	Provision of appropriate landscaping to provide shade and defensive planting as required.

Design Notes:

- **Technical Guidance:** Refer to current technical guidance notes for additional information and for child protection requirements
 - Sport England,
 - English Cricket Board
- **Planning Permission:** A planning application will need to be made to South Gloucestershire Council.
- **Building Control:** All facilities to conform to current Building Regulations. South Gloucestershire Council to be appointed as Building Control Team.
- **Quality of fittings:**
 - All fixtures and fittings should be robust and able to cope with intensive use
 - WCs, urinals and washbasins in appropriate numbers and to appropriate standards for players, officials and visitors
 - Flexibility with regard to changing, shower and toilet areas, to provide for disabled / male / female/ young person use.
 - Loose and fixed furniture and fittings which for the avoidance of doubt will include appropriate fittings for lighting, hand dryers, wiring, electrical supply sockets, appropriate alarms
 - Floor surface/s to be hard wearing, suitable for sport footwear and allow for ease and speed of cleaning
 - Interior services, pipes and ducting etc. should be concealed to minimise risk of damage
 - Circulation to allow for simple routes for all users and separation of 'dirty' changing from social and other areas for times this is required

- **Services:**
 - To include fire and security alarm systems
 - Provide for sub metering as appropriate.
 - To maintain cost, energy efficiency of lighting, heating, ventilation and security systems a centralised control system is required
 - A separate metered natural gas supply must be provided to pavilion for purposes of hot water and heating.

- **Sustainability**
 - Design Standard of BREEAM good is required.
 - Sustainable drainage systems will be required throughout the site including sports pitches taking into account the necessary attenuation of water.

Appendix 8-TRANSFER OF CONTROL AGREEMENT

SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL

(1)

- and -

GOVERNORS

(2)

- and -

[THE DEVELOPER]

(3)

TRANSFER OF CONTROL AGREEMENT
Relating to [Secondary School]

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This Agreement is made the day of 20[]

PARTIES:

(1) **SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL** of The Council Offices Castle Street Thornbury South Gloucestershire BS35 1HF (the "**Council**")

(2) **THE GOVERNORS OF []** (the "**Governors**").

(3) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the "**Developer**")

RECITALS:

(A) This Agreement is made under the provisions of Section 40 and Schedule 13 of the Act and all other relevant powers

(B) The provisions of Schedule 13 of the Act are incorporated in this Agreement except where this Agreement provides differently

(C) The Core Area was laid out by the Developer and transferred to the [Council] pursuant to the Section 106 Agreement

(D) This Agreement is intended to make provision for the Core Area to be under the control of the Developer or its Nominee at specified times for the purpose of community use (as defined in the Act).

(D) The Developer or its Nominee are "the controlling body" for the purposes of Schedule 13 of the Act, and for the avoidance of doubt throughout this Agreement reference to Developer shall include its Nominee.

AGREED TERMS:

1. **INTERPRETATION**

"**Act**" means the School Standards and Framework Act 1998

"**Community Hours**" means the period when the Core Area is available for Community Use as detailed in Part 2 of Schedule 2

"**Community Use**" means use of the Core Area in accordance with the principles of paragraph 2 of Schedule 3 during the Community Hours

"**Conditions of Use**" means the conditions set out in Schedule 4

"**Core Area**" means land comprising two football pitches, an all weather pitch, a cricket square, a smaller sports pitch and a multi-use games area (MUGA) shown edged red and labelled 'Core Area' on the plan attached hereto at Schedule 1

"**Directions**" means directions issued by the Council from time to time pursuant to Paragraph 1(3) of Schedule 13 of the Act regarding the use of the Core Area

"**Expert**" means a person appointed in accordance with clause 23 to resolve a dispute under the Agreement

"**Core Area Maintenance**" means the maintenance of the Core Area which is determined by the Operational Management Committee to be reasonably required in order to ensure the Core Area are maintained in a good and proper condition and fit for purpose including (but not limited to):

- grass cutting and grounds maintenance
- painting white lines and marking out pitches
- maintenance of floodlighting and other sports equipment
- maintenance of signage for rules of use and disclaimers
- security
- cleaning
- all requirements as set out in the Management Regime to be agreed under the terms of Schedule 13 and Appendix 14 of the Section 106 Agreement

"Maintenance Costs" means the costs of Core Area Maintenance together with all outgoings which are properly attributable to the Core Area (including electricity, gas, water and non-domestic rates)

"Nominee" means a Management Entity as may be approved under the terms of Schedule 13 of the Section 106 Agreement which may be appointed by the Developer to manage the Core Area during Community Hours on its behalf

"Operational Management Committee" means the committee to be established pursuant to clause 11.1.2

"Prohibited Activities" means any one or more of the following uses:

- dog walking
- driving with vehicles
- car boot sales
- car parking
- bicycle riding
- horse riding
- anti-social behaviour
- other activities which could, in the reasonable opinion of the Operational Management Committee, interfere with or be damaging to the future use and enjoyment of the Core Area

"School" means [*insert name of Secondary School*]

"School Hours" means the period during Term Time when the School is in session including any break between sessions on the same day as determined by the Governors from time to time under Section 41 of the Act (as currently detailed in Part 1 of Schedule 2)

"School Holidays" means the times when the School is closed, outside of Term Time, as notified to the Developer in accordance with clause 6

"the Section 106 Agreement" means a planning agreement made under section 106 of the Town and Country Planning Act 1990 made between [*insert parties*] and dated [*insert date*] 2012 entered into as part of the wider development of land at Emersons Green East

"Strategic Management Committee" means the committee to be established pursuant to clause 11.1.1

"Term Time" means the days when the School is in session, as notified to the Developer in accordance with clause 6

"Weekday" means Monday to Friday but excludes public holidays

2. TRANSFER OF CONTROL

2.1 Subject to the terms of this Agreement, control of the use of the Core Area during Community Hours is transferred from the Governors to the Developer for the purposes of the promotion of Community Use.

2.2 The Developer and the Governors shall comply with the Conditions of Use.

3. USE DURING SCHOOL HOURS

For the avoidance of doubt the School will be at liberty to offer the use of the Core Area during the School Hours to other schools or organisations.

4. EXTRA COMMUNITY USE

Without prejudice to the provisions of clauses 2 and 3, all or any of the Core Area which is not required by the School during School Hours may be released by the Governors to the Developer for Community Use under the terms of this Agreement. The Governors will give notice to the Developer, as far as reasonably practicable, of any time, period or occasion during the School Hours when the School does not require the use of such Core Area.

5. GOVERNORS' CONTROL

5.1 The Governors will not seek to recover control of any part of the Core Area from the Developer outside of the School Hours except as set out in clause 5.2 and 5.3.

5.2 Where the Core Area is required by the School during Community Hours the Governors must book the use of the Core Area in advance in accordance with any arrangements put in place by the Developer pursuant to clause 7.1. For the avoidance of doubt, the School does not have priority to use the Core Area outside of School Hours in the event that there are pre-existing bookings.

5.3 The Governors may give notice to the Developer that the Core Area are temporarily unavailable and will revert to be controlled by the Governors in the following instances;

5.3.1 where the Core Area are in the Governors' reasonable opinion unsafe; and/or

5.3.2 where there are emergency circumstances which require the use by the School of the Core Area.

6. TERM TIMES/DATES

The Governors and the Council shall notify the Developer at the earliest opportunity after their determination of Term Time dates and of any proposals for changes in the School Hours.

7. MANAGEMENT AND MAINTENANCE OF CORE AREA

7.1 The Developer shall be responsible for coordinating and taking bookings for the Community Use of the Core Area during Community Hours and shall be entitled to **[percentage to be agreed]** revenue it receives from such Community Use.

7.2 The Developer and the Governors shall each be responsible for **[percentage to be agreed]** of the Maintenance Costs, save where the Operational Management Committee makes an adjustment pursuant to clause 8.3.

7.3 The Governors and the Developer shall make arrangements for the Core Area to be opened and locked, where such opening and/or locking is possible, before and after each period of School Use or Community Use as appropriate

8. **LIABILITY**

8.1 The Governors agree to take responsibility for the Core Area and its use during **[period(s) to be agreed]** and shall use reasonable endeavours to prevent any harm or damage to the Core Area during its control

8.2 The Developer agrees to take responsibility for the Core Area and its use during **[period(s) to be agreed]** and shall use reasonable endeavours to prevent any harm or damage to the Core Area during its control.

8.3 In the event that any damage (other than reasonable wear and tear) occurs to the Core Area which is directly attributable to the control, or failure of control, of the Core Area by the Developer or the Governors pursuant to clause 8.1 or 8.2 (as applicable), the Operational Management Committee shall determine the extent to which there should be an adjustment to the apportionment of any Maintenance Costs pursuant to clause 7.2

8.4 The Developer shall not be held responsible for any negligence or wilful misconduct of the Governors or the Council or their employees or agents acting within the scope of their authority.

9. **INSURANCE**

9.1 The Developer shall maintain public liability insurance in respect of the Community Use of the Core Area in the sum of five million pounds per claim and shall pay all premiums or other costs arising in the provision of such insurance and ensure that the policy (or certified copy thereof) is produced to the Governors if requested on reasonable notice.

10. **MANAGEMENT COMMITTEES**

10.1 Within 1 month of the date of this Agreement the Governors and the Developer shall establish:

10.1.1 a Strategic Management Committee (consisting of one representative each from the Governors and the senior School staff and two representatives from the Developer) to oversee the implementation of this Agreement and to act as a forum for liaison between the parties to this Agreement.

10.1.2 an Operational Management Committee (consisting of one representative each from the School PE staff and the School site staff and two representatives from the Developer) to carry out the operational elements of this Agreement and the Schedules.

10.2 The Operational Management Committee's remit and responsibilities shall include:

10.2.1 the appointment of a contractor or contractors to carry out the Core Area Maintenance (including obtaining at least three separate quotes and voting on the preferred contractor);

10.2.2 the management of any contractors appointed pursuant to clause 11.2.1; and

10.2.3 the calculation, apportionment and collection of the Maintenance Costs

11. **WORKS**

Material capital projects involving construction or improvement to the Core Area may only be carried out with the prior written agreement of all of the parties to this Agreement.

12. **NUISANCE**

12.1 The parties shall not authorise the use of the Core Area for any Prohibited Activities and shall use reasonable endeavours to prevent the unauthorised use of the Core Area for such Prohibited Activities:

12.1.1 in the case of the Governors during *[period(s) to be agreed]*; and

12.1.2 in the case of the Developer, during *[period(s) to be agreed]*.

12.2 The Developer shall use reasonable endeavours to comply promptly with any written requests reasonably made from time to time by the Governors regarding activities at the Core Area which in the reasonable opinion of the Governors are a material nuisance or annoyance to the School or contrary to the spiritual or moral values which the School seeks or is required to teach.

13. **AVAILABILITY**

The Core Area shall be made available to the community according to the aims and objectives set out in Schedule 3.

14. **DIRECTIONS**

The Developer and the Governors shall use reasonable endeavours to comply with any reasonable Directions issued by the Council.

15. **NOTICES**

15.1 A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the address or DX number or to the fax number given in this Agreement or as otherwise notified in writing to each other party.

Party	Addressed to	Address	Fax Number	DX
Council				
Developer				
Governors				

15.2 Notices sent by post shall be deemed to be delivered two working days after posting (unless sent by special delivery), faxes shall be deemed delivered on transmission, and notices sent by DX shall be deemed delivered on the second business day after posting.

15.3 A notice given under this Agreement is not valid if sent by e-mail.

16. **AUTHORITY**

16.1 The Governing Body and the Developer warrant that they respectively have the full right and authority to enter into this Agreement

16.2 The execution and terms of this Agreement have been approved by the necessary meetings of the Governing Body and the Developer and certified copies of the minutes of such meetings will be supplied to the other if requested.

17. **VARIATIONS**

17.1 This Agreement may only be varied in writing by a document executed by all three parties.

17.2 The Conditions of Use may only be varied in writing by mutual agreement between the Governors and the Developer (or their authorised representatives) and the Council.

18. **NO AGENCY**

Nothing in this Agreement is intended to or shall be construed as creating a partnership, a joint venture, a contract of employment or a relationship of principal and agent between the parties hereto.

19. **SEVERABILITY**

If any term condition or provision contained in this Agreement shall be held to be invalid unlawful or unenforceable to any extent such term condition or provision shall (save where it goes to the root of this Agreement) not affect the validity legality or enforceability of the remaining parts of this Agreement.

20. **WAIVER**

No term or provision of this Agreement shall be considered as waived by any party to this Agreement unless a waiver is given in writing by that party.

20.1 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales

22. **DISPUTES**

22.1 If any dispute arises between the Governors and the Developer in connection with this Agreement or if the Operational Management Committee cannot reach agreement on any matter, the Strategic Management Committee shall within 14 days of a written request from one party to the other meet in a good faith effort to resolve the dispute.

22.2 If the dispute is not resolved at the meeting as provided for in clause 22.1, either party may refer the matter to the Expert pursuant to the provisions of clause 23.

23. **EXPERT DETERMINATION**

23.1 Further to clause 22.2, the parties shall agree on the appointment of an independent Expert and shall agree with the Expert the terms of his appointment.

23.2 An Expert is a person appointed in accordance with this clause 23 to resolve a dispute under this Agreement.

23.3 The Expert is required to prepare a written decision and give notice (including a copy) of the decision to the parties within a maximum of sixty days of the matter being referred to the Expert.

23.4 All matters under this clause must be conducted, and the Expert's decision shall be written, in the English language.

- 23.5 The parties are entitled to make submissions to the Expert including oral submissions and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 23.6 To the extent not provided for by this clause, the Expert may in his reasonable discretion determine such other procedures to assist with the conduct of the determination as he considers just or appropriate, including (to the extent he considers necessary) instructing professional advisers to assist him in reaching his determination.
- 23.7 Each party shall with reasonable promptness supply each other with all information and give each other access to all documentation and personnel and/or things as the other party may reasonably require to make a submission under this clause.
- 23.8 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the dispute which may include any issue involving the interpretation of any provision of this Agreement, his jurisdiction to determine the matters and issues referred to him and/or his terms of reference. The Expert's written decision on the matters referred to him shall be final and binding on the parties in the absence of manifest error or fraud.
- 23.9 The Expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the parties equally or in such other proportions as the Expert shall direct.
- 23.10 All matters concerning the process and result of the determination by the Expert shall be kept confidential among the parties and the Expert.
- 23.11 Each party shall act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching his determination.

This document has been executed as an Agreement and takes effect on the date stated at the beginning of it.

[SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL] acting by [NAME OF COUNCIL OFFICIAL], a [director], in the presence of:
.....
[SIGNATURE OF WITNESS] [SIGNATURE OF DIRECTOR]
[NAME OF WITNESS [IN BLOCK CAPITALS]] Director
[ADDRESS OF WITNESS]
[OCCUPATION OF WITNESS]

[GOVERNING BODY OF SCHOOL] acting by [NAME OF GOVERNOR], a Governor, in the presence of:
.....
[SIGNATURE OF WITNESS] [SIGNATURE OF GOVERNOR]
[NAME OF WITNESS [IN BLOCK CAPITALS]] Director
[ADDRESS OF WITNESS]
[OCCUPATION OF WITNESS]

[DEVELOPER] acting by [NAME OF DIRECTOR], a director, in the presence of:
.....
[SIGNATURE OF WITNESS] [SIGNATURE OF DIRECTOR]
[NAME OF WITNESS [IN BLOCK CAPITALS]] Director
[ADDRESS OF WITNESS]
[OCCUPATION OF WITNESS]

SCHEDULE 1- CORE AREA



SCHEDULE 2

PART 1

SCHOOL HOURS

Weekdays 08:00h to 18:00h during Term Time

PART 2

COMMUNITY HOURS

Weekdays (during Term Time) 18:00h to 21:00h

Weekdays during School Holidays 08:00h 21:00h

Weekends and public holidays 09:00h to 21:00h

SCHEDULE 3 COMMUNITY USE

The parties agree to support the use of the Core Area in order to pursue the following aims and objectives:

1. SCHOOL USE

- 1.1 Maximising the use of the Core Area by the School in Term Time and School Holidays.
- 1.2 Increasing and improving the quality of sporting opportunities for the pupils of the School.
- 1.3 Extending the curricular and extra curricular sporting opportunities at the School by the implementation of a multi-sport club / skills approach and the development of a lifelong involvement in sport and physical activity.

2. COMMUNITY USE

- 2.1 Prioritising sporting activities during the Community Hours.
- 2.2 Providing additional opportunities for local people and sports organisations to participate in sport and to develop their skills, particularly among low participant groups.
- 2.3 Establishing the School as a centre for community sports and for raising the standards of performance of play in South Gloucestershire.
- 2.4 Furthering the appreciation and enjoyment of sport and leisure within the community.
- 2.5 Assisting in the development of community sports clubs with priority allocation based on the following key criteria:
 - 2.5.1 Affiliation to a licensed sports governing body
 - 2.5.2 Junior clubs or senior clubs with junior sections
 - 2.5.3 Provision of coaching opportunities open to the wider community
 - 2.5.4 Supervision by appropriately qualified coaches
 - 2.5.5 Adherence to the terms and conditions for hire
 - 2.5.6 Actively support the Community Sports Association

SCHEDULE 4 CONDITIONS OF USE

1. Child Protection

Arrangements are in place in regard to safeguarding children and child protection. The Governors and Developer shall each operate separate child protection policies and procedures for this purpose

2. Health and Safety

Arrangements are in place in regard to health and safety. The Governors and Developer shall operate according to a shared policy with clearly identified responsibilities for this purpose.

Appendix 9 -LETTER OF RELEASE

TO BE TYPED ON THE COUNCIL'S HEADED NOTEPAPER

Dear Sir

We acknowledge receipt of your letter of [] stating that the planning obligations imposed upon the Developer in the Deed made pursuant to s106 of the Town and Country Planning Act 1990 dated [] and made between [] which are specified in the Schedule below have been fulfilled.

Schedule

[specify released obligations]

Having considered the evidence you have submitted we agree that the planning obligations referred to in the Schedule above have been fulfilled and hereby release the Developer and the Land from any further liability in respect of those planning obligations.

Yours faithfully

For and on behalf of the Council being duly authorised to do so