

## SCHEDULE [ ]

### Community Facilities

#### Definitions:

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause **Error! Reference source not found.** of this deed:

**“Community Facility Management Scheme”** means a detailed scheme for the Council’s approval to demonstrate in perpetuity compliance with Local Plan policy IMP4 in respect of the ownership, management, maintenance and community use of the Nature Park, the Sports Facilities and the Managed Estate Areas and which shall (without limitation) comprise the following information:

- **Community Steward** – a suitability statement setting out the identity, function and overall responsibilities of the proposed ‘Steward’ body (which may include an existing or newly incorporated company and managing agent) with a full explanation as to why that body is considered to be fit for purpose against the criteria of Local Plan policy IMP4
- **Ownership Scheme** – details of the freehold/leasehold/licensing arrangements for each of the Nature Park, Sports Facilities and Managed Estate Areas to secure their management, maintenance, and operational/community use in perpetuity
- **Nature Park Management Scheme**

comprising the following information:

- **Nature Park Specification** – [ cross reference to LEMP as appropriate]
- **Nature Park Maintenance Specification** - based upon the draft specification set out at Appendix [ ]
- **Nature Park Operator Appointment Plan** - based upon the draft proposals set out at Appendix [ ]
- **Nature Park Endowment** – details of the final proposed endowment sum which shall be equivalent to [10 years in line with re IMP4 ] and how that is to be held and ring-fenced by the Operator to secure its

expenditure for the purposes of managing and maintaining the Nature Park

○ **Sports Facilities Management Scheme**

Comprising the following information:

- **Sports Facilities Specification** – [full details of pitch and pavilion specification]
- **Sports Facilities Maintenance Specification** - based upon the draft specification set out at Appendix [ ])
- **Sports Facilities Operator Appointment Plan** - based upon the draft proposals set out at Appendix [ ])
- **Sports Facilities Endowment** – details of the endowment sum which shall be equivalent to [10 years etc re IMP4 ] and how that is to be held and ring-fenced by the Operator to secure its expenditure for the purposes of managing and maintaining the Sports Facilities
- **Community Use Statement** – proposals to secure the wider community use of the Sports Facilities (beyond any home club(s)) and including the proposed final form of community use agreement to formalise those arrangements (based upon the draft at Appendix [ ]), and which shall also adopt Sport England’s prevailing guidance on community/shared use at the time of submission to the Council

○ **Estate Management Scheme**

Comprising the following information:

- **Plan of the Managed Estate Areas** – as shown indicatively on the plan at Appendix [ ])
- **Specification for the Managed Estate Areas** - full details of the delivery and maintenance specification for the Managed Estate Areas (based upon the [reference to ABC’s own schedule])
- **Estate Management Body** – details of the identity, structure, function and operational management responsibilities of the relevant body

(which may include an existing or newly incorporated company and managing agent) with a full explanation as to why that body is considered to be fit for purpose

- **Residential Service Charge Regime** – details of how the service charge will be calculated and levied in perpetuity from residents of the Dwellings (including recovery in the event of default) and setting out proposals for how service charge will be used to fund periodic replacement of estate infrastructure

**Provided Always** that the above information shall not be exhaustive of the information to be provided by the Owner in the event that the Council (acting reasonably) subjects its approval of this Community Facility Management Scheme (including any part of it) to the submission of further/alternative particulars and/or proposals in order to satisfy the Council (acting reasonably) that the said scheme is sufficient to meet the requirements of Local Plan policy IMP4

**“Certificate of Final Completion”** means a certificate issued by the Council following the end of the Maintenance Period to the effect that the Managed Estate Areas (or relevant part thereof) have been completed in all material respects in accordance with the relevant Managed Estate Areas Scheme and any material defects notified to the Owner by the Council in writing since the issue of a Certificate of Practical Completion have been made good

**“Certificate of Practical Completion”** means a certificate of practical completion issued by the Council to the effect that the relevant works have been completed in all material respects in accordance with the relevant Managed Estate Areas Scheme

**“Maintenance Period”** means a period of not less than 12 months from the date on which the relevant Managed Estate Areas are the subject of a Certificate of Practical Completion

**“Managed Estate Areas”** means the parts of the Site shown [redacted] on the plan at Appendix [redacted] indicating the areas and infrastructure forming part of the Development the management and maintenance of which is to be funded in perpetuity by way of a residents service charge regime in accordance with the details approved by the Council as part of the Community Facility Management Scheme

**“Managed Estate Areas Scheme”** means a scheme detailing all of the Managed Estate Areas within the relevant Phase

**“Nature Park Land”** means the part of the Site shown [ ] on the plan at Appendix [ ]

**“Nature Park Endowment Sum”** means a sum of not less than £[ ] to be index adjusted from the date of this deed to the date of transfer to the Nature Park Operator AND which sum shall represent a commuted sum equivalent to [10 years in line with IMP4]

**“Nature Park Operator”** means the body approved by the Council to manage and operate the Nature Park in accordance with the details approved by the Council as part of the Community Facility Management Scheme

**“Nature Park Specification”** means the detailed specification for the laying out of the Nature Park Land including the neighbourhood equipped area of play therein

**“Phase 1”** means the part of the Development shown [ ] on the plan at Appendix [ ]

**“Public Access Agreement”** means a covenant in the Transfer deed between the Owner and the Management Body so that when those parts of the Development comprising the Managed Estate Areas are Transferred to the Estate Management Body the relevant transferee will allow unrestricted access to the public of the same subject to such reasonable rules and regulations enacted by the Estate Management Body which affect all users and any necessary temporary limitation(s) of access to the Managed Estate Areas associated with their proper maintenance, repair or replacement

**“Sports Facilities”** means the sports facilities comprising the sports pitches (3.33ha grass pitches), pavilion (meeting Football Association/Governing body compliance for changing facilities) and associated car park the location of which is shown indicatively on the plan at Appendix [ ]

**“Sports Facilities Endowment Sum”** means a sum of not less than £[ ] to be index adjusted from the date of this deed to the date of transfer to the Sports Facilities Operator AND which sum shall represent a commuted sum equivalent to [10 years in line with IMP4]

**“Sports Facilities Operator”** means the body approved by the Council to manage and operate the Sports Facilities in accordance with the details approved by the Council as part of the Community Facility Management Scheme

**“Sports Facilities Specification”** means the detailed specification for the Sports Facilities [ ]

“Transfer” means [ ]

Unless otherwise agreed between the Owner and the Council in writing the Owner covenants with the Council as follows:

## 1. Community Facility Management Scheme

- 1.1. To submit the Community Facility Management Scheme to the Council prior to Commencement AND not to Commence the Development until the Council has approved in writing the Community Facility Management Scheme

## 2. Nature Park

- 2.1. Not to [Commence the Development] until the Council has approved in writing the Nature Park Specification
- 2.2. To lay out the Nature Park Land in accordance with the approved Nature Park Specification so that it is ready for use prior to the Occupation of more than [ 50 ] Dwellings in Phase 1 AND not to Occupy or allow the Occupation of more than [ 50 ] Dwellings in Phase 1 until the Nature Park Land has been laid out in accordance with the approved Nature Park Specification and is ready for use
- 2.3. Not to Occupy or allow the Occupation of any Dwelling until the Owner has:
  - 2.3.1. appointed the Nature Park Operator;
  - 2.3.2. transferred to the Nature Park Operator the Nature Park Endowment Sum both in accordance with the details approved by the Council as part of the Community Management Scheme  
AND
  - 2.3.3. evidence of such appointment and transfer has been provided to and approved by the Council in writing

2.4. [ ]

### 3. Sports Facilities

3.1. Not to [Commence the Development] until the Council has provided to the Owner its approval in writing to the Sports Facilities Specification

3.2. To deliver the Sports Facilities in accordance with the approved Sports Facilities Specification so that they are ready for use prior to the Occupation of more than [ 50 ] Dwellings in Phase 1 AND not to Occupy or allow the Occupation of more than [ 50 ] Dwellings in Phase 1 until the Sports Facilities have been delivered in accordance with the approved Sports Facilities Specification and are ready for use

3.3. Not to Occupy or allow the Occupation of any Dwelling until the Owner has:

3.3.1. appointed the Sports Facilities Operator;

3.3.2. transferred to the Sports Facilities Operator the Sports Facilities Endowment Sum

both in accordance with the details approved by the Council as part of the Community Management Scheme

AND

3.3.3. evidence of such appointment and transfer has been provided to and approved by the Council in writing

3.4. [ ]

### 4. Managed Estate Areas

4.1. Prior to the Commencement of any Phase of the Development which includes Managed Estate Areas (or any part thereof) to submit to the Council for approval in writing the Managed Estate Areas Scheme for that Phase and not Commence the Phase until the Managed Estate Areas Scheme has been approved in writing by the Council and thereafter to lay out the relevant part of the Managed Estate Areas in accordance with the approved Managed Estate Areas Scheme

- 4.2. In respect of any Phase in which Managed Estate Areas are to be provided to complete the laying out of the relevant Managed Estate Areas in accordance with the details approved pursuant to paragraph 4.1 of this Schedule prior to the Occupation of more than [75%] of the Dwellings in that Phase (or such other percentage or number of Dwellings as may be agreed in writing by the Council)
- 4.3. Following the completion of any Managed Estate Areas which are the subject of an approved Managed Estate Areas Scheme:
- 4.3.1.1. to serve notice on the Council inviting the Council to inspect the relevant Managed Estate Areas and to issue a Certificate of Practical Completion;
  - 4.3.1.2. to complete any remedial works reasonably required by the Council and notified to the Owner in writing; and
  - 4.3.1.3. upon the completion of any remedial works to invite the Council to re-inspect the relevant Managed Estate Areas and issue a Certificate of Practical Completion.
- 4.3.2. To maintain the Managed Estate Areas to the reasonable satisfaction of the Council throughout the relevant Maintenance Period.
- 4.3.3. On the expiration of the relevant Maintenance Period in respect of the Managed Estate Areas:
- 4.3.3.1. To serve notice on the Council inviting the Council to inspect the relevant Managed Estate Areas and issue a Certificate of Final Completion;
  - 4.3.3.2. To complete any remedial works reasonably required by the Council following its inspection and notified to the Owner in writing; and
  - 4.3.3.3. Upon the completion of any remedial works to invite the Council to re-inspect the relevant Managed Estate Areas and issue the Certificate of Final Completion.
- 4.3.4. If the Council fails to inspect the relevant Managed Estate Areas within 20 Working Days of receipt of a notice from the Owner pursuant to paragraphs 4.3.1.1 or 4.3.3.1 of this Schedule or fails to issue a Certificate of Practical Completion or Certificate of Final Completion as the case may be within 20

Working Days of the inspection where no remedial works have been identified then the Certificate of Practical Completion or Certificate of Final Completion as the case may be shall be deemed to have been issued at the end of those specified periods

4.3.5. The inspection procedure identified in paragraphs 4.3.1 and 4.3.3 of this Schedule shall be repeated until such time as the Council issues or is deemed to have issued a Certificate of Practical Completion or Certificate of Final Completion as the case may be in relation to the relevant Managed Estate Areas

4.3.6. Following the issue of the Certificate of Final Completion for those parts of the Managed Estate Areas to which the Certificate of Final Completion relates to transfer the land to which that certificate relates to the Estate Management Body

4.4. The Owner shall manage and maintain or procure the management and maintenance of the Managed Estate Areas in accordance with the approved Estate Management Scheme for the life of the Development

4.5. No Transfer of the Managed Estate Areas shall take place until the Estate Management Scheme has been submitted to and approved in writing by the Council

4.6. Any Transfer of the Managed Estate Areas to the Estate Management Body shall include a Public Access Agreement