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**Archived:** 17 February 2025 11:51:32

**From:** [REDACTED]

**Sent:** 10 February 2025 17:00:04

**To:** [Ben Hunter](#)

**Subject:** Chilmington Green

**Importance:** Normal

**Sensitivity:** None

---

Hi Ben,

In your POE, 2.5, you state “However, following discussions with the Appellant, it is clearly evident that The Melton Mix is not what is actually being delivered, because the densities required on site cannot be delivered through this approach.”

Can you please share with me how you reached this conclusion, i.e. the evidence you saw? In particular, can you please point me to the details/evidence in the papers submitted to the inquiry, including POE, where I can find the evidence so I too can consider it.

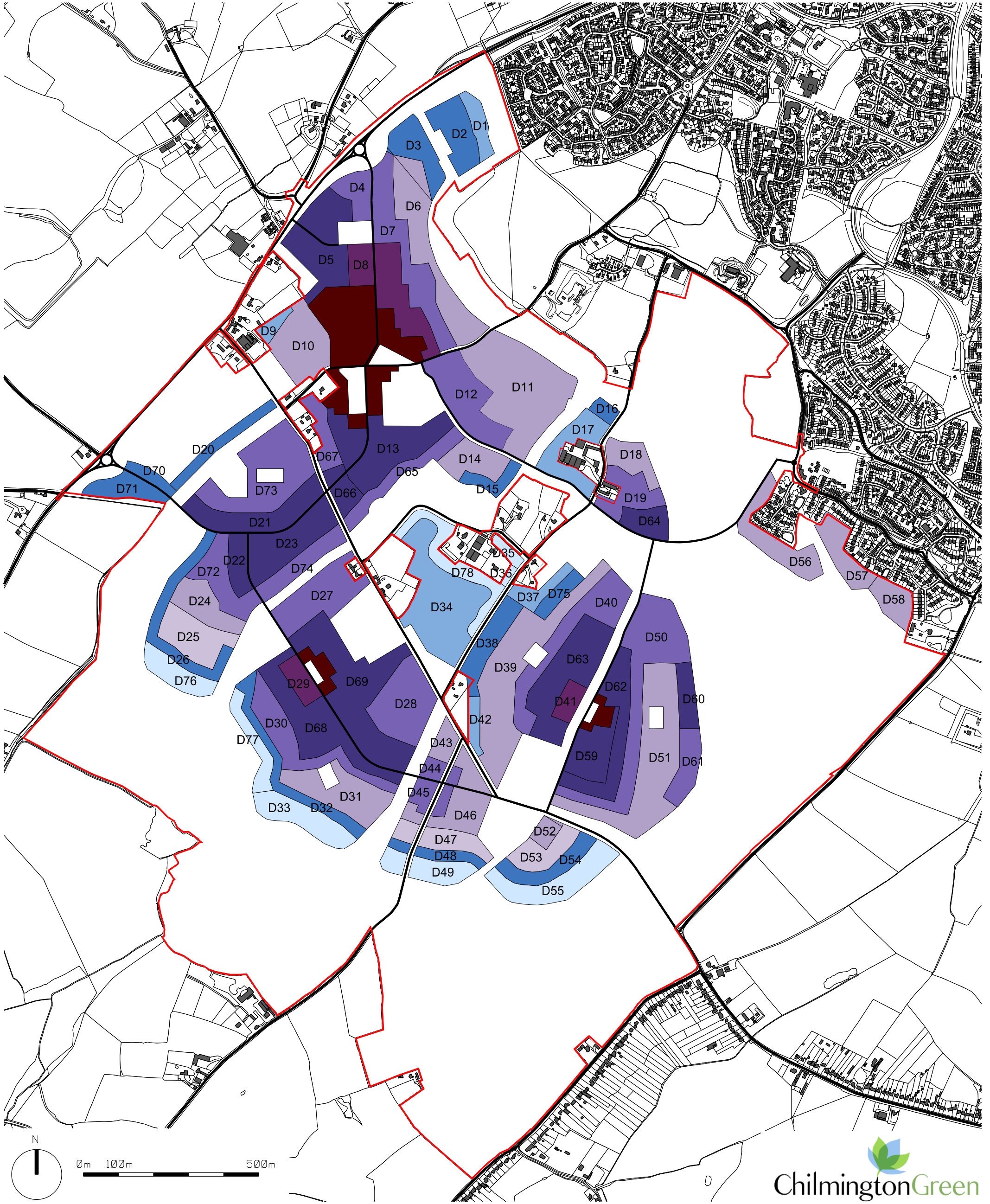
Many thanks.

Regards

**David Adams | Assistant Director Education (South Kent) | Kent County Council | Kroner House, Eurogate Business Park, Ashford, Kent, TN24 8XU | Telephone: 03000 414989 | [www.kent.gov.uk](http://www.kent.gov.uk)**

Business Support Officer: Laura Murphy – [REDACTED]



















NOTES

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UNLESS THE DENSITY IS SPECIFICALLY STATED THE APPROVED DENSITIES ARE AS FOLLOWS

 Site boundary	 57-66 d/Ha (62d/Ha average)
 10 d/Ha or less	 Mixed Use (29.6 d/Ha average)
 15 d/Ha or less	<i>CH - Chilmington High Street</i>
 16-25 d/Ha (21d/Ha average)	<i>OV - Orchard Village Neighbourhood Centre</i>
 21-30 d/Ha (25d/Ha average)	<i>CB - Chilmington Brook Neighbourhood Centre</i>
 31-40 d/Ha (35d/Ha average)	 D1 13 Units (maximum)
 36-45 d/Ha (40d/Ha average)	 D2 41 Units (maximum)
 41-50 d/Ha (45d/Ha average)	 D3 37 Units (maximum)
	 D4 48 Units (maximum)

Note: refer to Development Specification for Residential Density Calculations Schedule

Client

Chilmington  
Green Consortium

23-25 Great Sutton Street, London, EC1V 0DN T: +44 (0)20 7017 1780 F: +44 (0)20 7017 1781 W: www.jtp.co.uk

Project

Chilmington Green, Ashford  
OPA03R4: Residential Density  
Plan

JOHN THOMPSON & PARTNERS

Job Ref. 00122 PLH.CG ECC	Drawn ECC	Checked By CSM
Scale @A3 1:10,000	Date 18/08/2017	Revision P4
Drawing No. 00122_OPA_03R4		





## National School Delivery Cost Benchmarking Primary, Secondary & SEN Schools

A national cost benchmarking study undertaken by  
Hampshire County Council in conjunction with  
East Riding of Yorkshire Council and the  
Department for Education

Supported By



Infrastructure  
and Projects  
Authority

November 2023

Version 18

Oakmoor Secondary School, Hampshire County Council



**EBDOG**

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This publication is split into five distinct sections, namely; report context, primary schools, secondary schools, SEN schools and further information. These sections are shown below along with their key outputs.

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Wyton Primary School, Cambridgeshire County Council

**1135** projects submitted

This document publishes the results of a national cost benchmarking exercise undertaken by Hampshire County Council in partnership with East Riding of Yorkshire Council on new build, extended and refurbished primary, secondary and SEND schools.

This report provides a reference point for Local Authorities to understand the capital cost of school building projects. This benchmarking exercise and report provides valuable insight and data for The Local Government Association (LGA) and Local Authorities as they continue to work to ensure they deliver value for money school projects and to work hard with the construction industry to design cost effective solutions and drive down the costs for the delivery of new and refurbished schools. This work is particularly important at the current time as we see rising inflation across the industry.

The key findings contained within the report have been shared with the Infrastructure and Projects Authority (IPA) which is part of the Cabinet Office, and Department for Education (DfE). This report is the tenth publication produced for the public sector and is a valuable tool to understand the total costs associated with providing new school places across the country.

This study has been undertaken with funding from the LGA and has been conducted in conjunction with the following organisations:

- ◆ Education Building and Development Officers Group (EBDOG).
- ◆ National Association of Construction Frameworks (NACF).

The project sample used in this report comprises 1135 projects from across England, consisting of Local Authority and Department for Education projects:

- ◆ 750 primary school projects
- ◆ 260 secondary school projects
- ◆ 21 All-Through school projects
- ◆ 104 SEN school projects

A further 49 projects were submitted but not used due to poor or inconsistent data

### Common Standard

A common standard of cost analysis has been used to capture cost data, ensuring a high level of consistency across the sample, while including detailed cost and background information on each project – allowing the costs to be fully understood on an individual project basis. The data has then been collated at a common price base, in order to compare projects with each other on level terms.

The following criteria were used to select projects for this study:

- Primary, secondary or SEN school projects.
- Permanent new build, extended or refurbished school projects.
- School building contract formed since 2012.

### Zero Carbon

The DfE is committed to positively responding to the challenge of Climate Change supporting the UK target of reducing carbon emissions to net zero by 2050, improving the natural environment and ensuring that all centrally delivered new build projects are as sustainable as possible including meeting net zero carbon in operation at handover. Since November 2021 the department has ensured contractors adopt a sustainable approach to construction; delivering cost-effective and resource-efficient buildings that minimise the use of all resources and consider the whole life cycle embodied carbon of materials used. New build projects will have continual monitoring and benchmarking of energy and water consumption and first steps to zero-carbon for refurbished buildings will be a reduction in energy demand

The current data included in this report is not reflective of delivering school projects to a consistent carbon standard, with differences in carbon objectives between projects affecting their relative cost benchmarks. Specifically, the data set does not yet include any primary schools that meet the DfE's current S21 Output Specification, which requires net-zero carbon in operation. The costs of delivering net-zero carbon in operation have been modelled and tested on projects in the DfE's School Rebuilding Programme (SRP), indicating that this could add up to 15% to the total project costs. Differences in carbon specifications for school projects are expected to continue for some years yet, while differences remain between the statutory requirements of the Building Regulations, current and future editions of the DfE requirements and industry targets such as the RIBA Climate Challenge. Besides net-zero carbon in operation, the additional objective of lower embodied carbon in construction is also beginning to be explored by some school projects to varying degrees, adding further cost differences. It is anticipated that future benchmarking studies will require both carbon and cost data to be collected to improve the transparency and validity of such comparative cost analysis.

**452,000** **£7.17billion**  
**School Places** **Combined project capital value**



### Industry Summary

The BCIS Quarterly briefing from June 2023 advises;

Tender prices in 1st quarter 2023 rose by 1.5% compared with the previous quarter, and up by 4.9% on an annual basis. With material inflation calming and supply issues largely resolved annual growth in tender prices is set to ease over the next year into 2024 standing at 2.4%. The BCIS Material Cost Index continues to slow from a peak of 23.5% in 2nd quarter 2022 to 9.9% in 1st quarter 2023.

Current forecasts are indicating a further 3.1% increase in material costs in the year (2Q22-2Q23), with an average annual increase of 2.1% over the period 2023-2026. Labour rates continue to rise faster than wage awards and are expected to become the main driver of growth in overall project costs. The number of vacancies in the construction industry is dropping, however they are still 53.8% higher than Pre-Covid levels (4Q19). There has also been a growth in insolvencies in construction firms. According to the Insolvency Service there has been an increase of 23.2% in insolvencies in the year June 2022 - June 2023 to 17.8%. With construction firms accounting for 13.5% of all registered business in the UK it would indicate that the construction industry is disproportionately affected by insolvencies.

Current forecasts are indicating that tender prices will rise by 13% over the next five years (2023-2028).



The Austen Academy School, Hampshire County Council

We are grateful to all Local Authorities who have contributed projects to this study. In addition to data submitted directly from authorities, we are also grateful to have received a new sample from the Department for Education (DfE) of DfE capital programme schemes. The list below shows the areas covered by the study.

Amber Valley Borough Council	Kirklees Council	North Tyneside Metropolitan Borough Council	Sunderland City Council
Barnsley Metropolitan Borough Council	Lancashire County Council	Council	Surrey County Council
Bath & North East Somerset Council	Leeds City Council	North Yorkshire County Council	Swindon Borough Council
Birmingham City Council	Leicester City Council	Northampton Borough Council	Tameside Metropolitan Borough Council
Bolton Metropolitan Borough Council	Lewes District Council	Northamptonshire County Council	Taunton Deane
Bracknell Forest Council	Lincolnshire County Council	Northumberland County Council	Thanet District Council
Bradford Metropolitan District Council	Liverpool City Council	Northumberland County Council	Thurrock Council
Brighton and Hove Council	London Borough of Barking and Dagenham	Norwich City Council	Torbay Council
Bristol City Council	London Borough of Barnet	Nottingham City Council	Trafford Metropolitan Borough Council
Buckinghamshire County Council	London Borough of Bexley	Nottinghamshire County Council	Tunbridge Wells Borough Council
Bury Metropolitan Borough Council	London Borough of Brent	Oldham Metropolitan Borough Council	Wakefield Metropolitan District Council
Calderdale Metropolitan Borough Council	London Borough of Bromley	Oxfordshire County Council	Walsall
Cambridge City Council	London Borough of Camden	Peterborough City Council	Warrington Borough Council
Cambridgeshire County Council	London Borough of Croydon	Plymouth City Council	Warwickshire County Council
Central Bedfordshire Council	London Borough of Ealing	Portsmouth City Council	West Berkshire Council
Cheshire East Council (Unitary)	London Borough of Enfield	Reading Borough Council	West Sussex County Council
Cheshire West and Chester Council	London Borough of Greenwich	Redbridge	Wigan Metropolitan Borough Council
City of York Council	London Borough of Hammersmith & Fulham	Redcar and Cleveland Council	Wiltshire Council (Unitary)
Cornwall Council (Unitary)	London Borough of Harrow	Reigate and Banstead Borough Council	Wirral Council
Coventry City Council	London Borough of Havering	Rochdale Metropolitan Borough Council	Woking Borough Council
Cumbria County Council	London Borough of Hillingdon	Rochdale Metropolitan Borough Council	Wokingham Borough Council
Daventry District Council	London Borough of Hounslow	Rotherham Council	Wolverhampton City Council
Derby City Council	London Borough of Islington	Rotherham Metropolitan Borough Council	Worcestershire County Council
Derbyshire County Council	London Borough of Kensington and Chelsea	Council	Worthing Borough Council
Devon County Council	London Borough of Kingston upon Thames	Rutland County Council	
Doncaster Metropolitan Borough Council	London Borough of Lambeth	Salford City Council	
Dorset County Council	London Borough of Lewisham	Sandwell Metropolitan Borough Council	
Dover District Council	London Borough of Merton	Sedgemoor District Council	
Dudley Metropolitan Borough Council	London Borough of Newham	Sefton Metropolitan Borough Council	
Durham County Council	London Borough of Redbridge	Sheffield City Council	
East Riding of Yorkshire Council	London Borough of Richmond upon Thames	Shropshire Council (Unitary)	
East Sussex County Council	London Borough of Southwark	Slough Borough Council	
Elmbridge Borough Council	London Borough of Sutton	Somerset County Council	
Epsom and Ewell Borough Council	London Borough of Tower Hamlets	South Gloucestershire Council	
Erewash Borough Council	London Borough of Waltham Forest	South Lakeland District Council	
Essex County Council	London Borough of Wandsworth	South Somerset District Council	
Gateshead Metropolitan Borough Council	London Borough of Westminster	South Tyneside Council	
Gloucester City Council	London Borough of Windsor and Maidenhead	Southampton City Council	
Gloucestershire County Council	Luton Borough Council	Spelthorne Borough Council	
Halton Borough Council	Manchester City Council	St Helens Metropolitan Borough Council	
Hampshire County Council	Medway Council	Stafford Borough Council	
Hartlepool Borough Council	Milton Keynes	Staffordshire County Council	
Hereford	Newcastle Upon Tyne	Stockport Metropolitan Borough Council	
Hertfordshire County Council	Norfolk County Council	Stockton-on-Tees Borough Council	
Isle of Wight Council	North East Lincolnshire Council	Stoke-on-Trent City Council	
Kent County Council	North Lincolnshire Council	Suffolk County Council	
Kingston upon Hull City Council	North Somerset Council		

**159** Local Authority Areas covered across England

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## Part Two Primary Schools



Civitas Academy, Reading Borough Council

The primary school sample consists of 750 projects which are split into three school categories as shown in the pie chart (right). This sample features projects from 2012 to 2022 with a total combined capital value of £2.78 billion, comprising:

- ◆ 136 New Development projects
- ◆ 558 Re-Build & Extension projects
- ◆ 56 Refurbishment projects

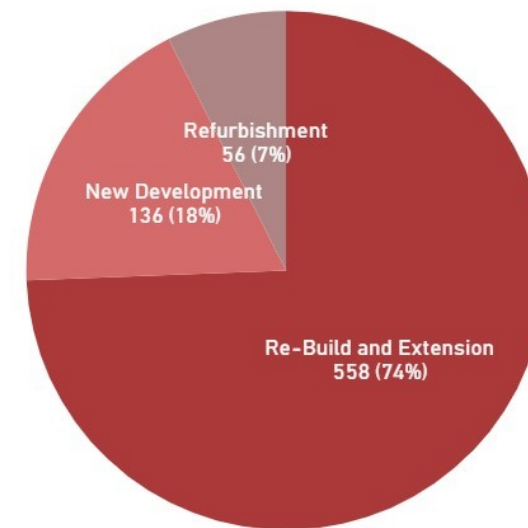
# 750

 primary schools

The majority of the primary school sample consists of Re-Build & Extension projects, continuing the trend that Local Authorities are expanding existing school sites to meet the increasing demand for pupil places. However, in the current report there were more New Development projects than Redevelopment projects, this may be due in part to Covid with limited work taking place in existing facilities. The increase in New Developments reflects the ongoing trend in the growth in new school places associated with major developments and reduced viability of providing new school places on existing sites.

The majority of schemes are procured via framework arrangements either at a national, regional or local level. It has not been possible to draw sufficient trends relating to the cost benefits of these different procurement routes due to the significant variations in the framework arrangements.

Project Categories



Procurement Route



# 195,000

new primary places

# £2.78 billion

capital value of primary school sample



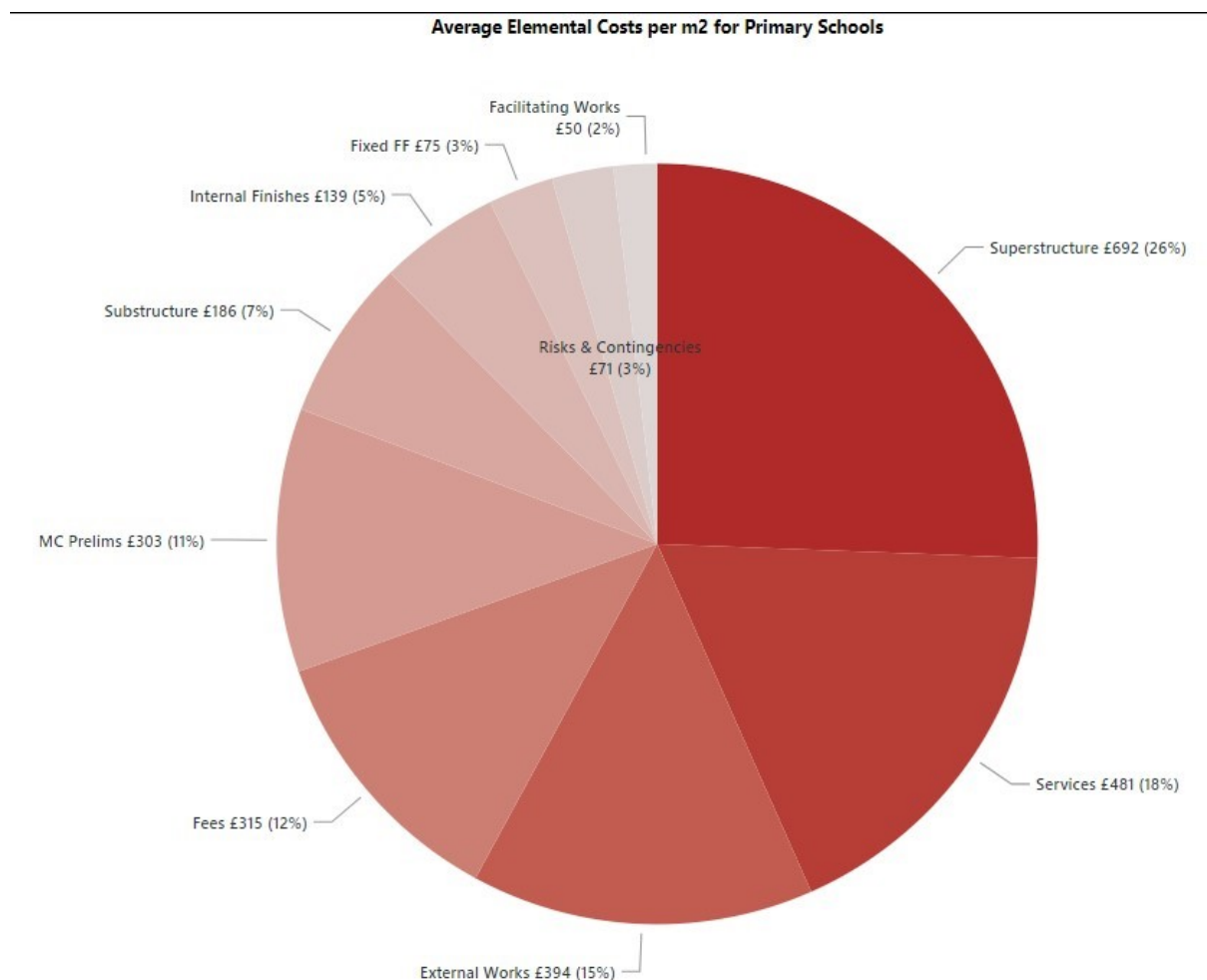
St Leonard's School. Devon County Council



### New Development Primary Schools

Gross and nett rates plus average elemental cost breakdown have been provided this year for new build developments. This provides a cost per m<sup>2</sup> of the main building elements and the percentage of the cost each element represents drawn from the entire whole sample.

### Average Elemental Costs per m<sup>2</sup> for Primary Schools



Re-Build & Extension projects are formed from a combination of new blocks, extensions to existing schools and re-build projects on the existing site. The sample used for comparing Local Authority with Department for Education (DfE) procured schemes has been restricted to projects with a GIFA of over 750m<sup>2</sup>.

Graph 2 (right) displays a cost trajectory for the DfE projects alongside those from Local Authorities (LA). The dotted line from 2019-2020 is an indicative trend line due to the low sample size. Although the sample size for LA delivered projects in 2020 is low, the data indicates that the drop in projects costs is in line with industry expectations. The BCIS All In TPI shows an average drop in tender prices of 0.5% year on year for 2020. The submitted data from LA indicate a 0.3% decline in tender prices in the year 2019-2020 aligning with the BCIS All In TPI. While the DfE data shows a sharp drop in 2020, the data set only includes one project from 2020.

The total sample size has continued to increase year on year with 10 years of data now available. The graph illustrates that gross costs differences between the DfE and Local Authority projects have been narrowing over time. The data shows that the average difference between the Local Authority school projects and the DfE delivered projects was approximately 31.5% between 2014-2016. By 2017 the difference had reduced and over the period 2017-2019 the LA delivered projects were on average 15.7% higher, down from 31.5%. The DfE sample size is relatively small for 2019 and only includes one project for 2020. Currently 2021 only includes a very small sample size for both LA and DfE projects and so, at this stage, this can only be provisional until next years report.

There are a number of factors influencing the lower costs of DfE projects including projects being generally larger, benefitting from economies of scale and batching into programmes of work.

Fig 2 shows an 18.6% increase in LA costs between 2018 and 2019, the current data is showing that costs are levelling out, with year on year increases of 3.6% and 2.0% for 2020 and 2021 respectively. However, the number of projects for 2020 and 2021 is low, and it is hoped that future data in the next annual report will better assess if this trend is confirmed.

Figure 2 (right) displays the average costs per year alongside the number of projects in each year banding.

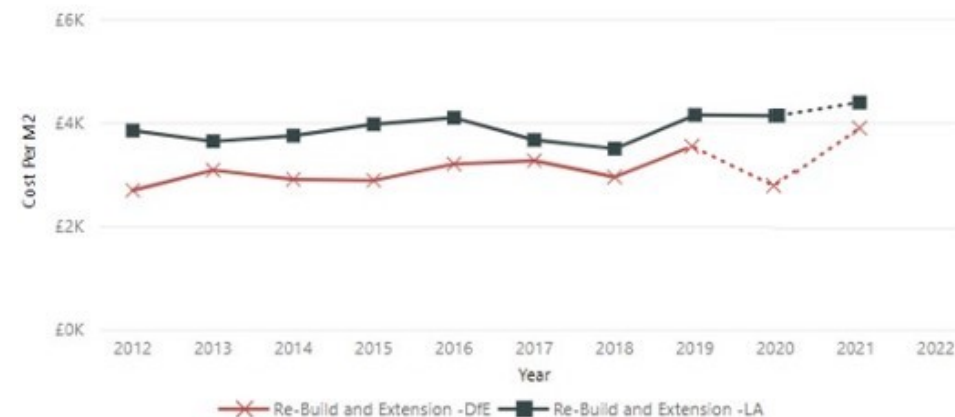
Graph 2 | Re-Build & Extension Gross Costs per m<sup>2</sup>

Figure 2| Gross Costs per m2 and Cost Per Pupil Place

Year	Re-build and Extension - LA Average GCIF	Re-Build and Extension - LA Count	Re-build and Extension - DfE Average GCIF	Re-Build and Extension - DfE Count
2012	£3,841	29	£2,687	2
2013	£3,635	67	£3,077	10
2014	£3,743	86	£2,898	33
2015	£3,963	77	£2,879	36
2016	£4,089	57	£3,195	26
2017	£3,660	48	£3,260	6
2018	£3,492	29	£2,943	12
2019	£4,142	20	£3,560	4
2020	£4,290	11	£2,817	1
2021	£4,376	2	£3,889	3

In summary, primary school gross costs as a whole sample up to 2020 have increased very little since 2013, by 9.8% after indexing. The level of confidence has increased in the figures after an increase in the sample size. There is a low data set for 2021 compared to other years. The data set for 2021 also includes a higher percentage of refurbishment projects which in turn brings down the average Gross Cost/£m<sup>2</sup>.

### New Development

Projects built on greenfield sites with 100% of the works being new build activity saw a steady reduction of 24.4% in gross costs from 2012 to 2017, although there was an anomaly of a spike in costs in 2016. The costs since 2018 have shown an increase of 28.0% to 2021, however overall since 2012 costs have reduced by 14.8%. The trend indicated is likely to be as a result of the adoption of more delivery through collaborative arrangements and adopting a more cost driven and standardised approach. Since 2018 the new build gross cost has risen which is considered to be consistent with the market conditions.

### Re-Build & Extension

Extensions to existing school buildings, new teaching blocks and re-built schools on existing sites from 2012 to 2021 have marginally increased in cost by 8.4%. There was a downward trajectory for cost up to 2018 of 11.6%, but the costs since 2018 have shown an increase of 22.6%.

### Refurbishment

Due to the varying nature of refurbishment projects it is difficult to benchmark the data and draw conclusive results from the cost trajectory. Since 2012 costs have shown an overall increase of 3.4%, with costs coming down by 9.6% since 2018. Due to each project being significantly different to the next and with a limited amount of data, there is a lower level of confidence in drawing conclusions from this data.

Figure 1 (right) displays the average costs per year alongside the number of projects in each year banding.

Graph 1 | Primary School Average Gross Costs per m<sup>2</sup>

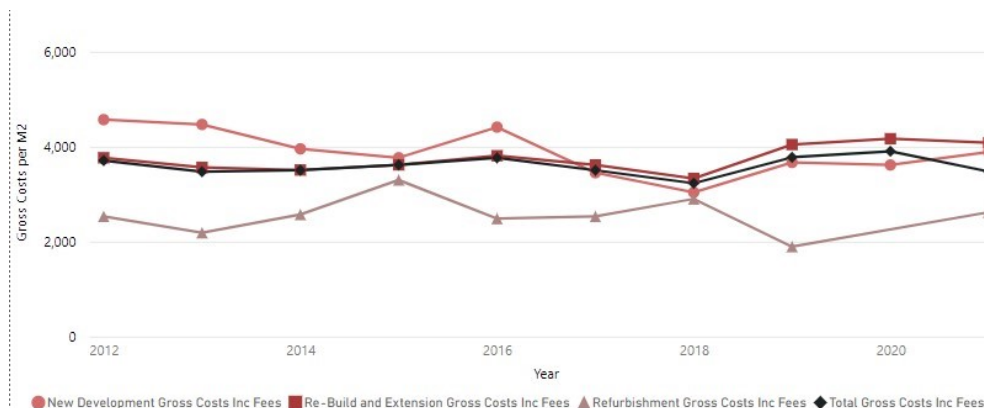


Figure 1 | Primary School Gross Costs per m<sup>2</sup>

Year	New Development Average GCIF	New Development Count	Re-Build and Extension Average GCIF	Re-Build and Extension Count	Refurbishment Average GCIF	Refurb Count	Total Average GCIF	Total Count
2012	£4,569	2	£3,766	31	£2,532	3	£3,708	36
2013	£4,468	6	£3,563	77	£2,186	10	£3,473	93
2014	£3,954	15	£3,509	119	£2,571	8	£3,503	142
2015	£3,768	20	£3,618	113	£3,298	9	£3,618	142
2016	£4,412	14	£3,809	83	£2,484	10	£3,764	107
2017	£3,452	25	£3,615	54	£2,530	5	£3,502	84
2018	£3,039	15	£3,331	41	£2,898	4	£3,229	60
2019	£3,668	25	£4,045	24	£1,894	2	£3,776	51
2020	£3,615	11	£4,009	11	NoData	NoData	£3,812	22
2021	£3,891	3	£4,084	5	£2,619	5	£3,476	13

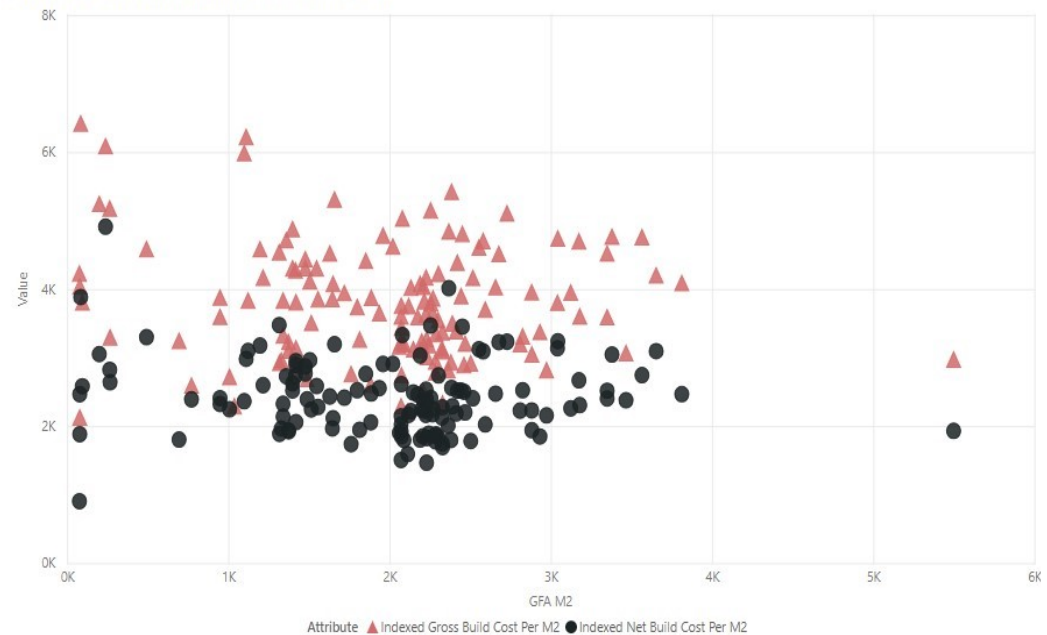
New Development projects are new schools built on greenfield sites, which include significant infrastructure and external work costs. There are 136 such projects in this study. Graph 3 (right) displays the gross and nett costs per m<sup>2</sup> for these projects. A detailed breakdown is shown on page 12.



Stoneham Park Primary Academy. Hampshire County Council

Graph 3 | New Development Gross & Nett Costs per m<sup>2</sup>

Graph 3 | New Development Gross and Nett costs per m2



**1,986m<sup>2</sup>**

average floor area

**5.75m<sup>2</sup>**

average GIFA per pupil place

**44wks**

average contract period

**£3,731**

average gross cost /m<sup>2</sup>

**£2,405**

average nett cost /m<sup>2</sup>

**£25,378**

average cost per pupil place

#### Key Definitions

##### New Development

Any project where 100% of the works being undertaken are new build and the site used is a greenfield site. Includes significant infrastructure and external works.

##### Location Factor

All costs have been normalised to a common UK average price level using regional location factors published by BCIS to accord with the UK Mean 100. Index taken at March 2023

##### Inflation

All costs have been updated to the Building Cost Information Service (BCIS) ALL-IN Tender Price Index (TPI) of 1<sup>st</sup> Quarter 2023 of 379. Index taken from March 2023 data forecasts. This adjusts costs for inflation. VAT is excluded throughout.

Further definitions of key terms and footnotes outlining how the data has been treated can be found on page 31.



A detailed breakdown of average costs by GIFA bands is shown in the table below.

Some key analysis from this data set is summarised below:

### Procurement

The study has demonstrated that the majority of New Development projects are procured via two stage open book tendering.

### Form of Construction

The majority of projects use a steel frame with a composite cladding system. A small number of schemes use modular forms of construction, which on average reduce contract periods by about 15.0% on a typical school build when compared to an equivalent sample of steel frame projects.

### Infrastructure

Due to the nature of these projects a significant investment in infrastructure and external works is evidenced throughout the sample. On average this infrastructure cost is 10% higher than seen throughout an equivalent sample of Re-Build & Extension projects where the existing site is used.

Figure 3 | New Development Average Cost Summary

GFA Band (groups)	Average of Indexed Gross Build Cost Per M2	Gross Cost 80th Percentile	Gross Cost 20th Percentile	Average of Indexed Net Build Cost Per M2	Nett Cost 80th Percentile	Nett Cost 20th Percentile	Average of Indexed Cost Per Pupil Place	Pupil Cost 80th Percentile	Pupil Cost 20th Percentile	Count
0 - 1500	£3,883	£4,636	£2,946	£2,526	£2,967	£2,001	£19,645	£29,229	£11,012	39
1500 - 3000	£3,608	£4,201	£3,023	£2,322	£2,579	£1,867	£28,485	£29,080	£15,426	83
Above 3000	£4,034	£4,713	£3,597	£2,570	£3,063	£2,287	£22,925	£25,942	£19,470	14
<b>Total</b>	<b>£3,731</b>	<b>£4,521</b>	<b>£3,046</b>	<b>£2,405</b>	<b>£2,879</b>	<b>£1,927</b>	<b>£25,378</b>	<b>£28,208</b>	<b>£14,825</b>	<b>136</b>

### Key Definitions

#### New Development

Any project where 100% of the works being undertaken are new build and the site used is a greenfield site. Includes significant infrastructure and external works.

#### Location Factor

All costs have been normalised to a common UK average price level using regional location factors published by BCIS to accord with the UK Mean 100. Index taken at March 2023

#### Inflation

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Further definitions of key terms and footnotes outlining how the data has been treated can be found on page 31.



Re-Build & Extension projects are formed from a combination of new blocks, extensions to existing schools and re-build projects on the existing site. In most cases there are elements of demolition and some projects include refurbishment work to existing buildings.

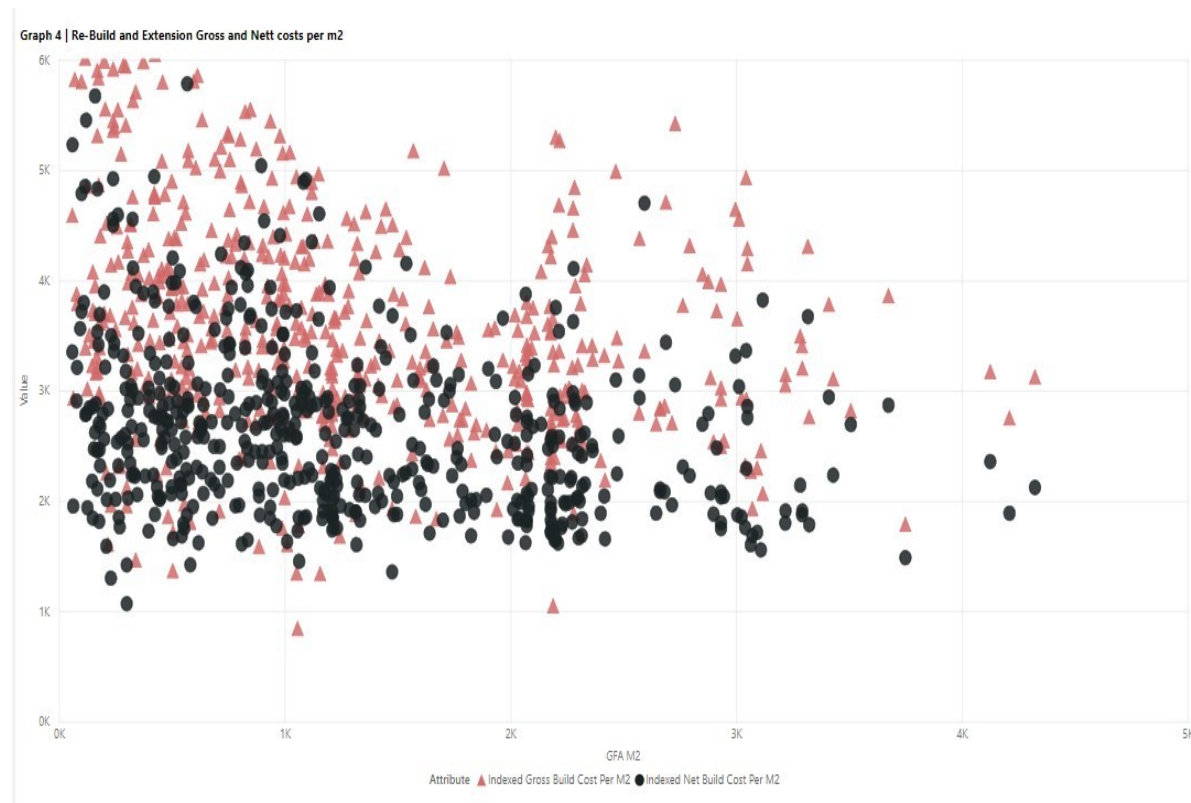
In total, 558 Re-Build & Extension projects were submitted to the study, Graph 4 (right) displays the gross and nett costs per m<sup>2</sup> for these projects. A detailed breakdown is shown on page 14.

The sample includes 133 DfE schemes submitted by the DfE, these projects include local authority contributions where applicable.



Whitehouse Primary School, Suffolk County Council

Graph 4 | Re-Build and Extension Gross and Nett costs per m<sup>2</sup>



1,297m<sup>2</sup>

average floor area

5.32m<sup>2</sup>

average GIFA per pupil place

20wks

average contract period

£3,633

average gross cost /m<sup>2</sup>

£2,775

average nett cost /m<sup>2</sup>

£20,946

average cost per pupil place

#### Key Definitions

##### Re-Build & Extension

Any project where over 50% of the works being undertaken are new build, where the site used is adjacent to or the same as the existing site. Including new build blocks, extensions to existing buildings and rebuilds which include elements of demolition.

##### Location Factor

All costs have been normalised to a common UK average price level using regional location factors published by BCIS to accord with the UK Mean 100. Index taken at March 2023

##### Inflation

All costs have been updated to the Building Cost Information Service (BCIS) ALL-IN Tender Price Index (TPI) of 1<sup>st</sup> Quarter 2023 of 379. Index taken from March 2023 data forecasts. This adjusts costs for inflation. VAT is excluded throughout.

Further definitions of key terms and footnotes outlining how the data has been treated can be found on page 31.

A detailed breakdown of average costs by GIFA bands is shown in the table below.

Some key analysis from this data set is summarised below.

### Procurement

The study demonstrates that the Re-Build & Extension projects are procured via a number of different methods which include single stage and two stage tendering.

### Form of Construction

The majority of projects use a steel frame with a composite cladding system. A small number of schemes use modular forms of construction, which on average reduce contract periods by 11.0% when compared to an equivalent sample of steel frame projects.

### Infrastructure

Due to the nature of Re-Build & Extension projects, where the existing site is maintained, the costs associated with infrastructure are low, representing 15.0% of the total project cost on average across the sample.

Figure 4 | Re-Build and Extension Average Cost Summary

GFA Band (groups)	Average of Indexed Gross Build Cost Per M2	Gross Cost 80th Percentile	Gross Cost 20th Percentile	Average of Indexed Net Build Cost Per M2	Nett Cost 80th Percentile	Nett Cost 20th Percentile	Average of Indexed Cost Per Pupil Place	Pupil Cost 80th Percentile	Pupil Cost 20th Percentile	Count
0 - 1500	£3,795	£4,638	£2,895	£2,957	£3,423	£2,101	£20,892	£25,475	£12,614	387
1500 - 3000	£3,288	£3,861	£2,683	£2,405	£2,796	£1,853	£21,721	£24,695	£13,485	144
Above 3000	£3,142	£3,756	£2,497	£2,137	£2,675	£1,764	£17,595	£20,765	£13,403	27
<b>Total</b>	<b>£3,633</b>	<b>£4,399</b>	<b>£2,774</b>	<b>£2,775</b>	<b>£3,205</b>	<b>£1,975</b>	<b>£20,946</b>	<b>£24,707</b>	<b>£12,959</b>	<b>558</b>

### Key Definitions

#### Re-Build & Extension

Any project where over 50% of the works being undertaken are new build, where the site used is adjacent to or the same as the existing site. Including new build blocks, extensions to existing buildings and rebuilds which include elements of demolition.

#### Location Factor

All costs have been normalised to a common UK average price level using regional location factors published by BCIS to accord with the UK Mean 100. Index taken at March 2023

#### Inflation

All costs have been updated to the Building Cost Information Service (BCIS) ALL-IN Tender Price Index (TPI) of 1<sup>st</sup> Quarter 2023 of 379. Index taken from March 2023 data forecasts. This adjusts costs for inflation. VAT is excluded throughout.

Further definitions of key terms and footnotes outlining how the data has been treated can be found on page 31.

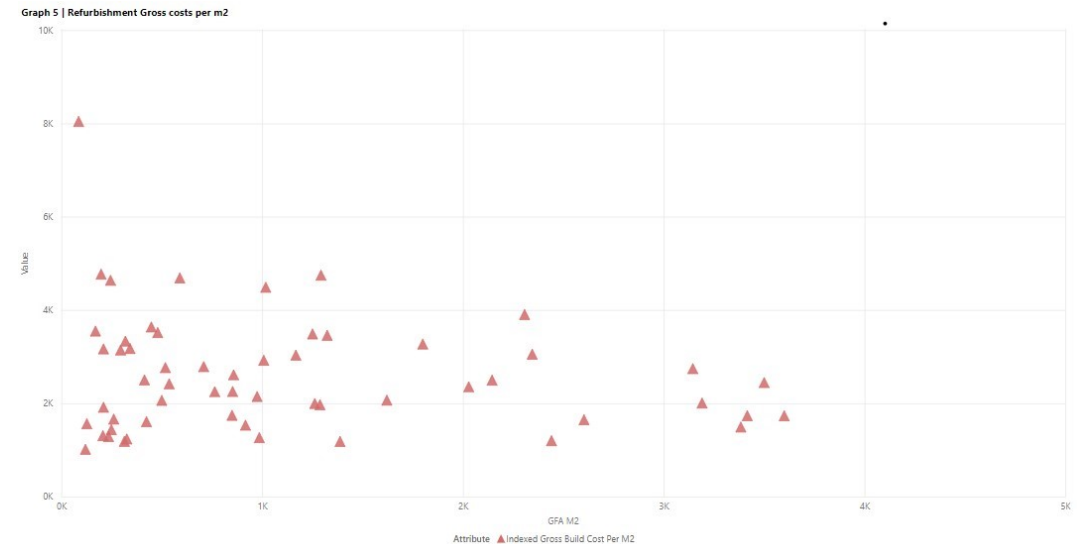
Refurbishment projects vary considerably in nature which makes trends and benchmarking difficult. We have split these schemes into three types of refurbishment project, namely light, medium and heavy to try and limit the variations.

In total, 56 refurbishment projects were submitted to the study, Graph 5 (right) displays the gross and net costs per m<sup>2</sup> for these projects. A detailed breakdown is shown on page 16.

Full definitions of light, medium and heavy refurbishment used for this study can be found on page 31.



Wilson Primary School, Reading Borough Council

Graph 5 | Refurbishment Gross and Net costs per m<sup>2</sup>

1,130m<sup>2</sup>

average floor area

5.38m<sup>2</sup>

average GIFA per pupil place

34wks

average contract period

£2,601

average gross cost /m<sup>2</sup>

£18,253

average cost per pupil place

#### Key Definitions Refurbishment

Any project which contains significant alterations or less than 50% new build to existing buildings. The works are further categorised as light, medium and heavy refurbishment. See further definitions for these levels on page 31

#### Location Factor

All costs have been normalised to a common UK average price level using regional location factors published by BCIS to accord with the UK Mean 100. Index taken at March 2023

#### Inflation

All costs have been updated to the Building Cost Information Service (BCIS) ALL-IN Tender Price Index (TPI) of 1<sup>st</sup> Quarter 2023 of 379. Index taken from March 2023 data forecasts. This adjusts costs for inflation. VAT is excluded throughout.

Further definitions of key terms and footnotes outlining how the data has been treated can be found on page 31.



A detailed breakdown of average costs by GIFA bands is shown in the table below.

Some key analysis from this data set is summarised below:

This study has demonstrated that heavy refurbishment projects which typically extend the economic life of a building by approximately 15 - 25 years, have an average gross cost per m<sup>2</sup> of £2,898. This represents a 39.2% increase when compared to a sample of equivalent medium refurbishment projects which typically increase the economic life of a building by up to 15 years with an average gross cost per m<sup>2</sup> of £2,082. Given that heavy refurbishment projects include significant structural alterations and may also include the replacement of facades and roof finishes, this additional cost would be expected. The above is indicative as the majority of the sample (56 in number) comprise medium refurbishment projects. The sample of heavy and light refurbishment projects is 7 and 4 projects respectively.

Projects within the dataset vary considerably, as is the nature of refurbishment schemes and therefore it is difficult to draw any firm trends across the sample.

Figure 5 | Refurbishment Average Cost Summary

GFA Band	Average of Indexed Gross Build Cost Per M2	Gross Cost 80th Percentile	Gross Cost 20th Percentile	Average of Indexed Cost Per Pupil Place	Pupil Cost 80th Percentile	Pupil Cost 20th Percentile	Count
0-750	£2,753	£3,529	£1,513	£13,679	£19,516	£6,935	29
750-1500	£2,539	£3,464	£1,701	£14,742	£23,290	£7,670	15
1500-2250	£2,323	£2,961	£1,719	£62,213	£98,508	£18,577	3
2250-3000	£2,367	£3,223	£1,618	£25,708	£32,283	£9,433	5
3000-3750	£2,233	£2,566	£1,899	£22,284	£28,640	£14,174	4
<b>Total</b>	<b>£2,601</b>	<b>£3,458</b>	<b>£1,563</b>	<b>£18,253</b>	<b>£23,883</b>	<b>£8,271</b>	<b>56</b>

### Key Definitions

#### Refurbishment

Any project which contains significant alterations or less than 50% new build to existing buildings. The works are further categorised as light, medium and heavy refurbishment. See further definitions for these levels on page 31.

#### Location Factor

All costs have been normalised to a common UK average price level using regional location factors published by BCIS to accord with the UK Mean 100. Index taken at March 2023

#### Inflation

All costs have been updated to the Building Cost Information Service (BCIS) ALL-IN Tender Price Index (TPI) of 1<sup>st</sup> Quarter 2023 of 379. Index taken from March 2023 data forecasts. This adjusts costs for inflation. VAT is excluded throughout.

Further definitions of key terms and footnotes outlining how the data has been treated can be found on page 31.

## Part Three Secondary Schools



Robert Mays School, Hampshire County Council



The secondary school sample consists of 281 projects which are split into three school categories as shown in the pie chart (right). This sample features projects from 2012 to 2022 with a total combined capital value of £3.77 billion, comprising:

- ◆ 60 New Development projects (9 All Through schools)
- ◆ 219 Re-Build & Extension projects (12 All Through schools)
- ◆ 2 Refurbishment projects

**281** secondary schools

The majority of the secondary school sample consists of Re-Build & Extension projects, demonstrating that Local Authorities are starting to expand existing school sites to meet the considerable forecast demand for pupil places. The sample has seen a 12% increase in schemes since last year.

The majority of schemes are procured via a framework arrangement, be that at a national, regional or local level. It has not been possible to draw sufficient trends relating to the cost benefits of the different procurement routes due to the significant variations in the framework arrangements.

Over the next pages, further commentary is provided for each project category which details cost variations and observations on drivers for costs between projects.

A small sample of New Development and Refurbishment projects has been obtained. It is not possible to draw any conclusions or provide further commentary, but this information is given to show the emergence of the sample.

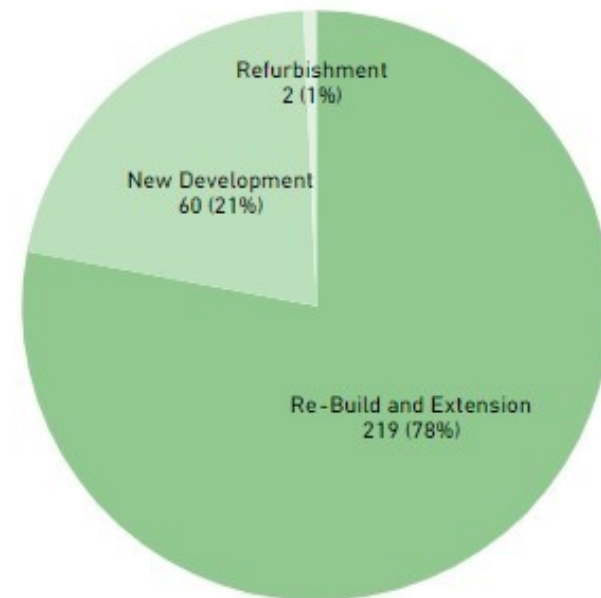
**247,000**

secondary places provided

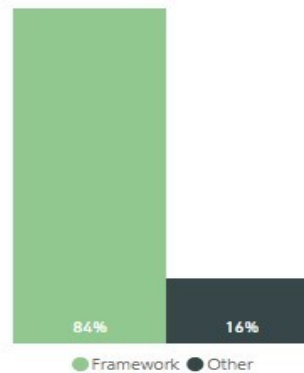
**£3.77 billion**

capital value of secondary school sample

Project Categories



Procurement Route



Starbank All Through School, Birmingham City Council



Secondary school gross costs as a whole sample have decreased over the last two years. This has been driven by the small data sets available within the study for New Development and Refurbishment Projects. This study has demonstrated a number of reasons for the fluctuations evidenced in the cost trajectory over the last five years (Graph 6, right) which are outlined below.

### New Development

A small sample of New Development projects has been obtained. It is not possible to draw any conclusions or provide further commentary, but this information is given to show the emergence of the sample.

### Re-Build & Extension

Extensions to existing school sites, new teaching blocks and re-built schools on existing sites have seen a decrease in gross costs in 2018 and 2019 with costs starting to rise again in 2019. Costs have reduced from a high in 2012 by 11.3%. It should be noted that the sample size for 2012 is small and therefore greater certainty can be placed in the 2013 - 2019 trajectory, which has seen a 5.5% increase in gross costs. This study has shown a number of factors influencing this trend:

- ◆ Smaller projects have continued to be procured over the last 24 months, with the average project GIFA over this period being 4,300m<sup>2</sup>. This is considerably smaller than the 7,900m<sup>2</sup> average GIFA seen prior to 2015, which reduces the cost benefits experienced by larger schemes.
- ◆ There was a spike in costs in 2020 which can be attributed to the average project GIFA being 3,100m<sup>2</sup>.

### Refurbishment

A small sample of Refurbishment projects has been obtained. It is not possible to draw any conclusions or provide further commentary.

Graph 6 | Secondary School Average Gross Costs per m<sup>2</sup>



Figure 6 | Secondary School Gross Costs per m<sup>2</sup>

Year	New Development Average GCIF	New Development Count	Re-Build and Extension Average GCIF	Re-Build and Extension Count	Refurbishment Average GCIF	Refurb Count	Total Average GCIF	Total Count
2012	£3,985	1	£4,874	5	NoData	NoData	£4,726	6
2013	£2,647	2	£2,758	11	£1,849	1	£2,677	14
2014	£2,481	1	£2,751	26	NoData	NoData	£2,741	27
2015	£3,365	6	£2,881	38	NoData	NoData	£2,947	44
2016	£3,516	5	£2,931	32	NoData	NoData	£3,010	37
2017	£3,155	8	£3,107	18	NoData	NoData	£3,122	26
2018	£2,924	5	£2,771	37	NoData	NoData	£2,789	42
2019	£2,823	14	£2,909	26	£3,572	1	£2,896	41
2020	£2,955	12	£4,469	14	NoData	NoData	£3,770	26
2021	£2,960	6	£3,632	6	NoData	NoData	£3,296	12
2022	NoData	NoData	£4,322	6	NoData	NoData	£4,322	6

Figure 6 (right) displays the average costs per year alongside the number of projects in each year. It should be noted that the secondary school sample for New Development and Refurbishment is small and therefore average costs displayed are indicative only.



Re-Build & Extension projects are formed from a combination of new blocks, extensions to existing schools and re-build projects on the existing site. In most cases there are elements of demolition and some projects include refurbishment work to existing buildings.

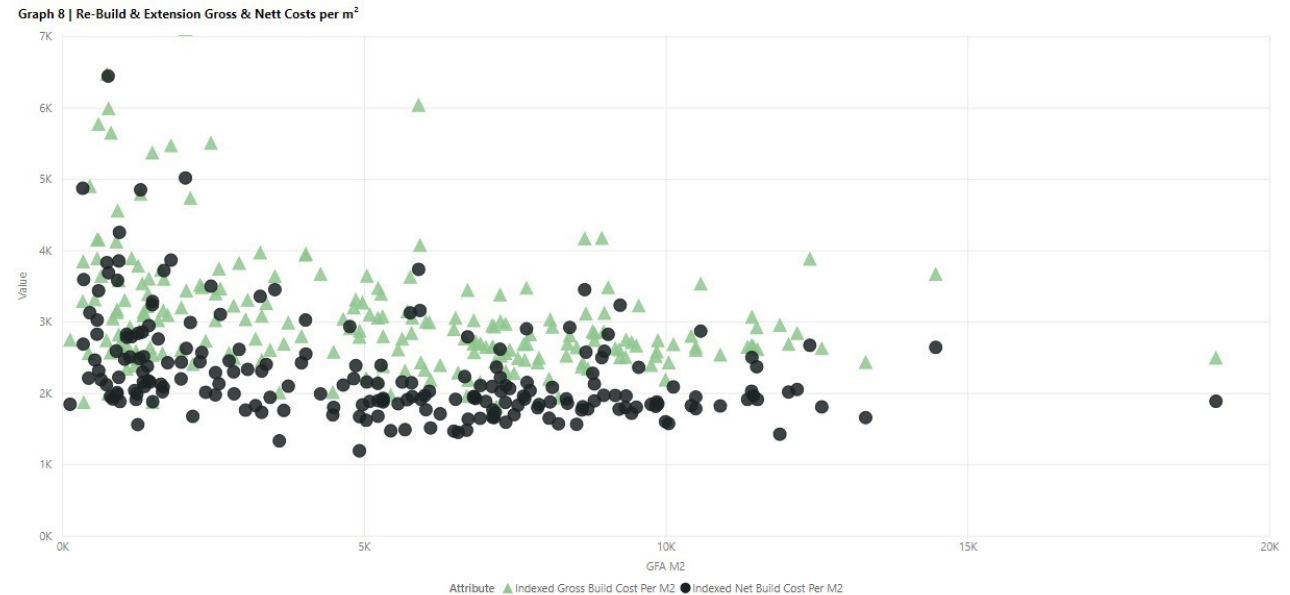
In total, 219 Re-Build & Extension projects were submitted to the study, Graph 8 (right) displays the gross and nett costs per m<sup>2</sup> for these projects. A detailed breakdown is shown on page 21.

The sample includes 131 DfE schemes submitted by the DfE, these projects include local authority contributions where applicable.



Branston Road High School, Staffordshire County Council

Graph 8 | Re-Build & Extension Gross & Nett Costs per m<sup>2</sup>



**5,289<sup>2</sup>**  
average floor area

**5.96m<sup>2</sup>**  
average GIFA per pupil place

**26wks**  
average contract period

**£3,077**  
average gross cost /m<sup>2</sup>

**£2,277**  
average nett cost /m<sup>2</sup>

**£21,235**  
average cost per pupil place

#### Key Definitions

##### Re-Build & Extension

Any project where over 50% of the works being undertaken are new build, where the site used is adjacent to or the same as the existing site. Including new build blocks, extensions to existing buildings and rebuilds which include elements of demolition.

##### Location Factor

All costs have been normalised to a common UK average price level using regional location factors published by BCIS to accord with the UK Mean 100. Index taken at March 2023.

##### Inflation

All costs have been updated to the Building Cost Information Service (BCIS) ALL-IN Tender Price Index (TPI) of 1<sup>st</sup> Quarter 2023 of 379. Index taken from March 2023 data forecasts. This adjusts costs for inflation. VAT is excluded throughout.

Further definitions of key terms and footnotes outlining how the data has been treated can be found on page 31.

A detailed breakdown of average costs by GIFA bands is shown in Figure 7.

Some key analysis from this data set is summarised below:

### Procurement

The study has demonstrated that the majority of local authority Re-Build & Extension projects are procured via two stage open book tendering. DfE projects are let via a DfE procurement process.

### Infrastructure

Due to the nature of Re-Build & Extension projects, where the existing site is maintained, the costs associated with infrastructure are low, representing 15.0% of the total project cost on average across the sample.

Figure 7 | Re-Build and Extension Average Cost Summary

GIFA Band	Average of Indexed Gross Build Cost Per M2	Gross Cost 80th Percentile	Gross Cost 20th Percentile	Average Index Net Build Costs per m2	Nett Cost 80th Percentile	Nett Cost 20th Percentile	Average of Indexed Cost Per Pupil Place	Pupil Cost 80th Percentile	Pupil Cost 20th Percentile	Count
0-2500	£3,610	£4,146	£2,595	£2,749	£3,403	£2,043	£22,127	£27,020	£3,623	69
2500-5000	£3,079	£3,641	£2,595	£2,254	£2,572	£1,783	£25,354	£38,297	£9,094	35
5000-7500	£2,735	£3,052	£2,306	£1,950	£2,139	£1,657	£18,408	£21,916	£13,859	53
7500-10000	£2,749	£2,925	£2,460	£2,071	£2,359	£1,793	£19,173	£21,601	£16,156	41
10000-12500	£2,830	£2,944	£2,618	£2,042	£2,311	£1,819	£22,444	£25,751	£18,184	17
12500-15000	£2,907	£3,249	£2,508	£2,033	£2,306	£1,715	£25,595	£29,558	£21,930	3
15000-17500	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData
17500+	£2,491	£2,491	£2,491	£1,884	£1,884	£1,884	£16,374	£16,374	£16,374	1
<b>Total</b>	<b>£3,077</b>	<b>£3,479</b>	<b>£2,501</b>	<b>£2,277</b>	<b>£2,668</b>	<b>£1,806</b>	<b>£21,235</b>	<b>£25,317</b>	<b>£11,761</b>	<b>219</b>

### Key Definitions

#### Re-Build & Extension

Any project where over 50% of the works being undertaken are new build, where the site used is adjacent to or the same as the existing site. Including new build blocks, extensions to existing buildings and rebuilds which include elements of demolition.

Further definitions of key terms and footnotes outlining how the data has been treated can be found on page 31.

#### Location Factor

All costs have been normalised to a common UK average price level using regional location factors published by BCIS to accord with the UK Mean 100. Index taken at March 2023.

#### Inflation

All costs have been updated to the Building Cost Information Service (BCIS) ALL-IN Tender Price Index (TPI) of 1<sup>st</sup> Quarter 2023 of 379. Index taken from March 2023 data forecasts. This adjusts costs for inflation. VAT is excluded throughout.



A small sample of New Development and Refurbishment projects has been obtained. It is not possible to draw any conclusions or provide further commentary.

Figure 8 | New Development Average Cost Summary

GFA Band	Average of Indexed Gross Build Cost Per M2	Gross Cost 80th Percentile	Gross Cost 20th Percentile	Average Index Net Build Costs per m2	Nett Cost 80th Percentile	Nett Cost 20th Percentile	Average of Indexed Cost Per Pupil Place	Pupil Cost 80th Percentile	Pupil Cost 20th Percentile	Count
0-2500	£3,542	£3,968	£3,068	£2,660	£2,856	£2,392	£31,228	£44,719	NoData	15
2500-5000	£3,410	£3,829	£3,024	£2,449	£2,663	£2,039	£14,588	£25,193	NoData	5
5000-7500	£3,295	£3,662	£2,914	£2,311	£2,534	£2,063	£21,584	£28,162	£18,645	8
7500-10000	£2,521	£3,025	£2,445	£2,096	£2,377	£1,891	£19,770	£26,761	£17,277	21
10000-12500	£2,984	£3,253	£2,552	£2,143	£2,509	£1,831	£23,647	£28,842	£18,009	10
12500-15000	£2,799	£2,799	£2,799	£1,982	£1,982	£1,982	£19,984	£19,984	£19,984	1
15000-17500	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData
17500+	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData
<b>Total</b>	<b>£3,035</b>	<b>£3,707</b>	<b>£2,629</b>	<b>£2,312</b>	<b>£2,706</b>	<b>£1,927</b>	<b>£23,094</b>	<b>£28,842</b>	<b>£14,722</b>	<b>60</b>

Figure 9 | Whole Sample Average Cost Summary

GFA Band	Average of Indexed Gross Build Cost Per M2	Gross Cost 80th Percentile	Gross Cost 20th Percentile	Average Index Net Build Costs per m2	Nett Cost 80th Percentile	Nett Cost 20th Percentile	Average of Indexed Cost Per Pupil Place	Pupil Cost 80th Percentile	Pupil Cost 20th Percentile	Count
0-2500	£3,576	£4,129	£2,675	£2,733	£3,221	£2,084	£23,752	£28,800	£3,534	84
2500-5000	£3,354	£3,666	£2,686	£2,274	£2,559	£1,818	£24,298	£36,933	£7,872	41
5000-7500	£3,015	£3,141	£2,325	£1,997	£2,154	£1,675	£18,824	£23,281	£14,039	61
7500-10000	£2,635	£3,022	£2,448	£2,079	£2,407	£1,804	£19,375	£23,008	£16,163	62
10000-12500	£2,554	£3,091	£2,605	£2,100	£2,494	£1,823	£22,764	£27,169	£18,175	28
12500-15000	£2,853	£3,145	£2,547	£2,021	£2,245	£1,746	£24,192	£28,732	£19,389	4
15000-17500	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData
17500+	£2,491	£2,491	£2,491	£1,884	£1,884	£1,884	£16,374	£16,374	£16,374	1
<b>Total</b>	<b>£2,941</b>	<b>£3,596</b>	<b>£2,519</b>	<b>£2,285</b>	<b>£2,687</b>	<b>£1,834</b>	<b>£21,678</b>	<b>£26,213</b>	<b>£12,103</b>	<b>281</b>

## Key Definitions

## New Development &amp; Refurbishment

Category definitions can be found on page 31.

## Location Factor

All costs have been normalised to a common UK average price level using regional location factors published by BCIS to accord with the UK Mean 100. Index taken at March 2023.

## Inflation

All costs have been updated to the Building Cost Information Service (BCIS) ALL-IN Tender Price Index (TPI) of 1<sup>st</sup> Quarter 2023 of 379. Index taken from March 2023 data forecasts. This adjusts costs for inflation. VAT is excluded throughout.

Further definitions of key terms and footnotes outlining how the data has been treated can be found on page 31.





## Part Four SEN Schools



Portesbury SEN School, Surrey County Council



The SEN school sample consists of 104 projects which are split into three school categories as shown in the pie chart (right). This sample features projects from 2012 to 2022 with a total combined capital value of £618 million, comprising:

- ◆ 22 New Development projects.
- ◆ 65 Re-Build & Extension projects.
- ◆ 17 Refurbishment projects.

# 104

SEN schools

While significant demand for school capacity is being seen across the country, this increases the need for specialist teaching facilities and therefore Local Authorities are starting to increase the capacity within SEN school stock. This study evidences that the majority of provision is being made within existing schools, namely Re-Build & Extension projects.

The majority of schemes are procured via framework arrangements either at a national, regional or local level. It has not been possible to draw sufficient trends relating to the cost benefits of these different procurement routes due to the significant variations in the framework arrangements.

Over the next pages further commentary is provided for each project category which details cost variations and observations on drivers for costs between projects. A small sample of New Development and Refurbishment projects has been obtained. It is not possible to draw any conclusions or provide further commentary, but this information is given to show the emergence of the sample.

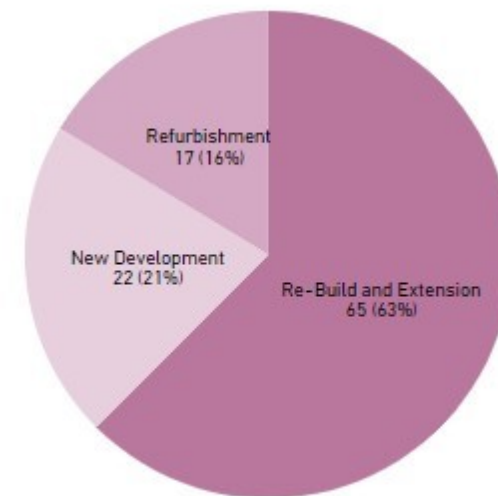
# 9,621

new SEN places

# £618million

capital value of SEN school sample

Project Categories

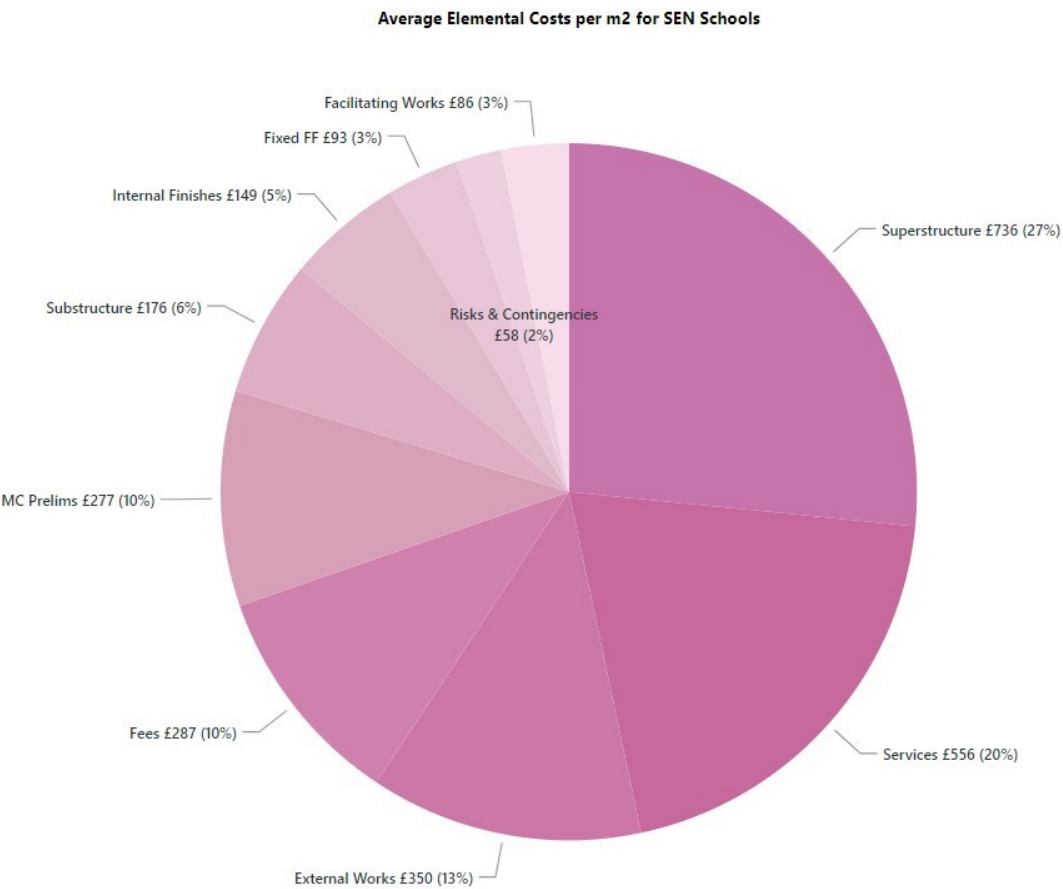


Procurement Route



Yewstock Special School, Dorset County Council

Average Elemental Costs per m<sup>2</sup> for SEN Schools



Re-Build & Extension projects are formed from a combination of new blocks, extensions to existing schools and re-build projects on the existing site. In most cases there are elements of demolition and some projects include refurbishment work to existing buildings.

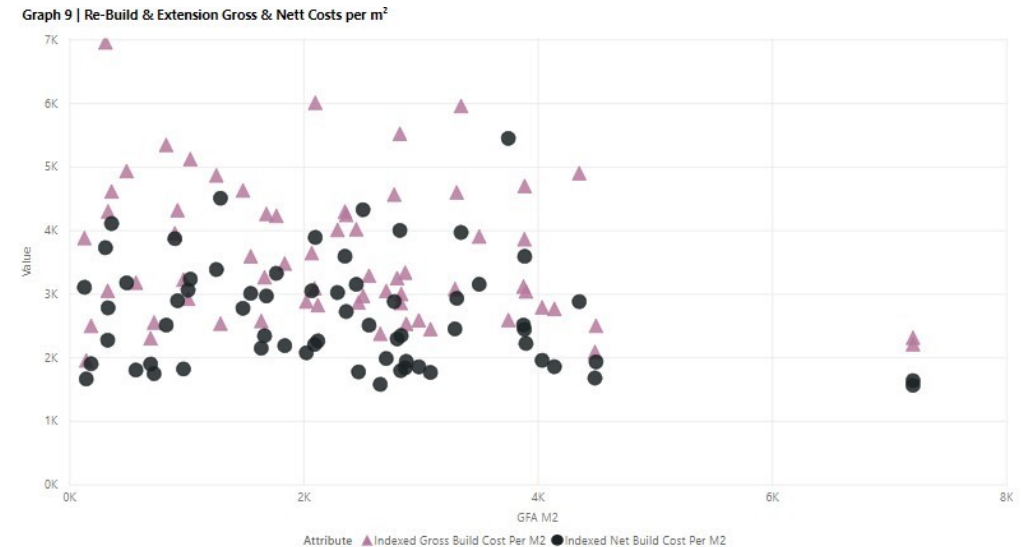
In total, 65 Re-Build & Extension projects were submitted to the study, Graph 9 (right) displays the gross and nett costs per m<sup>2</sup> for these projects. A detailed breakdown is shown on page 28.

The sample includes 26 DfE schemes submitted by the DfE, these projects include local authority contributions where applicable.



The Base, Blessed Hugh Farringdon, Reading Borough Council

Graph 9 | Re-Build & Extension Gross & Nett Costs per m<sup>2</sup>



**2,331m<sup>2</sup>**

average floor area

**24.00m<sup>2</sup>**

average GIFA per pupil place

**25wks**

average contract period

**£3,574**

average gross cost /m<sup>2</sup>

**£2,662**

average nett cost /m<sup>2</sup>

**£96,806**

average cost per pupil place

#### Key Definitions

##### Re-Build & Extension

Any project where over 50% of the works being undertaken are new build, where the site used is adjacent to or the same as the existing site. Including new build blocks, extensions to existing buildings and rebuilds which include elements of demolition.

##### Location Factor

All costs have been normalised to a common UK average price level using regional location factors published by BCIS to accord with the UK Mean 100. Index taken at March 2023.

##### Inflation

All costs have been updated to the Building Cost Information Service (BCIS) ALL-IN Tender Price Index (TPI) of 1<sup>st</sup> Quarter 2023 of 379. Index taken from March 2023 data forecasts. This adjusts costs for inflation. VAT is excluded throughout.

Further definitions of key terms and footnotes outlining how the data has been treated can be found on page 31.

A detailed breakdown of average costs by GIFA bands is shown in Figure 10 below.

**Figure 10 | Re-Build and Extension Average Cost Summary**

GFA Band	Average of Indexed Gross Build Cost Per M2	Gross Cost 80th Percentile	Gross Cost 20th Percentile	Average of Indexed Net Build Cost Per M2	Nett Cost 80th Percentile	Nett Cost 20th Percentile	Average of Indexed Cost Per Pupil Place	Pupil Cost 80th Percentile	Pupil Cost 20th Percentile	Count
750-1500	£4,133	£4,964	£3,119	£3,193	£3,756	£2,664	£130,770	£161,761	£56,650	9
Other	£3,112	£3,857	£2,307	£2,202	£2,507	£1,674	£105,612	£138,303	£71,510	11
2250-3000	£3,430	£4,194	£2,639	£2,627	£3,121	£1,835	£96,492	£127,894	£72,941	17
3000-3750	£3,992	£4,865	£2,947	£2,849	£3,311	£2,309	£106,835	£120,886	£79,858	5
1500-2250	£3,557	£3,762	£2,866	£2,610	£3,013	£2,175	£88,020	£119,432	£51,218	10
0-750	£3,618	£4,483	£2,515	£2,697	£3,503	£1,837	£69,154	£99,970	£2,697	13
<b>Total</b>	<b>£3,574</b>	<b>£4,566</b>	<b>£2,580</b>	<b>£2,662</b>	<b>£3,248</b>	<b>£1,851</b>	<b>£96,806</b>	<b>£131,899</b>	<b>£53,793</b>	<b>65</b>

#### Key Definitions

##### Re-Build & Extension

Any project where over 50% of the works being undertaken are new build, where the site used is adjacent to or the same as the existing site. Including new build blocks, extensions to existing buildings and rebuilds which include elements of demolition.

##### Location Factor

All costs have been normalised to a common UK average price level using regional location factors published by BCIS to accord with the UK Mean 100. Index taken at March 2023.

##### Inflation

All costs have been updated to the Building Cost Information Service (BCIS) ALL-IN Tender Price Index (TPI) of 1<sup>st</sup> Quarter 2023 of 379. Index taken from March 2023 data forecasts. This adjusts costs for inflation. VAT is excluded throughout.

Further definitions of key terms and footnotes outlining how the data has been treated can be found on page 31.



A small sample of New Development and Refurbishment projects has been obtained, breakdown contained in Figures 11 & 12. It is not possible to draw any conclusions or provide further commentary at this stage.

Figure 11 | New Development Average Cost Summary

GFA Band	Average of Indexed Gross Build Cost Per M2	Gross Cost 80th Percentile	Gross Cost 20th Percentile	Average of Indexed Net Build Cost Per M2	Nett Cost 80th Percentile	Nett Cost 20th Percentile	Average of Indexed Cost Per Pupil Place	Pupil Cost 80th Percentile	Pupil Cost 20th Percentile	Count
0-750	£3,335	£3,435	£3,235	£2,390	£2,454	£2,327	£59,119	£75,581	£42,656	2
750-1500	£4,772	£4,772	£4,772	£3,316	£3,316	£3,316	£96,481	£96,481	£96,481	1
1500-2250	£3,171	£3,379	£2,919	£2,196	£2,381	£1,977	£101,622	£118,076	£85,447	3
2250-3000	£3,185	£3,563	£2,724	£2,060	£2,183	£1,809	£78,639	£96,196	£77,211	8
3000-3750	£3,010	£3,010	£3,010	£1,943	£1,943	£1,943	£72,899	£72,899	£72,899	1
Other	£3,228	£3,409	£2,776	£2,246	£2,607	£1,928	£114,505	£124,704	£66,889	7
<b>Total</b>	<b>£3,275</b>	<b>£3,590</b>	<b>£2,822</b>	<b>£2,220</b>	<b>£2,591</b>	<b>£1,907</b>	<b>£91,960</b>	<b>£104,494</b>	<b>£71,597</b>	<b>22</b>

Figure 12 | Refurbishment Average Cost Summary

GFA Band	Average of Indexed Gross Build Cost Per M2	Gross Cost 80th Percentile	Gross Cost 20th Percentile	Average of Indexed Net Build Cost Per M2	Nett Cost 80th Percentile	Nett Cost 20th Percentile	Average of Indexed Cost Per Pupil Place	Pupil Cost 80th Percentile	Pupil Cost 20th Percentile	Count
0-750	£1,161	£1,354	£749	NoData	NoData	NoData	£16,007	£28,991	£5,622	9
750-1500	£1,441	£1,811	£1,106	NoData	NoData	NoData	£27,815	£39,320	£15,466	5
1500-2250	£2,558	£2,847	£2,268	NoData	NoData	NoData	£55,506	£62,146	£48,865	2
2250-3000	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData
3000-3750	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData	NoData
Other	£1,933	£1,933	£1,933	£15,685	£15,685	£15,685	£142,019	£142,019	£142,019	1
<b>Total</b>	<b>£1,453</b>	<b>£2,047</b>	<b>£797</b>	<b>£15,685</b>	<b>£15,685</b>	<b>£15,685</b>	<b>£31,539</b>	<b>£43,459</b>	<b>£5,826</b>	<b>17</b>

## Key Definitions

## New Development &amp; Refurbishment

Category definitions can be found on page 31.

## Location Factor

All costs have been normalised to a common UK average price level using regional location factors published by BCIS to accord with the UK Mean 100. Index taken at March 2023.

## Inflation

All costs have been updated to the Building Cost Information Service (BCIS) ALL-IN Tender Price Index (TPI) of 1<sup>st</sup> Quarter 2023 of 379. Index taken from March 2023 data forecasts. This adjusts costs for inflation. VAT is excluded throughout.

Further definitions of key terms and footnotes outlining how the data has been treated can be found on page 31.



Hampshire  
County Council



EAST RIDING  
OF YORKSHIRE COUNCIL



Department  
for Education



Infrastructure  
and Projects  
Authority



EBDOG

Page | 29 of 34  
November 2023

## Part Five Further Information



Kings' School, Hampshire County Council

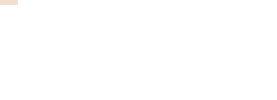
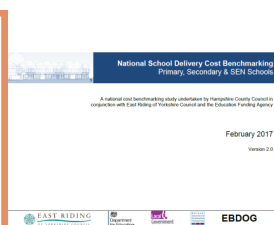
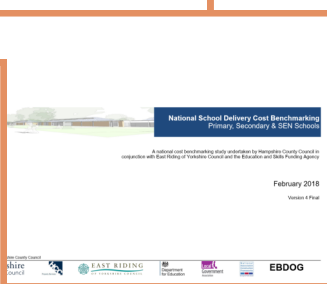
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We are keen to receive projects for our next publication planned for June 2023 and welcome project submissions from any Local Authority in the United Kingdom.

Participating Authorities will be listed in the published report (see page 5), however any data supplied will be treated as commercially confidential and will not be shared with third parties without the submitting Authority providing written approval and / or written acknowledgement. All data submitted remains the property of the submitting Authority.

We are particularly keen to obtain further Primary, Secondary and SEN school cost data. All submissions must use our standard form of cost analysis. For further information or to register your interest for the next study please contact Peter Robinson using the details found at the end of this publication.

### Images | Current & Previous Reports



Loddiswell Primary School, Devon County Council

Summary of Publications			
Report	Sample Size	Contributing Authorities	Sample Type
April 2013*	45	-	Primary & Secondary
November 2013	39	-	Primary
June 2014	70	-	Primary
January 2015	122	42	Primary & Secondary
February 2016	343	63	Primary, Secondary & SEN
February 2017	546	108	Primary, Secondary & SEN
February 2018	660	126	Primary, Secondary & SEN
June 2019	845	140	Primary, Secondary & SEN
May 2021	1008	150	Primary, Secondary & SEN
July 2022	1111	159	Primary, Secondary & SEN
September 2023	1135	159	Primary, Secondary & SEN



Key terms used throughout this publication and an outline of how data has been adjusted for inflation and regional cost variations are defined here.

#### New Development

Any project where 100% of the works being undertaken are new build and the site used is a greenfield site. Includes significant infrastructure and external works.

#### Re-Build & Extension

Any project where over 50% of the works being undertaken are new build, where the site used is adjacent to or the same as the existing site. Including new build blocks, extensions to existing buildings and rebuilds which include elements of demolition.

#### Refurbishment

Any project which contains significant alterations or less than 50% new build to existing buildings. The works are further categorised as light, medium and heavy refurbishment. See further definitions for these levels.

#### Refurbishment Level - Light Refurbishment

Investment focused on common areas and essential repairs only. Extension of economic life is approximately 5 years. Works include strip out of existing space, shell and core refurbishment including cosmetic upgrades. Assumes existing main plant, existing floors and ceilings are retained.

#### Refurbishment Level - Medium Refurbishment

Investment involves full upgrade of the existing building services and finishes but stops short of major structural alterations. Extension of economic life is approximately 15 years. Works include strip out of existing space, shell and core refurbishment including cosmetic upgrades. No major structural or substructural alterations. Existing floors and ceilings are retained and minor repairs only to façade.

#### Refurbishment Level - Heavy Refurbishment

Investment includes significant structural alterations and may also include the replacement of facades and roof finishes. The complete renewal of internal fittings, finishes and MEP systems. The building is typically unoccupied. Extension of economic life is approximately 15 - 25 years. Works include strip out of existing space, shell and core refurbishment including cosmetic upgrades. Replacement to raised floors, ceilings and new services.

#### Spatial Measures (GIFA)

Encompass the most common formats used by clients and industry to benchmark total construction costs, which in the case of schools has been taken as £/m<sup>2</sup> of the Gross Internal Floor Area (GIFA). This is related to throughout and is the total m<sup>2</sup> of accommodation delivered by a project. For Refurbishment projects the GIFA refers to the percentage of new build floor area only.

#### Total Project Cost

Represents the overall project cost at tender stage, inclusive of fees, external works, abnormal costs, including minor building works and fittings and fixtures. It is inclusive of additions for preliminaries, contingency, overheads and profit.

#### Nett Cost per m<sup>2</sup>

Represents the tendered cost per m<sup>2</sup> of GIFA, exclusive of fees, abnormalities, external works, minor building works and alterations. It is inclusive of additions for preliminaries, contingency, overheads and profit. Fixed fittings and furnishings are included.

#### Gross Cost per m<sup>2</sup>

Represents the tendered Total Project Cost per m<sup>2</sup> of GIFA.

#### Cost Per Pupil Place

Represents the Total Project Cost, divided by the number of additional pupil places being created by the works in the school. Where this data has not been available for refurbishment projects, the Total Project Cost has been divided by the total number of pupils in the school.

#### 20<sup>th</sup> and 80<sup>th</sup> Percentiles

The 20<sup>th</sup> percentile is the value below which 20% of the observations may be found, while the 80<sup>th</sup> percentile is the value below which 80% are found.

#### Abnormals

These encompass substructure cost above normalised base cost and demolitions. The normalised base cost for substructures used was £120 per m<sup>2</sup> of GIFA. This value has been derived using the worked example for calculating substructure abnormalities published by the former Department for Education and Employment (DFEE) within their document entitled "Education Building Projects: Information on Costs and Performance Data". This calculation used within this report recognises the impact of timing (tender factor), location and size of projects.

#### Fees

All professional (client) fee costs have been included where provided within the sample data. These fees include project management, cost management and other professional services associated to the project. In house architectural service fees are also included where applicable. If fee information was not available a standardised professional fee allowance of 12% has been included on all projects where the unadjusted tendered Contract Sum is £10m or less. A standardised professional fee allowance of 10% has been included on all projects where the unadjusted Contract Sum is in excess of £10m. A professional (client) fee of 3% has been applied to all centrally funded projects submitted by the DfE as agreed with the DfE.

#### Excluded Cost Elements

Statutory fees, survey costs, loose furniture and equipment, client department costs including programme management, legal and land acquisition costs are excluded from all figures shown herein.

#### Preliminaries, Contingency, Overheads & Profit

Included in all figures herein as a percentage cost of GIFA. In the case of Refurbishment projects the GIFA refers to the percentage of new build floor area only.

#### Location Factor

All costs have been normalised to a common UK average price level using regional location factors published by BCIS to accord with the UK Mean 100. Index taken at March 2023.

#### Inflation

All costs have been updated to the latest Building Cost Information Service (BCIS) ALL-IN Tender Price of Index (TPI) of 1<sup>st</sup> Quarter 2023 of 379. Index taken at March 2023. This adjusts costs for inflation. VAT is excluded throughout.

#### Please Note

**All cost data contained within this report relates to Tender Stage (Gateway 3, Contract Let) costs, unless otherwise identified as Outturn figures.**

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For further information relating to this study or for details regarding future publications and how to participate please contact the individuals below.

**Peter Colenutt MBE |**

Assistant Director  
Regeneration and Growth (Strategic Land and Assets)  
Hampshire County Council  
[REDACTED]

**Dimitri Eleftheriou | Study Senior Lead Officer**

Cost Management Manager Projects & Programmes  
Hampshire County Council  
[REDACTED]

**Peter Robinson | Study Lead Officer**

Principal Quantity Surveyor  
Hampshire County Council  
[REDACTED]

**Mike Raven | Study Co-Ordinating Officer**

Principal Project Manager  
East Riding of Yorkshire Council  
[REDACTED]

For Quantity Surveying queries relating to costs, formulas used, the standard cost form and rationale please contact the individuals below.

**Peter Robinson**

Principal Quantity Surveyor  
Hampshire County Council  
[REDACTED]

**Pete Skinner**

Principal Quantity Surveyor  
East Riding of Yorkshire Council  
[REDACTED]



Wimborne First School, Dorset County Council

**BETA** This Dashboard is in beta phase and we are still reviewing performance and reliability.

- Homepage
- LA scorecards**
- Technical notes
- Accessibility
- Support and feedback

View a local authority school places scorecard using the drop downs below and switch between different school place metrics using the tabs on the underneath.

**Choose a local authority**

Kent

**Choose between primary or secondary school places**

Primary

**Download data for all local authorities**

[Download data](#)

## Data for primary state-funded school places in Kent

- Quantity
- Pupil forecast accuracy
- Preference
- Quality
- Cost**

### Average cost of additional mainstream school places

Based on local authority reported projects between 2015/16 and 2017/18 , adjusted for inflation and regional variation

Local authority average costs are not shown because there is no new data. Only national average costs and number of projects for England are shown.

**1,204**

Permanent primary expansion projects in England

**616**

Temporary primary expansion projects in England

**70**

New primary schools projects in England

### Average cost per place for permanent, temporary and new school projects

Region column shows England averages, adjusted for regional location factors. See technical notes for more information.

Type	England	South East
Permanent Expansion	£19,989	£22,587
Temporary Expansion	£9,450	£10,679
New School	£23,865	£26,967



**Archived:** 17 February 2025 11:51:39  
**From:** [Sarah Bonser - CED GLD](#)  
**Sent:** 07 December 2023 12:27:11  
**To:** [Alec Arrol](#)  
**Cc:** [Alan Hodson](#) [Victoria Thistlewood - GT GC](#)  
**Subject:** RE: Chilmington Green Section 106 agreement - account of payments in respect of Primary School 1  
**Importance:** Normal  
**Sensitivity:** None

---

Dear Alec,

Thank you for your email.

Having reviewed the S106 agreement, the provisions of paragraph 48 of Schedule 15 do not come into operation until the later of ten years from the date of receipt of the final instalment in respect of a School or one year following practical completion of a School, neither of which have been triggered to date.

Primary School 1 has not yet reached practical completion due to a number of unresolved defects, in particular in relation to the school playing field. The anticipated date for resolution of these outstanding defects is April 2024.

Notwithstanding the above, KCC are able to confirm that the total build costs for the school are **£8,053,235**. This comprises spend to date of £7,891,235 plus and anticipated spend of £162,000 in the next financial year.

The table below sets out the contributions payable towards Primary School 1 together with the indexation payable.

	S106 Obligation	Indexation	S106 + Indexation
Payment 1	£150,000.00	£8,829.11	
Payment 2	£2,285,000.00	£277,670.89	
Payment 3	£2,103,200.00	£298,175.19	
Payment 4	£1,461,800.00	£632,367.28	
	<b>£6,000,000.00</b>	<b>£1,217,042.46</b>	<b>£7,217,042.46</b>

The total build costs for the School exceed the contributions (plus indexation) due under the agreement. To this end, there is no surplus to return and Payment 4 now falls due to be paid. An invoice for Payment 4 will be issued shortly.

I trust this assists.

Kind regards,

Sarah

**Sarah Bonser**  
**Solicitor - Legal Commissioner and Head of the Planning & Highways Team | Governance, Law & Democracy | Chief Executive's Department | Kent County Council, County Hall, Maidstone, Kent ME14 1XQ**

I work flexibly so whilst it suits me to email you now I don't expect a response outside of your normal working hours.

---

**Sent:** Tuesday, December 5, 2023 10:13 AM  
**To:** Sarah Bonser - CED GLD <Sarah.Bonser2@kent.gov.uk>

**Cc:** Alan Hodson [REDACTED]

**Subject:** Re: Chilmington Green Section 106 agreement - account of payments in respect of Primary School 1

You don't often get email from [alec.arrol@hodsondevelopments.com](mailto:alec.arrol@hodsondevelopments.com). [Learn why this is important](#)

Dear Sarah,

Thank you for your email.

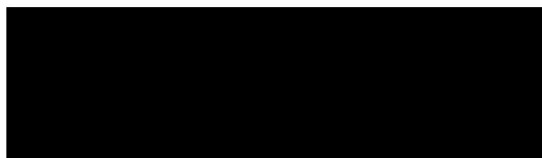
Please could you provide an indication of the anticipated costs for the County Council to establish the total expenditure in respect of Primary School 1. I would envisage that the Council already has this information readily available as part of the budgeting and cost management controls / reporting that a responsible authority would have in place when letting building contracts. I would therefore assume the costs involved in providing this information will be very modest.

If you can confirm the anticipated costs, I can then provide you with an undertaking.

Kind regards,  
Alec

**Alec Arrol**

BSc(Hons), MSc(Dist), MRTPI  
Planning Director



Hodson Developments, Office 9  
55 Park Lane, London W1K 1NA

T [020 7183 1825](tel:02071831825)  
[hodsondevelopments.com](http://hodsondevelopments.com)



**From:** [REDACTED]

**Sent:** Friday, November 24, 2023 1:37 PM

**To:** Alec Arrol [REDACTED]

**Subject:** RE: Chilmington Green Section 106 agreement - account of payments in respect of Primary School 1

Dear Alec,

Thank you for your email below and attached letter. I confirm receipt of the same.

I would be grateful if you would provide an undertaking to cover the County Council's costs in establishing total expenditure as per the requirements of paragraph 48 of Schedule 15.

In the meantime, I have asked officers to collate the information required.

I look forward to hearing from you.

Kind regards,

Sarah.

**Sarah Bonser**

**Solicitor - Legal Commissioner and Head of the Planning & Highways Team | Governance, Law & Democracy | Chief Executive's Department | Kent County Council, County Hall, Maidstone, Kent ME14 1XQ**

I work flexibly so whilst it suits me to email you now I don't expect a response outside of your normal working hours.

---

**From:** Alec Arrol [REDACTED]  
**Sent:** Friday, November 10, 2023 11:34 AM  
**To:** Benjamin Watts - CED GLD [REDACTED]  
**Cc:** Sarah Bonser - CED GLD [REDACTED]  
**Subject:** Chilmington Green Section 106 agreement - account of payments in respect of Primary School 1

Some people who received this message don't often get email from [alec.arrol@hodsondevelopments.com](mailto:alec.arrol@hodsondevelopments.com). [Learn why this is important](#)

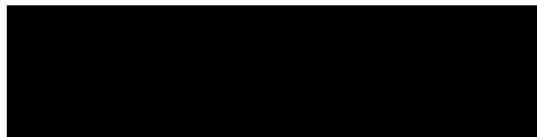
Dear Benjamin,

Please find the attached letter for your attention in relation to the s106 agreement for the Chilmington Green development.

Kind regards,  
Alec

**Alec Arrol**

**BSc(Hons), MSc(Dist), MRTPI**  
Planning Director



Hodson Developments, Office 9  
55 Park Lane, London W1K 1NA

T [020 7183 1825](tel:02071831825)  
[hodsondevelopments.com](http://hodsondevelopments.com)



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Fiscal Date	Actual Amount
JAN 17-18	£0.00
FEB 17-18	£0.00
MAR 17-18	£0.00
APR 18-19	£0.00
MAY 18-19	£0.00
JUN 18-19	£0.00
JUL 18-19	£0.00
AUG 18-19	£0.00
SEP 18-19	£75,765.71
OCT 18-19	£0.00
NOV 18-19	£380.10
DEC 18-19	£878.20
£77,024.01	

Fiscal Date	Actual Amount
JAN 18-19	£554.70
FEB 18-19	£93,876.81
MAR 18-19	£106,497.82
APR 19-20	£36,526.48
MAY 19-20	£77,923.50
JUN 19-20	£0.00
JUL 19-20	£24,696.22
AUG 19-20	£41,973.57
SEP 19-20	£35,909.58
OCT 19-20	£365.90
NOV 19-20	£2,000.00
DEC 19-20	£84.20
£420,408.78	

Fiscal Date	Actual Amount
JAN 19-20	£39,465.66
FEB 19-20	£31,252.51
MAR 19-20	£298,180.00
APR 20-21	£312,144.02
MAY 20-21	£118,113.05
JUN 20-21	£476,287.80
JUL 20-21	£383,680.34
AUG 20-21	£198,033.14
SEP 20-21	£285,248.55
OCT 20-21	£3,518.02
NOV 20-21	£499,823.27
DEC 20-21	£690,885.01
£3,336,631.37	

Fiscal Date	Actual Amount
JAN 20-21	£183,936.37
FEB 20-21	£235,462.48
MAR 20-21	£728,617.66
APR 21-22	£4,493.50
MAY 21-22	£607,365.32
JUN 21-22	£264,680.26
JUL 21-22	£1,093,337.13
AUG 21-22	£318,073.98
SEP 21-22	£1,972.41
OCY 21-22	£318,998.36
NOV 21-22	£272,371.47
DEC 21-22	£9,266.67
£3,509,215.09	

Fiscal Date	Actual Amount
JAN 21-22	£79,695.20
FEB 21-22	£74,147.51
MAR 21-23	£286,956.01
APR 22-23	£4,677.16
MAY 22-23	£1,903.00
JUN 22-23	£4,000.00
JUL 22-23	£33,919.14
AUG 22-23	£0.00
SEP 22-23	£1,440.00
OCT 22-23	£480.00
NOV 22-23	£395.00
DEC 22-23	£0.00
£487,613.02	

Fiscal Date	Actual Amount
JAN 22-23	£1,040.00
FEB 22-23	£4,766.40
MAR 22-23	£147,560.12
APR 23-24	£107,672.46
MAY 23-24	£0.00
JUN 23-24	£480.00
JUL 23-24	£480.00
AUG 23-24	£0.00
SEP 23-24	£11,593.60
OCT 23-24	£208.20
NOV 23-24	£1,116.00
DEC 23-24	£0.00
£59,571.86	

Fiscal Date	Anticipated Amount
JAN 23-24	£400.00
FEB 23-24	£0.00
MAR 23-24	£0.00
APR 24-25	£162,370.87
MAY 24-25	£0.00
JUN 24-25	£0.00
JUL 24-25	£0.00
AUG 24-25	£0.00
SEP 24-25	£0.00
OCT 24-25	£0.00
NOV 24-25	£0.00
DEC 24-25	£0.00
£162,770.87	

ANTICIPATED TOTAL SPEND  
£8,053,235.00  
TOTAL SPEND TO DATE  
£7,890,464.13

Supplier	Description	Value
	D&B (incl PCSA)	£7,388,385.73
Ashford BC	Road Naming	£53.00
	QS	£45,296.39
	Services (Utilities)	£403.58
	Planning condition (Archa	£69,656.23
	CDM-A	£7,781.04
	CoW	£54,520.00
	Vegetation removal	£1,650.00
KCC Highways	S278	£6,044.89
KCC Planning	Planning	£1,386.00
KCC PROW	PROW	£68,688.36
Internal fees - Gen2	Project Management	£117,487.50
	Boundary survey	£395.00
Legal - KCC	Legal	£135.20
Legal - External Supplier	Legal	£9,912.00
	S278 - RSA2	£870.00
	Services (Utilities)	£0.00
	Temp Accom	£2,905.65
	Vis cut	£0.00
School reimbursement	Various	£114,893.56
	Spend to Dec 23	£7,890,464.13

# CHILMINGTON PRIMARY SCHOOL

## EXPERT REPORT ON HODSON DEVELOPMENT

J/N 2091



**Client:** Kent County Council

**Revision:** 00

**Date:** 12 February 2025



**m<sup>c</sup>comb**  
partnership ltd



*Expert Cost and Project Management for the Construction Industry*

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<b>Author:</b>	Marcus Cato	<b>Date:</b>	13 February 2025
<b>Checked:</b>	Tom Adams	<b>Date:</b>	13 February 2025
<b>Revision:</b>	00		

## 1. INTRODUCTION

### 1.1 EXPERT DECLARATION.

1.1.1 I, Marcus Denis Cato, declare that I am familiar with the rules of evidence and understand my obligation to provide an impartial and objective expert opinion and report based on my knowledge and experience.

1.1.2 I am a Chartered Engineer, Civil Engineer, Certified Arbitrator, Certified Mediator, Expert Witness and practicing contract administrator and Alternative Dispute Resolution expert. My qualifications are: -

Qualification	Organisation	Registration Number	Date
Batchelor of Engineering with Honours – Civil Engineering	University of Wales College of Cardiff		1991
Master of Science – Civil (Urban) Engineering	Southbank University, London		1995
Member of the Institution of Civil Engineers (MICE)	Institution of Civil Engineers	47058386	1995
Chartered Engineer	The Engineering Council	472764	1995
Fellow of the Chartered Institute of Arbitrators	Chartered Institute of Arbitrators	33538	2017
Certified Arbitrator	Chartered Institute of Arbitrators	33538	2017
Certified Mediator	Chartered Institute of Arbitrators	33538	2014
Fellowship of the Royal Society for the Encouragement of Arts, Manufacture and Commerce	Royal Society of Arts. The “Royal Society”.		2020

1.1.3 I have 36 years working in the construction industry in the United Kingdom, Rwanda, South Africa, Kenya and Uganda. I have been a structural designer, geotechnical engineer, construction engineer and site agent, commercial director, alternative

dispute resolver (certified mediator, adjudication and certified arbitrator, expert witness), contract administrator and project manager with 18 years' experience in the domestic and commercial construction projects. My career summary is included at **Appendix A** to this report.

- 1.1.4 I, hereby acknowledge my independence and impartiality in this matter. As an expert, I understand and acknowledge my duty to provide independent and impartial without bias or prejudice.
- 1.1.5 I affirm that the information presented in this report is true, accurate, and based on my professional knowledge, skills, and experience. I have conducted my analysis diligently and have taken all reasonable steps to ensure the reliability of my opinions.
- 1.1.6 In fulfilling my duty to the court, I have adhered to the relevant standards, guidelines, and codes of conduct applicable to my field of expertise. I have conducted my analysis in accordance with recognised methodologies and best practices.
- 1.1.7 I have provided full disclosure of any limitations, qualifications, or conflicts of interest that may affect the reliability or impartiality of my opinions. Any such disclosures have been clearly stated in this report.
- 1.1.8 I am prepared to provide further clarification or assistance as required, and I will respond promptly and honestly to any questions or challenges to my evidence.

## **1.2 TERMS OF REFERENCE.**

- 1.2.1 Instruction was received from Mrs Joanne Taylor and Mr David Mounter on 11 February 2025 to review the following document and to establish the veracity of the statements, observations, assessment which Mr David Howson of Brookbanks has provided in respect of cost and duration for the construction and delivery of the project as "Primary School 2" (the subject of the expert report) made therein: -

- i) Brookbanks Primary School, Chilmington, Cost Review, Expert Report Hodson Developments February 2025.<sup>1</sup>

- 1.2.2 I have been asked to make informed comments concerning: -

---

<sup>1</sup> Developer's Expert Report (DER)

- 1) Assumptions made in the DER.
- 2) Summary of cost estimate benchmarks provided in the BCIS order of cost estimate provided.
- 3) Cost Summary Section 4.0 of the DER.
- 4) Bill of Quantities incorporated into Appendix A of the DER.

### 1.3 SCOPE OF REVIEW.

- 1.3.1 I have been informed that the developer (Hodson Developments) and Kent County Council have built an almost identical school which is referred to as Primary School 1. The DER refers to Primary School 1 as the school which has already been built and it is my understanding from the DER and briefing provided by KCC that Primary School 1 scope may be assumed to be the same as Primary School 2. Primary School 1 has been contracted and built in accordance with the Contract: -

*Contract Document Between Kent County Council and BBS Construction Ltd for New Chilmington Green Primary School Development in Ashford JCT Design and Build Contract 2016.*

I have reviewed the content of the General Arrangements of the School which are embedded within the Contract which provides me with a high level assessment of the scope of the works. This has enabled me to work with the assistance of Mr Tom Adams of McComb Partnership (see career summary in Appendix A) to establish check quantities and contemporaneous rates and charges extracted from a database of cost, Kent County Council benchmark data from an existing established construction framework which has been competitively tendered. I am cognisant of the build costs of Primary School 1 but I have not used any derived construction rates or durations therefrom.

- 1.3.2 The urgent nature of the project has prevented an in depth review of precise quantities but the provision of general arrangement, building elevation drawings and external works drawings has enabled me to review the works quantities which would be consistent with the accuracy commensurate with a RIBA Stage 2 estimate. I consider that the rates I have used to provide a cost estimate are currently available to contractors at market rates.



1.3.3 I am aware that Kent County Council have a competitively tendered construction framework

1.3.4 I have utilised contractor / construction rate benchmarks from current contracts and database information from contractor priced bills of quantities to provide an informed view of the validity of any rates presented within Mr Howson's expert report to provide validation or alternative observations.

1.3.5 In respect of the specification for consistency, for the purposes of comparison I have assumed a like for like build and fit out cost which is commensurate with the specification used by Mr Howson. I am of the opinion from the descriptions used within the more detailed cost plans that the following specifications and statutory guidelines would have to be complied with and therefore a supplementary cost would be applied to the assessment made by Mr Howson: -

- Department of Education BB103 Area Guidelines for Mainstream Schools.
- Department of Education Output Standards
- Building Safety Act provisions.
- Building Control amendments for the accommodation of Net Zero Carbon emissions – and whilst not a net Zero Carbon scheme some form of sustainable performance will be required.

I have not been directed to make any specific allowance at this time for the potential forecast impact of this legislation because I am not sighted as to the development agreement between developer and Kent County Council and whether there is an enduring obligation for the developer to have made due provision and allowance in accord with the agreements 'obligations.

1.3.6 I am aware that there are specific procurement related costs which have been identified in the summary extract of the "Bill of Quantities" at Appendix B Primary School 2 Bill of Quantities extracted from the DER. I have used Kent County Council's Construction Partnership Framework SC21025 (competitively tendered) to establish: -

(1) Design and build fees.

- a. Architect
- b. Structural Engineer
- c. Civil Engineer

- d. Mechanical and Electrical Engineer
- e. Other
- (2) Preliminaries.
- (3) KCC derived consultant fees.
- (4) Contingency and Risk.
- (5) Surveys and investigations.

## 2. METHODOLOGY.

### 2.1 OVERVIEW

2.1.1 I have used the following methodology of approach: -

- (1) Review the existing General Arrangements of internal and external works and building elevations for Primary School 1 and assumed that these are to be used for Primary School 2.
- (2) I have extracted primary quantities from the drawings as check quantities to compare my cost plan estimate on a like for like basis with the Bill of Quantities in Appendix A of the DER. Where my quantities differ from the Bill of Quantities in the DER I have used my measure.
- (3) I have used multiple sources of construction rates from a contemporaneous education database of costs which has been extracted from multiple priced bills of quantities for education projects in Kent. I have used these rates to apply to my summary bill of quantities
- (4) I have used the Kent County Council's Construction Partnership Framework SC21025 to price the cost elements listed at paragraph 1.3.6 above and inserted these elements into my summary bill of quantities to ensure that the cost estimate is on a like for like basis.
- (5) I have then reviewed the DER in detail and identified any areas of Mr Howson's report upon which I may agree or where there may be a significant disagreement.

### 3. EXECUTIVE SUMMARY.

#### 3.1 SUMMARY OF FINDINGS.

3.1.1 I have reviewed the report Primary School, Chilmington, Cost Review Expert Report Hodson Development February 2025.

3.1.2 I have reviewed and analysed two type of cost estimate produced within the report: -

(1) Bill of Quantities assessment.

(2) BCIS Estimate.

3.1.3 The Bill of Quantities Estimate produced in the report presents both an extremely optimistic but unrealistic assessment of cost. There are significant assumptions made within the estimate such as preliminaries, direct construction costs, professional fees and contingencies. There are significant elements of the work estimate which are underestimated such as external works, flooring, mechanical and electrical works, internal doors and brickwork. I have completed a parallel estimate from measured first principles, using rates and charges taken from the existing Kent County Council Framework contract and live and current construction costs. My conclusion is that the estimate presented in the Expert Report is considerably under valued: -

Element	DER Cost Plan	DER Cost £/m2	Priced Schedule of Quantities	Cost £/m2
Groundworks	208,675.89	83.00	774,870.05	319.93
Superstructure	1,316,935.01	523.00	4,297,359.77	1,774.30
Internals	2,723,656.20	1,083.00	603,079.00	249.00
Externals	661,919.34	263.00	841,314.00	347.36
Professional Fees	65,000.00	26.00	729,268.15	301.10
Preliminaries	201,015.00	80.00	565,026.57	233.29
Contractor OH&P	Incl.	-	301,246.40	124.38
Contingency	103,544.03	41.00	391,846.26	161.79
Inflation	Excl.	-	583,067.23	240.74
Fit Out	Incl.	-	772,110.85	318.79
<b>Total Costs</b>	<b>£5,280,745.47</b>	<b>£2,099.00</b>	<b>£9,859,188.27</b>	<b>£4,070.68</b>

- 3.1.4 My comparative estimate of cost is £9,859,188 versus the Developer's estimate of £5,280,745.
- 3.1.5 A BCIS estimate has been provided within the Developer Report. The report provides a BCIS Order of Cost calculation. The order of cost estimate provides an estimate of £2,099/m<sup>2</sup> which are stated to be within the BCIS range anticipated for a similar project but my calculations determine that the calculation is not on a like for like basis when taking into account those items that the BCIS estimate excludes and therefore the adjusted benchmark should be £2,262/m<sup>2</sup>. I therefore find that the quoted cost of £2,099/m<sup>2</sup> is lower than the lowest BCIS benchmark cost.
- 3.1.6 The report provides a BCIS Order of Cost calculation which equates to an estimated build cost of £7,740,000. I have completed a BCIS Order of Cost estimate which equates to £10,300,000. The difference in estimate reflects that the Developer's Expert Report does not fully estimate the full cost, risk reasonably anticipated and where indices are chosen within the BCIS framework the indices used are chosen to achieve the lowest cost possible. When these indices are compounded they represent a grossly under valued out turn cost of build.
- 3.1.7 In summary my estimate of build cost for Primary School 2 is between £9,859,188.27 and £10,300,000.**

#### **4. BASIS OF EVALUATION.**

##### **4.1 BILL OF QUANTITIES.**

- 4.1.1 I have prepared a Schedule of Priced Quantities in Appendix B to my expert report.
- 4.1.2 I have considered the following documents as provided to me: -
- (1) "Primary School 2 Bill of Quantities" from the DER.
  - (2) Drawings as provided by David Mounter of KCC, including but not limited to:-
    - i. Primary School 1 - Annex 20 Contractor's Proposals - Appendix 5 Drawings and Schedules,
    - ii. General Arrangements; Ground Floor,



- iii. General Arrangements; First Floor,
- iv. General Arrangements; Roof Layout,
- v. Architectural Elevations,
- vi. Architectural Detailed Section.
- vii. Ceiling Finishes; Ground Floor,
- viii. Ceiling Finishes; First Floor,
- ix. Floor Finishes; Ground Floor,
- x. Floor Finishes; First Floor,
- xi. Window Schedules,
- xii. Internal Door Schedules.
- xiii. Civils and Structures Pack,
- xiv. Foundation Layout,
- xv. Steelwork arrangements,
- xvi. Structural Sections,
- xvii. Drainage Strategy.

## 4.2 COMMENTARY ON DER BILL OF QUANTITIES.

### 4.2.1 Substructure.

4.2.1.1 Commentary is made below upon the DER BoQ which is in support of my **Appendix B** Priced Schedule of Quantities and reflects the more substantive observations:-

- (1) There is no provision for excavation, which has been assumed part of the 'Labour' provision which, if correct, is an inadequate allowance for the Works.
- (2) There is no provision for disposal of excavated material on site / off site.
- (3) There is no provision for Reduced level dig.
- (4) The Provision of 4 men for 3 weeks (60 working days) for substructure cannot be assessed and has not objective valid assessment.
- (5) The labour rate of £200/Day is not representative of market rates unless for an unskilled operative. There is no allowance for enhanced rates for site foreman,

skilled operatives or plant operatives, all of which would attract an uplift in cost resulting in an underestimate.

- (6) Facing brickwork has been allowed at £350/1000, with blockwork valued based on 'Travis Perkins quote... - Appendix 2'; This has not been made available. The rate of £350/1000 bricks is not reflective of the market. A like for like comparison (as the brick specification has not been referenced) is not available but a market rate for 'Buff Wirecut facing bricks' is £696.64/1000 (Reference Wienerberger Harvest Buff Multi Wirecut Facing Brick; £3133.20/5000 + Delivery (£350)) which is believed to be a fair comparison. Overall the allowance made for brickwork is wholly inadequate.
- (7) The rate applied for blockwork is also not considered reflective of the market. A rate of £1.83/block (£18.30/m<sup>2</sup>) is more representative than that allowed within the DER bill of quantities.
- (8) The labour rates applied for masonry are insufficient; Based on Labour / Material Masonry rates received over the last 6 months across a wide spread of similar education projects the following rates are considered to be more representative:-
  - Facing Brick; Labour only - £68 - £86.90/m<sup>2</sup>
  - Blockwork; 100mm; 7N/mm<sup>2</sup>; Labour only - £30 - £36.75/m<sup>2</sup>
  - Blockwork; 100mm; 10N/mm<sup>2</sup>; Labour only - £32.24 - £36.75/m<sup>2</sup>
  - Blockwork; 100mm; 22.5N/mm<sup>2</sup>; Labour only - £36 - £38.69/m<sup>2</sup>
- (9) There is no provision for forming cavities, insulation, damp proof courses or closing cavities.
- (10) Comparative cost for masonry below ground is £77,794.20 which is more than double the allowance made in the DER BoQ.
- (11) Beam and Block floors 150mm thick have been included at a supply rate of £28.50. The labour provision has been based on 4 men for 8 weeks

(160 working days) and when compared to market combined rates the allowances in the DER are inadequate.

- (12) The labour rate of £200/Day is not considered representative of market rates unless for an unskilled operative. There is no differentiation between site foreman, skilled operatives or plant operatives, all of which would attract an uplift in cost.
- (13) The combined cost of Beam & Block and Labour is £74,465, equating to £49.98/m<sup>2</sup>. We would not consider that this is representative of market rates, which are closer to £85/m<sup>2</sup> or an addition of 40% or **+£30,679.58**.
- (14) As part of 'Ground Floor Construction' we have considered Screed. The comparative cost for ground floor construction is £215,080.00; This represents an uplift of +£140,391.40 however like for like is **+£54,511.40**.

#### Superstructure

4.2.1.2 The Internal and External walls have been assumed as traditional masonry construction, with Facing Brickwork outer leaf and 100mm 10N Block internal leaf.

- (15) The quantity of approx. 990m<sup>2</sup> has been validated, with the check measure at 1,064m<sup>2</sup>.
- (16) There is no provision for forming cavities or cavity trays.
- (17) Combined the internal and external walls represents a shortfall in estimate in the DER of **£221,185.90**.

4.2.1.3 It appears that the Roof has been assumed as Timber structure. This is considered inappropriate for a School, where plant installations are typically installed at roof level. Further, the changes in Building Regulations (in particular Fire), make timber

roofs very difficult to install in commercial buildings. We have therefore assumed that this will be composite Concrete.

(18) Taking into account all elements of comparison the roof represents a shortfall in estimate of the DER of **£180,345.05**.

4.2.1.4 The Steel Frame appears to be significantly under valued with Assumptions contained within the Estimate state “Central Steels to carry first floor planks & ceiling - 286m @ £300/m. Labour - 15% of material cost”. A reconciliation of the Steelwork based on Structural Drawings from ‘PS1’ represents an uplift of **+£501,216.00**.

#### 4.2.2 Upper Floors & Stairs

4.2.2.1 Provision has been made for the upper floors to be Pre-Cast Concrete, with Stairs also covered in the ‘Sub-Contract works with a representative uplift of **+£76,886.36**.

#### 4.2.3 Internal Finishes

4.2.3.1 The Estimate allows for drylining to ‘walls and ceilings’, based on ‘All rooms both GF and FF all walls and ceilings’. The external walls would be dryline but would hardwall plaster the internal walls. Further, the ceilings are likely to be suspended plasterboard tiles. The ceiling finishes do not appear to have been assessed in the estimate. This represents an uplift of **+£129,793.00**.

#### 4.2.4 Internal Doors

4.2.4.1 The works associated with Internal doors has been split between Doors Linings, Internal Fire Doors, Ironmongery and 2nd fix Carpentry – Labour only. Cubicle works appear to be missing. Using an extensive database for doors and IPS/cubicles comparative total for the Internal Doors and IPS/Cubicle works is £228,955.00; This represents an uplift of **+£179,007.84**.



#### 4.2.5 Floor Finishes

- 4.2.5.1 The Screeding works have been considered in this heading, along with heavy duty vinyl flooring. The provision for 'Heavy duty Vinyl flooring' to all floor areas is not appropriate and does not meet DfE GDB Technical annex 2D: internal elements and finishes; Table 5. The rate applied (£16/m2) is a supply only rate. There has been no provision for latex levelling screed under vinyl. There is no consideration for Barrier Matting to entrance areas nor for Skirtings. This represents an uplift of **+£149,696.36**.

#### 4.2.6 Internal fit out to all rooms

- 4.2.6.1 An item has been included for "Allowance of £750 per pupil for IT & £1,500 per pupil for furniture, fittings & equipment (including school kitchen). Based on 420 pupils"; The total value of these works are £945,000.00. Included provision below the line for Loose FFE and IT at 10% of Contract Value; £745,455.18 – **Reduction of -£199,544.82**.

#### 4.2.7 Mechanical, Electrical & Public Health

- 4.2.7.1 Works for Plumbing & Heating, Electrical & Lighting, Door Entry, Lift and AOV have been included under sub-contract works in 'Internals'
- 4.2.7.2 I have reviewed three metrics for comparison:-
- 712. Primary Schools,
  - 712.8 Primary Schools – Mixed Facilities
- 4.2.7.3 I have utilised the Mean Rates for '5.08 – Electrical Installations', '5.11 – Fire and Lightning Protection' & '5.12 – Communications and Security Installations' '712. Primary Schools' Mean rate is £433/m2, with '712.8 Primary Schools – Mixed Facilities' mean rate £401/m2. I have therefore applied an average rate of £417/m2. We have utilised the Mean Rates for '5.01 – Sanitary Installations', '5.03 - Disposal Installations', '5.04 - Water Installations', '5.05 - Heat Source', '5.07 - Ventilating Systems'. '712. Primary Schools' Mean rate is £348/m2, with '712.8 Primary Schools – Mixed Facilities' mean rate £326/m2 and have therefore applied an average rate of £337/m2. There is provision for 'Firestopping' at £61,250.00,

which is part of Builders Works in Connection. I have utilised the Mean Rates for '5.14 – Builders Work in Connection with Services (BWIC)'. '712. Primary Schools' Mean rate is £29/m2, with '712.8 Primary Schools – Mixed Facilities' mean rate £37/m2. We have therefore applied an average rate of £33/m2. My considered assessment for the works totals £1,951,114.00. This represents an uplift of **+£544,309.49**.

- 4.2.7.4 This is not considered to include any Net Zero installations required as part of DfE OS.

#### 4.2.8 Preliminaries.

- 4.2.8.1 Pre and post contract preliminaries within the DER Bill of Quantities have been set at £201,015.00. The Kent County Council Framework, which has been competitively tendered, breaks down actual prelims charged per scheme for education projects within Kent for projects between £5m - £10m. Taking the mean of four contractors the equivalent framework cost is £565,026 meaning an uplift of **+£364,011**. I have checked and benchmarked similar education projects and found these to be representative.

- 4.2.8.2 The DER Bill of Quantities makes no separate provision for overhead and profit which I have applied benchmarked OH&P of **£301,246**.

#### 4.2.9 Fees.

- 4.2.9.1 Fees within the DER Bill of Quantities have been set at £65,000. They are listed by discipline but do not include, planning advice, Building Control Principal Designer, Principal Designer, acoustics, ecology, site investigations et al. The Kent County Council Framework, which has been competitively tendered, breaks down actual fees to be charged per scheme for education projects within Kent for projects between £5m - £10m. Taking the mean of four contractors the equivalent framework cost is £729,268 meaning an uplift of **+£664,268**. I have checked and benchmarked similar education projects and found these to be representative especially when critical elements such as site investigations, ecology, UXB studies and other elements critical to planning condition discharges have not been allowed for. Whilst the observation may be made that elements of design may already be completed as a result of the design complete in Primary School 1 it is highly

unlikely that there will be a substantive transfer of design to Primary School 2 which might be used again.

#### 4.2.10 Contingency.

4.2.10.1 The contingency level set with the DER Bill of Quantities is set at 2%. This is wholly inadequate given the unknowns in terms of ground conditions, local geography, unforeseen conditions and design development. Lack of visibility of potential planning conditions also represent a significant risk for which the project has no knowledge. Contingency set at £103,544.03 is wholly inadequate and insufficient for this stage of the development. In my experience I have never seen a contingency sum set so low on similar projects. The Schedule of Quantities estimate sets the contingency sum at £391,846. An uplift of **£288,302** is therefore calculated.

#### 4.2.11 Summary

4.2.11.1 In direct comparison of Bill of Quantities in DER with my Priced Schedule of Quantities as detailed in Appendix B the DER estimate is considered to be significantly under estimated and therefore I find that it is not a reliable estimate in order to provide an estimate of works and no conclusions or basis of adjustment may be construed from it.

4.2.11.2

**Table 1 - Summary Table Comparison DER Bill of Quantities and Priced Schedule of Quantities.**

GIA Assumed = 2422m2

Element	DER Cost Plan	DER Cost £/m2	Priced Schedule of Quantities	Cost £/m2	£/m2 Rec Ex Fees
Groundworks	208,675.89	83.00	774,870.05	319.93	
Superstructure	1,316,935.01	523.00	4,297,359.77	1,774.30	
Internals	2,723,656.20	1,083.00	603,079.00	249.00	
Externals	661,919.34	263.00	841,314.00	347.36	
Professional Fees	65,000.00	26.00	729,268.15	301.10	
Preliminaries	201,015.00	80.00	565,026.57	233.29	

Contractor OH&P	Incl.	-	301,246.40	124.38	3,048.26
Contingency		103,544.03	41.00	391,846.26	161.79
Inflation	Excl.	-	583,067.23	240.74	
Fit Out	Incl.	-	772,110.85	318.79	
<b>Total Costs</b>		<b>5,280,745.47</b>	<b>2,099.00</b>	<b>9,859,188.27</b>	<b>4,070.68</b>

#### 4.2.12 Summary Comparison of DER Bill of Quantities.

- 4.2.12.1 The DER Bill of Quantities identifies
- 4.2.12.2 The document presented as a Bill of Quantities in the DER is not a traditional measured Bill and can be said to be a high-level measured approximation of the work scope, with sweeping generalisations and composite works items.
- 4.2.12.3 The quantities contained within the Bill have been checked and whilst I can find no significant high level quantities discrepancies however, there is a noticeable lack of detail within the BoQ. This will mean that if the estimate uses high level quantities the rates should be consistently higher than the base rates applied because they have to encompass more expensive features not included elsewhere. There will be significant errors in the rates being applied.
- 4.2.12.4 The Bill refers to Appendices which contain quotations which have not been included within the report. I have taken the opportunity to benchmark specific rates using a wide range of contemporaneous actual cost data including that available from Kent County Council Framework.
- 4.2.12.5 The document presented as a Bill of Quantities in the DER is not a traditional measured Bill and can be said to be a high level measured approximation of the work scope. The document is not a sound or reliable measure of the realistic outturn cost of the project.



### 4.3 COMMENTARY ON BCIS ORDER OF COST ESTIMATE.

#### 4.3.1 Developer's Bill of Quantities Appendix B.

4.3.1.1 The DER makes little reference to the Bill of Quantities except to state that the calculated £2,099/m<sup>2</sup> rate quoted is within the “benchmarking cost ranges”. Mr Howson extracts a section from the BCIS indices which identifies the Building Function profile as “712.8 Primary Schools – mixed facilities (15).

4.3.1.2 As can be seen from Figure 1 below the Expert has chosen the lowest £/m<sup>2</sup> class to calculate the “cost ranges” used to determine if the estimate provided within the NER Bill of Quantities is a reasonable provision. However, I can see that the actual range of £/m<sup>2</sup> rates are actually significantly higher for the most appropriate classification of build which is “Over 2000m<sup>2</sup> GFA (15).” Which increases the lowest £/m<sup>2</sup> GFA rate from £1060/m<sup>2</sup> quoted in the DER to £1,932/m<sup>2</sup>.

#### £/M2 STUDY

Description: Rate per m<sup>2</sup> gross internal floor area for the building Cost including prelims.

Last updated: 08-Feb-2025 08:00

Rebased to 1Q 2025 (403; forecast) and Ashford ( 113; sample 27 )

MAXIMUM AGE OF RESULTS: DEFAULT PERIOD

Building function (Maximum age of projects)	£/m <sup>2</sup> gross internal floor area						Sample
	Mean	Lowest	Lower quartiles	Median	Upper quartiles	Highest	
New build							
712. Primary schools							
Generally (15)	3,343	1,924	2,783	3,282	3,755	8,349	154
Up to 500m <sup>2</sup> GFA (15)	3,435	1,948	2,915	3,315	3,690	4,862	26
500 to 2000m <sup>2</sup> GFA (15)	3,457	1,924	2,751	3,335	3,928	8,349	52
Over 2000m <sup>2</sup> GFA (15)	3,232	1,932	2,810	3,256	3,709	5,632	76
712.8 Primary Schools - mixed facilities (15)	2,986	1,098	2,438	3,044	3,529	4,961	73

Selected by Expert.

Appropriate and Closest Match Build Function.

Figure 1 BCIS Extract

- 4.3.1.3 The DER does not communicate that there are exceptions and exclusions to this £/m2 rate including: -

Rate Excluded from BCIS £/m2 <sup>2</sup>	Cost to be Deducted from the NER BoQ Estimate	Cost to be Deducted from the Priced Schedule of Quantities
Contingency	£103,544.03	£391,846.26
External Works	£661,919.34	£841,314.00
Abnormal Items <sup>3</sup>	-	-
Professional Fees	£65,000	£729,268.15
Total	£830,463.37	£1,962,428.41
£/m2 (GIA) 2,516/m2	£330.07/m2	£779.98/m2

Therefore, if by the admission in the DER Bill of Quantities includes these items that are separate to the BCIS estimate then the Building Function Category Over 2000m2 GFA calculated at £1,932/m2 must be adjusted by £330.07 to make allowance for the project making the BCIS estimate £2,262 / m2.

- 4.3.1.4 Even if I use the calculation provided in the NER – giving all the latitude possible to the veracity of the assumptions within the report and the NER Bills of Quantities (which I fundamentally disagree with) I conclude that the statement made by Mr Howson in paragraph 4.1 of the NER are incorrect and **that the costs presented are NOT within the benchmarked cost ranges of the BCIS.**

Adjusted benchmark BCIS = £2,262/m2.

Estimated Construction Cost BoQ = £2,099/m2.

- 4.3.1.5 This means that in the range of Primary Schools above 2000m2 this estimate would be considered to be the cheapest build cost in the whole country. I do not consider this to be a plausible scenario, and the BCIS comparison supports my affirmation that the NER Bill of Quantities is unrealistic and unachievable.

<sup>2</sup> Refer to BCIS assumptions.

<sup>3</sup> Common to both estimate as NER BoQ contains no provision.

4.3.1.6 At paragraph 3.4 of the NER Mr Howson makes reference to a BCIS calculation contained within **Appendix A** of the NER. In reviewing Appendix A Mr Howson uses a building estimate cost of £2,642/m<sup>2</sup> and an external works allowance of £270,000. However, Appendix B estimate (on a like for like basis) allows for a sum of £661,919 (below my estimate of £841,314) and therefore appears to be another significant under estimate of cost.

4.3.1.7 I have also reviewed other variables within the estimate: -

- (1) The estimate is not forecast for expected date of build so there are no inflationary allowances made to take into account future build.
- (2) Mr Howson uses "Select alternative location" (Kent 109). In actual fact the construction is located in Ashford which is indexed at 113. This represents a further 4% underestimate in cost.
- (3) Design fees have been adjusted above the £65,000 made in the Appendix B Bill of Quantities but the sum of 2% is wholly inadequate for the reasons stated above in paragraph 3.3.6.1.
- (4) The BoQ allowance for risk is 2%. The BCIS estimate referenced in Appendix A only makes allowance for £76,650 which is 1%. Paragraph 3.3.7.1 above identifies the inadequacies and unrealistic allocation of 2% and therefore halving the risk allocation is not consistent with a realistic out turn cost.

4.3.1.8 Using adjustments to the base calculation the estimate of cost would be significantly elevated. I do not find it necessary to re-calculate the BCIS assessed cost because the number of adjustments, factors and indices chosen within the analysis would be significant and therefore not representative. However, taking high level adjustments as previously identified and calculated I can say estimate an approximate adjustment that would need to be made as follows: -

Cost Head	Adjustment	Cost Impact
Externals	Raised to £841,314	£571,314
Location Index	Ashford 113 on £6,647,272 calculated as £864,145 addition.	£265,891
Design Fees	Allowance made at £150,311 but £729,268 allowed for	£578,957

Risk	Allowance for 5% risk allowance.	£306,600
<b>Total Adjustment</b>		<b>£1,722,762</b>
<b>Appendix A Estimate</b>	<b>£1,722,762</b> +	<b>£9,462,762.</b>
	<b>£7,740,000</b>	

4.3.1.9 I have completed a cost estimate using BCIS on a similar basis to Mr Howson which I attach in Appendix B to this report. As can be seen BCIS is variable in output and depends entirely on the indices chosen and but the difference in estimate is significant. The estimate provided by BCIS for my scenario is £10,300,000 including an inflation allowance.

4.3.1.10 Therefore, I can conclude that the estimated out turn cost of the BCIS estimate on a like for like appraisal basis would need to be adjusted for underestimated cost heads.

#### 4.4 COMMENTARY ON NER CONCLUSIONS.

##### 4.4.1 Cost Summary Section 4.0

4.4.1.1 I agree with Mr Howson that for a traditionally constructed load bearing masonry wall school a construction duration of 64 weeks is realistic.

4.4.1.2 As presented the various benchmarks are commented upon: -

(1) I do not agree that the NER Appendix B Bill of Quantities is realistic or within BCIS cost ranges.

4.4.1.3 As presented the various benchmarks are commented upon: -

(2) I do not agree that the report identifies realistic BCIS in Appendix A and that my calculation estimate between £9,462,762 and £10,300,000 which is the equivalent of £3,7610 / m<sup>2</sup> and £4,048/m<sup>2</sup> which I considered to be more appropriate.



- 4.4.1.4 In summary the cost calculations whether by direct cost estimation through a Bill or Quantities or by BCIS calculation are invariably presented in a manner in which the out turn costs are minimised to their fullest extent which does not present a realistic assessment of cost.

#### 4.5 EXPERT'S INDEPENDENCE.

- 1.1 I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer.

Marcus Cato

Digitally signed by Marcus Cato  
DN: C=GB,  
E=marcus.cato@mccombs.co.uk,  
O=McComb Partnership Ltd,  
OU=Managing Director, CN=Marcus Cato  
Date: 2025.02.17 14:10:03Z00'00'

Signed .....

Marcus Cato BEng, MSc, MICE, FCI Arb, FRSA, CEng.

## Appendix A: Career Summaries

Marcus Cato

Tom Adams.



## PROFILE

Marcus specialises in large project strategic cost and commercial management, and international dispute resolution. Registered Arbitrator and Mediator Chartered Institute of Arbitrators, Kigali International Arbitration Centre., African Arbitration Association Organisation for Islamic Co-operation – Arbitration Centre

9 years with a major civil engineering contractor construction and construction claims departments, 9 years as a client with a blue chip infrastructure company as Senior Project Manager and Commercial Manager – Claims and Counterclaims and 12 years as commercial consultant and owner of a long established consultancy practice.

Currently working throughout East Africa working from both the UK and Kigali Rwanda Marcus has built an international business base over the past 6 years and have represented clients such as Pfizer, GlaxoSmithKline, Source8 internationally as well as working for international clients developing projects in excess of \$20m.

As a Fellow of the Chartered Institute of Arbitrators and a member of the Board of Management and Honorary Secretary of the South East CI Arb Committee he has continued a distinguished career as a contract procurement expert, starting in 1999 in Scottish Power Southern Water as commercial manager supporting the legal department in complex construction contracts in excess of £100m and

# MARCUS CATO

## CHARTERED ENGINEER

## EDUCATION

BEng (Hons) – University of Wales, Cardiff.  
MSc- Southbank University, London.  
Diploma in Management – Cardiff.

## PROFESSIONAL MEMBERSHIPS

Fellow of the Chartered Institute of Arbitrators (CI Arb) - 2017  
Fellow of the Royal Society of Arts - 2019  
Chartered Engineer (CEng) - 1995  
Member of the Institute of Civil Engineers - 1995  
Member of the Association of Project Safety - 2010  
Kigali International Arbitration Centre Registered Arbitrator, Mediator and Adjudicator – 2018  
Organisation for Islamic Co-operation – Arbitration Centre.

## COMMERCIAL POSITIONS

Registered Mediator – CI Arb 2016  
Registered Arbitrator – CI Arb 2018  
Member of Board of Management – CI Arb 2018 - 2022  
Chair of the Board of Management – CI Arb 2020 - 2022  
Honorary Secretary of the UK South East Branch CI Arb - 2014 – 2022.  
Joint Deputy Chair and Founding Member Rwandan Branch of the CI Arb  
Member of the CI Arb Adjudication Specialist Committee (International Adjudications)  
Member of the CI Arb Practice and Standards Committee

## ADVISORY POSITIONS

All Party Parliamentary Group on Alternative Dispute Resolution in the Judiciary.  
Voluntary organizer and principal negotiator for joint judicial co-operation agreement between the Rwandan and UK Judiciary in the matters of commercial dispute resolution. Includes development of adjudication and mediation within the Rwandan judiciary.  
CI Arb strategy and advisory position for adjudication and mediation.

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subsequently becoming versed in contracts such as FIDIC, IChemE, NEC4, JCT, GC Works. Marcus is both a Certified Mediator and Arbitrator.

Most recently within the last 3 years Marcus has commercially managed 3 large complex pharmaceutical primary factory developments for GlaxoSmithKline in excess of £240m. In addition he has created procurement contracts for planned and reactive maintenance contracts for Kent Police, supported a new way of procurement working for St George's University but also worked extensively for the NHS on multiple projects.

Marcus is also Project Manager and Commercial Director for a \$20m office block development in Kigali and completed the Rwandan National Cricket Stadium.

Marcus has strong commercial contract skill and is at home resolving disputes in the UK as well as complex cross border disputes in East Africa. Currently Marcus provides commercial support for the largest building and civil engineering contractor in Rwanda.

His commercial experience is based upon over 20 years as a Chartered Engineer working on complex projects as Tunnelling Project Manager, Process Treatment Works Designer, Geotechnical Engineer, Heavy Civil Engineering Site Agent for roads, airports, bridges train stations.

#### **CERTIFICATES**

Chartered Engineer (CEng)

Member of the Institution of Civil Engineer (MICE)

Fellow of the Chartered Institute of Arbitrators (FCIArb)

Fellow of the Royal Society (FRSA)

Registered Member of the Association for Project Safety (RMAPS)

#### **ADDITIONAL QUALIFICATIONS**

- Registered Mediator – Chartered Institute of Arbitrators

#### **COMMERCIAL EXPERIENCE**

- Marcus specialises in dispute management, conflict avoidance, and international dispute resolution in multiple jurisdictions in the areas of large project strategic cost and project management. Registered Arbitrator and Mediator with the Chartered Institute of Arbitrators, Kigali International Arbitration Centre Organisation for Islamic Co-operation Arbitration Centre.
- 25 Years experience as IChemE, NEC, FIDIC, JCT contract administrator and expert on multiple complex process and infrastructure projects in excess of £500m. Expert under the Contract, valuations, remeasurement, claims evaluation and EOT evaluation as principal client representative for Southern Water, and Blue Chip Pharmaceutical clients.
- 18 years experience of managing and administering complex projects for blue chip clients in the United Kingdom.
- 10 years experience in the management and administration of FIDIC contracts including hospitals, major transport infrastructure, consultancy agreements and commercial developments.
- 9 years with a major civil engineering contractor construction and construction claims departments, 9 years as a client with a blue chip infrastructure company as Senior Project Manager and Commercial Manager – Claims and Counterclaims and 12 years as commercial consultant and owner of a long established consultancy practice.
- Has lead a team of Quantity Surveyors and Quantum Experts in the forensic appraisal of £30m of disputed actual cost, including the tracking of programme / progress, works complete, claims for additional cost in principle and quantum and analysis of damages due under the contract.
- As a Fellow of the Chartered Institute of Arbitrators and a member of the Board of Management and Honorary Secretary of the South East CI Arb Committee he has continued a comprehensive career as a contract procurement and claims expert, starting in 1999 in Scottish Power / Southern Water as commercial expert supporting the legal department in complex construction contracts in excess of £100m and subsequently becoming versed in contracts such as FIDIC, IChemE, NEC4, JCT, GC Works. Marcus is a member of the Chartered Institute

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- Registered Arbitrator – Chartered Institute of Arbitrators
- Diploma In Management

of Arbitrators Practice and Standards Committee setting technical standards for arbitration, adjudication and mediation and is on the CI Arb Adjudication Specialist Group for African and Middle East setting policy as global representative.

- Marcus has commercially supported large complex pharmaceutical primary factory developments for in excess of £250m. In addition he has created procurement contracts for planned and reactive maintenance contracts for Local Government, supported a new way of procurement working for Universities and Health organisations but also worked extensively for the NHS on multiple projects.

## RECENT NOTABLE EXPERIENCE

**2023 – Quantum Expert Witness.** International construction quantum analysis in Johannesburg RSA providing Expert Reports and Evidence at arbitration tribunal and High Court.

**2022 – 2023 UK Judicial Office.** Working with the Judicial Office to set up a judicial working panel across to review best practice in Alternative Dispute Resolution and create a working group with nine East African countries in cross border co-operation in the fields of adjudication and mediation.

**2018 – Present Expert Witness.** Various expert witness reports on quantum and delay valuations and value of terminations process plant and petrochemical plants – disputes ranging from \$2m - \$30m.

**2010 – 2022 Adjudicator and Mediator.** Various party representative roles on multiple construction projects acting for contractor and client. Mediator for various construction and company partnership disputes. Conducted in the UK, Rwanda and Uganda.

**2020 – 2021 Cost and Commercial Bid Manager Team RCL Bugesera International Airport Rwanda –** Bid team manager for commercial, estimating and programming and commercial appraisals.

**2019 - 2021 Roko Commercial Management Rwanda and Uganda** – Various arbitrations and claims up to \$7m including rebuttal of performance claims as party representative, final account dispute evaluation for education projects in excess of \$10m.

**2018 - 2020 Large Pharma Primary Plant Dispute** – Leading and commercially managing the strategy for a large pharmaceutical plant and forming part of the project board tasked with the resolution of claims and counter claims but also taking the lead on the resolution of supply chain claims for additional cost and time. This was achieved

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using a forensic team of quantity surveyors and quantum experts reviewing the principles of claim made by a management contractor and the supply chain of a £240m complex pharma plant. A full review of payments made, supply chain correspondence, programme and progress evaluation and also remeasurement of actual works such as complex pipework, plant, equipment and temporary works was undertaken. Includes a counter claim for failure in duty and obligation of the management contractor (recovering £2.2m of fees) where fees were overclaimed or not completed in accordance with the contract, successful contra charge for repair of faulty process plant and design failure of sprinkler systems. The heads of counter claim which were advanced and successfully recovered were: -

- i. Over recovery of subcontractor preliminaries for the civil and building element of the plants.
- ii. Extension of time application for civil and building elements including critical path analysis completed with scheduling experts.
- iii. Vent calculation mistakes made at design stage and evaluation of impact of correction and delay including assessment of the principle of negligence and zero cost application to works.
- iv. Recovery of cost against the evaluation of ventilation design and the failure to take into account existing vent systems.
- v. Evaluation of pipework completed on daywork and the over application of quantity completed and the incorrect use of rates and charges and day works.
- vi. Over recovery of mechanical and electrical preliminaries as part of the measured works.
- vii. Evaluation of cost and liability for the repair of plant and equipment.
- viii. Evaluation of liability against the design of the building sprinkler system.
- ix. Incorrect evaluation of claims for weather and disruption not in accordance with the contract.
- x. Incorrect remeasurement of civil and mechanical and electrical work leading to gross overmeasurement by the subcontractors and revealing duplication and over claiming not managed by the management contractor.
- xi. Failure in duty of the management contractor.

## **RELEVANT PROJECTS – PRACTICAL EXPERIENCE OF CONSTRUCTION**

**ROAD AND STRUCTURES SECTION AGENT.** Construction planning and programming all aspects of heavy civil structures and roadwork,

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site Health and safety co-ordinator. Managed and negotiated all purchasing functions for the site.

**RUNWAY REPLACEMENT SECTION AGENT.** Construction management for the replacement of Heathrow Airport taxiways and statutory services infrastructure. Responsible for control of all aspects of airside construction, health and safety, programme, resource and cost monitoring / development.

**PROJECT MANAGER PROJECT CONTRACT ADMINISTRATOR].** Marcus provided the concept design for the wastewater storage tunnel and 6m<sup>3</sup>/second stormwater pumping station. Design management of the scheme during inception and feasibility and detailed design. Project and Design Management of Scheme comprised 6.5m diameter, 1600m long stormwater storage tunnel urban stormwater terminal pumping station. Managed commercial control / tender negotiation and primary author of contract. Management of scheme planning permission. Included, design co-ordination of multidisciplinary teams for process, mechanical, electrical, automation control, civil, architectural / building and commercial. Public liaison role included local council interest groups, planning committee, Mayor's Office and MP's.

**DESIGNER.** Civil engineering designer for contractors and Southern Water. Structural foundation design and geotechnical design for buildings piling and process plants.

Wastewater process designer for water treatment and wastewater treatment, pumping stations and treatment plants. Includes revolutionary designs for managing grit and solid build up in wastewater tunnels and tanks.

# THOMAS ADAMS

**BSc (Hons), MRICS, AMICE, NECReg**  
DBS Checked, CSCS trained, NPPV Lvl2

Chartered Quantity Surveyor, Employers Agent & Project Manager



Thomas acts a Framework Lead Consultant for multiple Clients across varied sectors, including Health, Education, and Industrial. With a proven record for delivering schemes of varying size and complexity, with a specialism in providing leadership on fast paced, high impact schemes. Having delivered over 40 schemes for West Sussex County Council (Approx. Value £60m) and a further 120+ Feasibilities, Thomas is currently working with Kent County Council on various schemes that include a 3 Form Entry Annexe School, providing over 4000m2 of Teaching accommodation, along with Kent and Medway NHS and Social Care Partnership Trust delivering a new 30 bed Mental Health ward facility. He has successfully developed strong Client relations on a number of Frameworks.

Schemes delivered vary in value from £80k to £18m, with an ability to oversee and manage all aspects of a project, from conception to completion. Providing expertise within estates and finance functions on a variety of schemes from initial Feasibility/OBC to FBC approval, procurement advice, tender preparation, evaluation and recommendation through to management of Pre-Construction and Construction Phases.

Through the delivery of schemes that have adopted Two Stage tender procedures, an interest in forensic review of open book tenders and two-stage tenders developed, with ensuring best value delivered to Clients a primary objective. The ability to negotiate both tenders and Final Accounts is assisted with a strong background in Bills of Quantities, pricing, and tender evaluation. This has enabled invaluable support to Clients during the tendering process, ensuring that they receive the best possible value for project delivery and Contracts that are well structured and considered.

This enables effective Contract Administration and contract change management, better managing changes in scope or budget effectively and ensuring that the project stays on track. Appointments acting as Employers Agent enable demonstration of skills through Construction and to handover, including the ability to manage Snagging and defects.

Specialism in

- Employers Agent Role,
- Contract Administration,
- NEC4 Accredited Project Manager,
- Change Control Management.
- Measurement, Bill of Quantities and Cost Preparation,
- Tender Analysis and tender interrogation,
- Two Stage open book forensic interrogation & negotiation,

**Professional Qualifications:**

Chartered Member - Royal Institution of Chartered Surveyors (MRICS)  
Associate Member – Institute Civil Engineers  
NEC4 Accredited Project Manager & listed on NEC Register of practitioners.

**Education:**

BSc (Hons), First Class – Quantity Surveying

**Positions Held:**

2020 – Current  
Head of Cost Management –  
**McComb Partnership Ltd**  
2016 – 2019 Senior Q.S./Project Manager –  
**McComb Partnership Ltd**  
2006 – 2016 Trainee / Graduate / Intermediate  
Q.S./Project Manager – **McComb Partnership Ltd**

## Sample Recent Projects

International

**2017 – Present - Nobelia Tower – Kigali, Rwanda– Habi - \$23m – Cost and Project Management**

Domestic

**2022 – Present - Kent and Medway NHS and Social Care Partnership Trust – Approx £22m – Lead Quantity Surveyor**

**2020 – Present – Kent County Council – Approx. £45m – Framework Manager, Lead Quantity Surveyor**

**2018 – 2022 – Aston Mansfield – Froud Centre GP Surgery – £2.5m – Cost and Project Management**

**October 2012 – April 2019 - West Sussex County Council – Approx. £60m - Framework Manager (Education), Employers Agent, Lead Quantity Surveyor**

MPL Frameworks Supplying Key Strategic Clients with Quantity Surveying Services

Shared Business Services Framework – NHS, Medway Council, Kent County Council.

## Strengths and Project Achievements

Strong understanding and ability to forensically analyse Two Stage tenders and sub-contractor packages. Led to saving at Tender negotiation stage through Tender Queries, including striking out MCD's. Recent Two Stage projects values include £16.6m, £7.2m & £3.6m.

Completion of Bills of Quantities for projects up to \$23m, including full Bills of complex Mechanical and Electrical installations. Change management for Bills of Quantities through evolution from RIBA 3 to RIBA 4, with change log issued to Client to clearly track cost and scope changes.

Contract Administration and Change Management on Schemes valued from £80k to £7.2m

**McComb Partnership Ltd- Consultant Commercial, Project and Cost Managers**

07/06 – Present

**Head of Cost Management** (current); 4 internal staff up to 3 external staff.

- Client facing Commercial Lead on schemes ranging from £40k to £22m providing Quantity Surveying, Contract Administration, Commercial Support, NEC Project Manager and Employers Agent services.
- Lead on development of internal Detailed Cost Planning structure and process, along with constant improvement on output.

Experience includes:-

**Kent and Medway NHS and Social Care Partnership Trust – Approx £22m – Lead Quantity Surveyor**

Providing Quantity Surveying services for the provision of a new 30 bed Adult Mental Health residential ward. Current proposals allow for the demolition and decant of 2nr existing buildings with the new provision to be across approx. 2,200m<sup>2</sup>. MPL have provided Detailed Cost Estimates at RIBA Stage 0 & RIBA Stage 1 on multiple options to inform Business Case decisions, along with developing the Stage 2 Estimate to latest design information.

**Kent County Council – Approx. £45m – Framework Manager, Lead Quantity Surveyor**

Providing Quantity Surveying services for Education and 'GET' schemes. Typical role included Procurement advice, preparation of tender documents, tender evaluation and recommendation through to management of Pre-Construction and Construction Phases. Where two stage tenders/negotiated tenders were present detailed interrogation of submitted Cost Estimates and Cost Plans, review of Sub-Contractor quotations where received and financial cost reporting through Pre-Construction phase. Contract forms include NEC Option A, JCT DB16 & ICD16, along with NEC PSC, PSSC & JCT PCSA.

**West Sussex County Council – Approx. £60m - Framework Manager (Education)**

Providing Quantity Surveying and Employers Agent services for over 45 schemes. Typical role included Procurement advice, preparation of tender documents, tender evaluation and recommendation through to management of Pre-Construction and Construction Phases.

Contract forms include NEC Option A, JCT DB11, SBC11, IC11 & ICD11. Procurement model allowed for Two Stage tendering on DB11 included management of Pre-Construction design process with key stakeholders, monitoring and managing Cost Reports from Contractor and managing risk registers before Stage 2 Submission. Once received, Stage 2 tenders were subject to a full commercial review and assessment against McCombs internal cost database for Value for Money, with Value Engineering implemented where deemed necessary.

## Appendix B: Priced Schedule of Quantities



## Appendix C: BCIS Order of Cost Estimate

## Chilmington Green; PS2 Cost Assessment

Ref	Description	Quant	Unit	Rate	Total
S.1	Excavating; Reduced Level dig	709	m3	4.50	3,190.50
S.2	Excavating; Pits	306	m3	16.50	5,049.10
S.3	Excavating; Trenches	407	m3	12.50	5,085.04
S.4	Disposal; Excavated Material	1,422	m3	55.00	78,199.52
S.5	Compacting; Bottoms of Excavations	1,576	m2	1.00	1,576.00
S.6	Claymaster; Cordek HX-B-18/24 Cellcore	0	m2	28.50	Excluded
S.7	Concrete; To Pads & Foundations	713	m3	175.00	124,741.65
S.8	Formwork; To Pads; N/E 1000mm	768	m2	40.00	30,713.80
S.9	Formwork; To Groundbeams; N/E 500mm		m2	22.50	Incl. below
S.10	Formwork; To Strip foundations; N/E 500mm	1,356	m2	22.50	30,510.23
TOTAL					279,065.85
Ref	Description	Quant	Unit	Rate	Total
M.1	Below Ground Masonry; Cavity Wall; Facing Brick	156	m2	165.00	25,740.00
M.2	Below Ground Masonry; Cavity Wall; Blockwork	156	m2	67.40	10,514.40
M.3	Below Ground Masonry; Blockwork	327	m2	67.40	22,039.80
M.4	Below Ground Masonry; Forming Cavity	156	m2	60.00	9,360.00
M.5	Below Ground Masonry; Insulation	156	m2	55.00	8,580.00
M.6	Below Ground Masonry; Damp proof course	156	m2	10.00	1,560.00
TOTAL					77,794.20
Ref	Description	Quant	Unit	Rate	Total
GF.1	Beam and Block Floor	1,520	m2	85.00	129,200.00
GF.2	1200 Gauge DPM	1,520	m2	10.00	15,200.00
GF.3	Screed; 75mm Thick	1,520	m2	25.00	38,000.00
GF.4	Screed; Insulation; 75mm thick	1,520	m2	20.00	30,400.00
GF.5	Screed; Separating Membrane	1,520	m2	1.50	2,280.00
TOTAL					215,080.00
Ref	Description	Quant	Unit	Rate	Total
EW.1	External Walls; Cavity Wall; Facing Brick	1,064	m2	165.00	175,560.00
EW.2	External Walls; Cavity Wall; Blockwork	1,064	m2	67.40	71,713.60
EW.3	External Walls; Forming Cavity	1,064	m2	60.00	63,840.00
EW.4	External Walls; Insulation; 100mm thick	1,491	m2	55.00	82,005.00
EW.5	External Walls; Lintels; Assumed Catnic	116	m	100.00	11,600.00
EW.6	External Walls; Cladding Panels; Incl. secondary structure	427	m2	275.00	117,425.00
TOTAL					522,143.60
Ref	Description	Quant	Unit	Rate	Total
IW.1	Internal Walls; Blockwork; 100mm Blockwork	2,570	m2	67.40	173,233.17
IW.2	Internal Walls; Lintels; Assumed PCC	126	m	50.00	6,300.00
TOTAL					179,533.17
Ref	Description	Quant	Unit	Rate	Total
R.1	Composite Deck; Incl. Concrete & Edge formwork	1,294	m2	92.50	119,695.00
R.2	Finish; Insulated Roof System (not Tapered)	1,294	m2	120.00	155,280.00
R.3	Finish; Lapped up parapet, under copings; N.E 500mm	233	m	40.00	9,320.00
R.4	Copings	233	m	60.00	13,980.00
R.5	Access Hatch	3	Nr	2,150.00	6,450.00
R.6	Mansafe System	3	Nr	10,000.00	30,000.00
R.7	Plant Screen; 2.50m high	25	m	1,000.00	25,000.00
R.8	Canopies; Generally; Assumed Glazed	201	m2	450.00	90,450.00
R.9	Rain water goods; Alu Downpipes; 100mm dia.	130	m	115.00	14,950.00
R.10	Rain water goods; Hoppers and chute through parapet	22	nr	85.00	1,870.00
TOTAL					466,995.00
Ref	Description	Quant	Unit	Rate	Total
SF.1	Steel Frame; Columns	51	T	2,950.00	150,450.00
SF.2	Steel Frame; Beams	87	T	2,950.00	256,650.00
SF.3	Steel Frame; Bracings; 5% Allowance	7	T	2,950.00	20,355.00
SF.4	Steel Frame; Fittings Allowance; 15%	22	T	2,950.00	64,118.25
SF.5	Steel Frame; Erection	167	T	650.00	108,312.75
TOTAL					599,886.00
Ref	Description	Quant	Unit	Rate	Total
UF.1	200mm PCC Planks	1,298	m2	115.00	149,270.00
UF.2	Composite Deck; Incl. Concrete & Edge formwork	30	m2	92.50	2,775.00
UF.3	PCC Stairs	2	nr	25,000.00	50,000.00
TOTAL					202,045.00
Ref	Description	Quant	Unit	Rate	Total
W.1	Windows; Generally; Aluminium; Double Glazed	356	m2	575.00	204,700.00
W.2	External Doors; Generally; Aluminium; Double Glazed	99	m2	700.00	69,300.00
TOTAL					274,000.00
Ref	Description	Quant	Unit	Rate	Total
PB.1	Drylining; External Walls	1,143	m2	40.00	45,720.00

## Chilmington Green; PS2 Cost Assessment

PB.2	Plaster Finish; Internal Walls	4,893 m2	23.00	112,539.00
PB.3	Ceilings; Suspended Ceilings; 600 x 600 tile	2,203 m2	38.50	84,815.50
PB.4	Ceilings; Suspended Ceilings; 600 x 600 tile; MR to Wet Areas	173 m2	42.50	7,352.50

TOTAL 250,427.00

Ref	Description	Quant	Unit	Rate	Total
ID.1	Internal Doors; Single Doors; Assumed FD30S	95	nr	1,450.00	137,750.00
ID.2	Internal Doors; Double Doors; Assumed FD30S	16	nr	2,750.00	44,000.00

TOTAL 181,750.00

Ref	Description	Quant	Unit	Rate	Total
FF.1	Upper Floors; Acoustic separating Layer	1,298	m2	28.75	37,317.50
FF.2	Upper Floors; Screed; 94mm thick	1,298	m2	26.50	34,397.00
FF.3	Carpet	0	m2	22.00	-
FF.4	Latex levelling screed	2,336	m2	8.50	19,856.00
FF.5	Vinyl; Floor Tile	1,838	m2	52.50	96,495.00
FF.6	Vinyl; High Performance sports vinyl sheet	215	m2	65.00	13,975.00
FF.7	Vinyl; Safety Flooring	276	m2	48.00	13,248.00
FF.8	Vinyl; Anti Static Flooring	7	m2	48.00	336.00
FF.9	Anti Slip floor coating	38	m2	85.00	3,230.00
FF.10	Primary Barrier matting system	50	m2	85.00	4,250.00
FF.11	Skirtings; Surface Fixed (To Tile and Sports)	1,348	m	22.50	30,330.00
FF.12	Skirtings; Coved (To Vinyl)	265	m	18.00	4,770.00

TOTAL 258,204.50

Ref	Description	Quant	Unit	Rate	Total
PF.1	Paint; Generally; Walls	4,693	m2	10.00	46,930.00
PF.2	Paint; Generally; Ceilings	25	m2	12.50	312.50

TOTAL 47,242.50

Ref	Description	Quant	Unit	Rate	Total
WF.2	Tile; Splashbacks	27	m2	65.00	1,755.00
WF.3	IPS to WCs	25	m	900.00	22,500.00
WF.3	Cubicles to WCs; Range of 2nr	1	nr	1,950.00	1,950.00
WF.4	Cubicles to WCs; Range of 3nr	3	nr	2,750.00	8,250.00
WF.5	Cubicles to WCs; Range of 4nr	1	nr	3,650.00	3,650.00
WF.6	Cubicles to WCs; Range of 5nr	2	nr	4,550.00	9,100.00

TOTAL 47,205.00

Ref	Description	Quant	Unit	Rate	Total
HR.1	Staircase; Handrail	30	m	195.00	5,850.00
HR.2	Staircase; Balustrade	20	m	245.00	4,900.00
HR.3	Atrium; Balustrade	5	m	245.00	1,225.00

TOTAL 11,975.00

Ref	Description	Quant	Unit	Rate	Total
MEP.1	Electrical Works	2,422	m2	401.00	971,222.00
MEP.2	Mechanical Works	2,422	m2	326.00	789,572.00
MEP.3	BWIC	2,422	m2	29.00	70,238.00
MEP.4	AOV; To Stair Cores	2	nr	5,000.00	Included above
MEP.5	AOV; To FF Corridor	2	nr	3,500.00	Included above
MEP.6	Lift; Platform Lift; No Pit requirement	1	nr	28,000.00	28,000.00

TOTAL 1,859,032.00

Ref	Description	Quant	Unit	Rate	Total
D.1	Foul Drainage; 150mm Pipework; Incl. all ancillaries	329	m	115.00	37,835.00
D.2	Foul Drainage; 450mm Wide; PPIC; Inspection Chambers; Incl. all ancillaries	24	nr	980.00	23,520.00
D.4	Foul Drainage; Connection to Infrastructure	1	Item	-	Excluded
D.5	Surface Drainage; 150mm Pipework; Incl. all ancillaries	445	m	120.00	53,400.00
D.6	Surface Drainage; 150mm Perforated Pipework; Incl. all ancillaries	163	m	145.00	23,635.00
D.7	Surface Drainage; 450mm Wide; PPIC; Inspection Chambers; Incl. all ancillaries	13	nr	980.00	12,740.00
D.8	Surface Drainage; 1200mm Wide; PCC; Manholes; Incl. all ancillaries	3	nr	2,400.00	7,200.00
D.9	Surface Drainage; Connection to Infrastructure	1	Item	-	Excluded
D.10	Threshold Drain	40	m	65.00	2,600.00
D.11	Porous Tanked Pavement	168	m3	250.00	42,000.00

TOTAL 202,930.00

CONSTRUCTION WORKS TOTAL 5,675,308.81

Ref	Description	Quant	Unit	Rate	Total
EXT.1	Excavating; Reduced Level dig; Assumed 450mm average	2,566	m3	4.50	11,547.00
EXT.2	Disposal; Excavated Material	2,566	m3	55.00	141,130.00
EXT.3	Compacting; Bottoms of Excavations	5,702	m2	1.00	5,702.00
EXT.4	MUGA; Surfacing and all substrate; Complete	1,612	m2	100.00	161,200.00
EXT.5	MUGA; Fencing	160	m	175.00	28,000.00
EXT.6	Access Road; Tarmac; Complete	1,602	m2	75.00	120,150.00
EXT.7	Pavements; Tarmac; Complete	2,488	m2	54.50	135,596.00
EXT.8	Kerbs; To Roadways	424	m	36.00	15,264.00

## Chilmington Green; PS2 Cost Assessment

EXT.9	Pin Kerbs; To Footpaths	365 m		25.00	9,125.00
EXT.10	Bollard Lights; Complete	nr			Excluded
EXT.11	Ducts; To Bollard Lights	m			Excluded
EXT.12	Perimeter Fencing	568 m		115.00	65,320.00
EXT.13	Low Level Fencing	150 m		55.00	8,250.00
EXT.14	EV Charge Point	2 Nr		3,750.00	7,500.00
EXT.15	Cycle Shelter; Complete	1 Item		5,000.00	5,000.00
EXT.16	Refuse Store; Complete	1 Item		3,500.00	3,500.00
EXT.17	Soft Landscaping; Topsoil & Seed; Assumed 50:50 Split	6,336 m2		12.50	79,200.00
EXT.18	Soft Landscaping; Rotavate & Seed; Assumed 50:50 Split	6,336 m2		5.00	31,680.00
EXT.19	Soft Landscaping; Trees	11 Nr		275.00	3,025.00
EXT.20	Soft Landscaping; Hedges	405 m2		25.00	10,125.00
EXT.21	Section 278; 2nr Bellmouths	2 Nr		-	Excluded
<b>TOTAL</b>					<b>841,314.00</b>
<b>EXTERNAL WORKS TOTAL</b>					<b>841,314.00</b>
Ref	Description	Quant	Unit	Rate	Total
CPP.1	Construction Phase Staffing	1 Item		240,534.81	240,534.81
CPP.2	Construction Phase Preliminaries	1 Item		267,451.29	267,451.29
<b>TOTAL</b>					<b>507,986.10</b>
<b>PRELIMINARIES TOTAL</b>					<b>507,986.10</b>
Ref	Description	Quant	Unit	Rate	Total
PCP.1	Pre-Construction Staffing	1 Item		57,040.47	57,040.47
DES.1	Pre-Construction Design	1 Item		249,586.65	249,586.65
DES.2	Construction Phase Design	1 Item		88,626.07	88,626.07
<b>TOTAL</b>					<b>395,253.19</b>
<b>PRE-CONSTRUCTION AND DESIGN FEES TOTAL</b>					<b>395,253.19</b>
Ref	Description	Quant	Unit	Rate	Total
OH&P	Overhead and Profit on All Works	1 Item		301,246.40	301,246.40
<b>TOTAL</b>					<b>301,246.40</b>
<b>OH&amp;P TOTAL</b>					<b>301,246.40</b>
<b>CONTRACT TOTAL</b>					<b>7,721,108.51</b>
	Surveys & Investigations	3.5 %		7,721,108.51	270,238.80
	Planning	1.0 Item		5,000.00	5,000.00
	Professional Fees	1.5 %		7,721,108.51	115,816.63
	Client Fit Out; Loose FFE & ICT Equipment	10.0 %		7,721,108.51	772,110.85
	Contingency	5.0 %		7,836,925.14	391,846.26
	BCIS TPI Uplift; 1Q25 > 1Q27	7.4 %		7,836,925.14	583,067.23
<b>PROJECT TOTAL</b>					<b>9,859,188.27</b>
<b>Indicative extra over costs for additional items not considered as part of this assessment:-</b>					
	DfE OS Net Zero requirements; ASHP & NVHR Units	1.0 Item		100,000.00	100,000.00
	DfE OS Net Zero requirements; PV to Roof	85.0 m2		250.00	21,250.00
	Internal Finishes; Acoustics	1.0 Item		50,000.00	50,000.00
	Internal Finishes; Carpet; As DfE GDB TA 2D: internal elements and finishes; Table 5	1,838.0 m2	-	24.50	45,031.00
	Generally; Increased parapet height to avoid mansafe requirement; Add Masonry	256.3 m2		347.40	89,038.62
	Generally; Increased parapet height to avoid mansafe requirement; Omit Mansafe	3 Nr		10,000.00	30,000.00
	Generally; Increased insulation requirements due to current Building Regs	1.0 Item		30,000.00	30,000.00
	External Works; Section 278 Road Works	2.0 nr		90,000.00	180,000.00
	External Works; Section 50 Drainage Connections	2.0 nr		50,000.00	100,000.00
	External Works; On site SW Attenuation; Say Total Volume 74m3	1.0 Item		18,500.00	18,500.00
	External Works; BNG Landscaping uplift	1.0 Item		25,000.00	25,000.00
<b>SUB-TOTAL</b>					<b>598,757.62</b>
DES.1	Pre-Construction Design	1 Item		32,491.59	32,491.59
DES.2	Construction Phase Design	1 Item		11,537.48	11,537.48
OH&P	Overhead and Profit on All Works	1 Item		24,309.56	24,309.56
	Surveys & Investigations	3.5 %		598,757.62	20,956.52
	Legal Fees	4.0 nr		5,000.00	20,000.00
	Professional Fees	1.5 %		667,096.25	10,006.44
	Contingency	5.0 %		677,102.69	33,855.13
	BCIS TPI Uplift; 1Q25 > 1Q27	7.4 %		677,102.69	50,376.44
<b>SUB-TOTAL</b>					<b>203,533.16</b>
<b>EXTRA OVER WORKS ITEMS GRAND TOTAL</b>					<b>802,290.78</b>

## £/M2 STUDY

Description: Rate per m2 gross internal floor area for the building Cost including prelims.

Last updated: 08-Feb-2025 08:00

Rebased to 1Q 2025 (403; forecast) and Ashford ( 113; sample 27 )

## MAXIMUM AGE OF RESULTS: DEFAULT PERIOD

Building function (Maximum age of projects)	£/m² gross internal floor area						Sample	
	Mean	Lowest	Lower quartiles	Median	Upper quartiles	Highest		
New build								
712. Primary schools								
Generally (15)	3,343	1,924	2,783	3,282	3,755	8,349	154	
Up to 500m2 GFA (15)	3,435	1,948	2,915	3,315	3,690	4,862	26	
500 to 2000m2 GFA (15)	3,457	1,924	2,751	3,335	3,928	8,349	52	
Over 2000m2 GFA (15)	3,232	1,932	2,810	3,256	3,709	5,632	76	
712.8 Primary Schools - mixed facilities (15)	2,986	1,098	2,438	3,044	3,529	4,961	73	

Selected by Expert.

Appropriate and Closest Match Build Function.





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Kent County Council - Extract from: (the full document can be found at: [National population projections 2022-based \(1\).pdf](#))

Statistical bulletin

## National population projections: 2022-based

The potential future population size of the UK and its constituent countries. These statistics are widely used in planning, including fiscal projections, health, education and pensions.

Contact:  
Population and Household  
Projections  
[pop.info@ons.gov.uk](mailto:pop.info@ons.gov.uk)  
+44 1329 444661

Release date:  
28 January 2025

Next release:  
To be announced

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# 1 . Main points

- Over the 10 years between mid-2022 and mid-2032, the population of the UK is projected to increase by 4.9 million (7.3%) from an estimated 67.6 million to 72.5 million; this increase is projected to arise from net migration of 4.9 million compared with 6.8 million births and 6.8 million deaths.
- The population projections for the UK are based on an assumption of long-term net international migration of 340,000 per year from year ending mid-2028 onwards; there is always uncertainty in estimates and projections of migration, meaning actual levels of future migration and the resulting population may be higher or lower than assumed in these projections.
- Between mid-2022 to mid-2032, it is projected that there will be a similar number of deaths and births in the UK; although births are projected to increase slightly, deaths are projected to rise because of the relatively large number of people born in the post-World War 2 period reaching older ages.
- Between mid-2022 and mid-2032, the number of people at state pension age is projected to increase by 1.7 million from an estimated 12.0 million to 13.7 million people (13.8% increase); this takes into account the planned increases in State Pension age to 67 for both sexes.
- England's population is projected to grow more quickly than other UK nations between mid-2022 and mid-2032: by 7.8%, compared with 5.9% for Wales, 4.4% for Scotland and 2.1% for Northern Ireland.
- These projections assume higher long-term international migration than in the previous (2021-based) national population projections; the projections also assume lower future fertility and life expectancy improvement.

National population projections are not forecasts and do not attempt to predict potential changes in international migration. Migration assumptions do not directly account for recent and future policy or economic changes. Demographic assumptions for future fertility, mortality and migration are based on observed demographic trends.

The projected population of the UK and its constituent countries for mid-2023 – within the 2022-based national population projections (NPPs) - does not match official mid-2023 population estimates, which were published in 2024. This is because, in the NPPs for England, Wales, and Scotland, figures for mid-2023 use migration statistics from our [Long-term international migration, provisional: year ending June 2024 bulletin](#) and other data which were not part of the population estimates when they were last produced for mid-2023. For Northern Ireland, the NPPs differ from the mid-year population estimates. This is because of the application of demographic assumptions in the NPPs from the base year, especially where cross-border migration between Northern Ireland and the rest of the UK is based on rates and informed by a five-year average of the years before mid-2022.

We recommend the continued use of [Population estimates for the UK, England, Wales, Scotland and Northern Ireland: mid-2023](#) for years up to, and including, mid-2023, for the UK and each of its constituent countries, until the mid-year estimates are revised as part of the mid-year population estimates publication for mid-2024, later in 2025.

## 4. Changing Age Structure

### Fewer children

There are projected to be fewer children in the UK by mid-2032 and mid-2047, compared with mid-2022. This reflects the assumed fertility rates in the 2020s and 2030s being lower than those around 2001 when UK fertility was at a record low.

Figure 5 shows the changing age structure in mid-2022, mid-2032, and mid-2047 by life stage: children, working age, and pensionable age. By mid-2032, the number of children (those aged from 0 to 15 years) is projected to decrease by 797,000 (negative 6.4%), from 12.4 million to 11.6 million. Conversely, the number of working-age people is projected to increase by 4.1 million (9.4%), from 43.2 million to 47.3 million, over the same period. Similarly, the number of people of pensionable age is projected to increase by 1.7 million (13.8%), from 12.0 million to 13.7 million. This takes into account the planned increases in State Pension age to 67 years for both sexes.

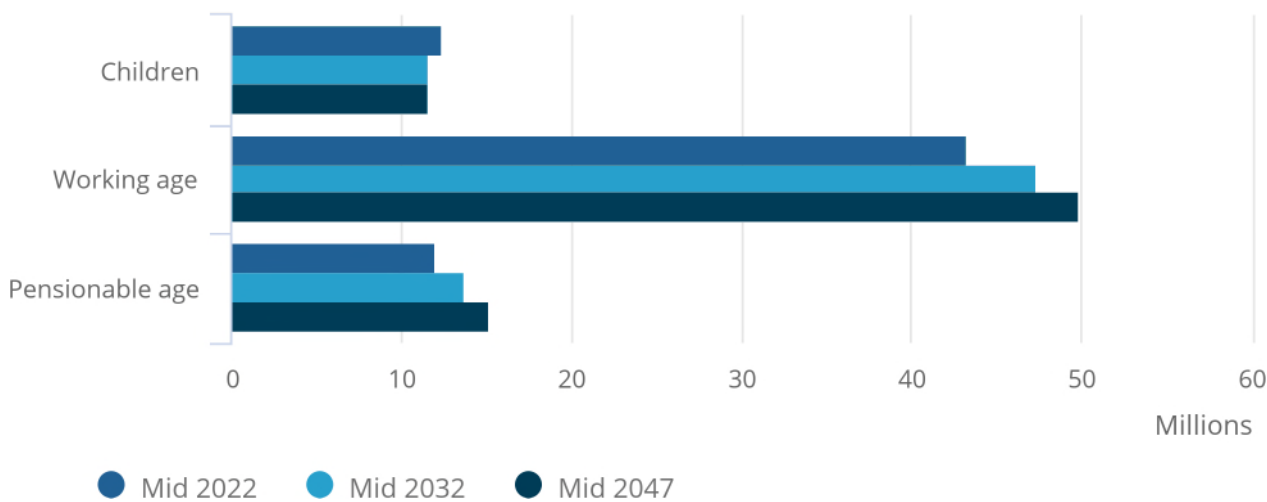
By mid-2047, the number of children is projected to remain around the mid-2032 levels. During the same period, the number of working-age people is projected to grow to 49.9 million, an increase of 15.5% on the level in 2022. The number of people of pensionable age is projected to increase by 25.5%, to 15.1 million. Therefore, the percentage of people of pensionable age is projected to grow the most of any life stage between mid-2022 and mid-2047.

**Figure 5: The number of working-age people is projected to increase the most of any life stage**

UK population by life stage, mid-2022, mid-2032 and mid-2047

Figure 5: The number of working-age people is projected to increase the most of any life stage

UK population by life stage, mid-2022, mid-2032 and mid-2047



Source: National population projections from the Office for National Statistics

Notes:

1. Children are defined as those aged 0 to 15 years.



## 5. Changes since the 2021-based interim projections

The 2022-based national population projections are based on the population estimates from mid-2022 and use the latest data on births, deaths, and migration along with updated assumptions of potential future fertility, migration, and mortality. Assumptions for future fertility, mortality, and migration have been updated and details of these can be found in the following articles:

- [National Population projections, fertility assumptions: 2022-based](#)
- [National Population projections, mortality assumptions: 2022-based](#)
- [National Population projections, migration assumptions: 2022-based](#)

### Net international migration

Compared with the 2021-based interim national population projections (NPPs), we have assumed higher net international migration. The 2022-based NPPs long-term net international migration assumption is 340,000, up by 25,000 from 315,000 in the 2021-based projections. This assumption is based on 10 years of international migration data and expert advice, including insights from our [Long-term international migration, provisional: year ending June 2024 bulletin](#). We are using the latest available admin-based international migration data in the projections, including where this exists beyond the base year.

### Fertility

We have assumed a lower fertility rate than in the 2021-based interim NPPs. In the 2022-based NPPs the long-term total fertility rate is 1.45, down by 0.14 from 1.59 in the 2021-based projections. This reflects the long-term trends seen in fertility and input from our Expert Advisory Panel.

Statistical bulletin

# Subnational population projections for England: 2018-based

Indicate potential future population size of English local and health authorities. Widely used in planning – for example labour market, housing, health and education.

Contact:  
Population and Household  
Projections team  
[pop.info@ons.gov.uk](mailto:pop.info@ons.gov.uk)  
+44 (0) 1329 444661

Release date:  
24 March 2020

Next release:  
9 May 2025 (provisional)

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# 1 . Main points

- The populations of all regions within England are projected to grow by mid-2028.
- All regions are projected to have a greater proportion of people aged 65 years and over by mid-2028.
- The East Midlands is projected to be the fastest-growing region, increasing 7% by mid-2028.
- The three northern regions are projected to grow at a slower rate than all other regions in England over the next 10 years.

Subnational population projections do not attempt to predict the impact of political circumstances such as the UK's withdrawal from the European Union.

## Statistician's comment

"Over the next decade, the population of most areas is set to continue growing, particularly in the south and Midlands. Our projections also show the share of people aged 65 years and over will increase almost everywhere. This information is particularly important for anyone planning local services – for example, opportunities and services for older people."

Andrew Nash, Population and Household Projections, Office for National Statistics

Follow the ONS Centre for Ageing and Demography on Twitter [@RichPereira\\_ONS](#)

# 2 . Change by age

Over time, England's population is projected to age, meaning that a higher proportion will be in older age groups. More detail on this is included in the [national population projections](#) bulletin.

A common measure of ageing is the proportion of people aged 65 years and over. In England as a whole, this is projected to increase from 18.2% to 20.7% of the total population between mid-2018 and mid-2028. This is the continuation of a trend seen in the population estimates. The proportion is also projected to increase for all regions and local authorities, with the exception of Coventry where there is a slight reduction.

An alternative measure of ageing is the old age dependency ratio (OADR), defined as the number of people of State Pension age (SPA) per 1,000 people of working age. Working age covers all people aged from 16 years up to State Pension age. Note that being over SPA does not necessarily mean someone is retired, nor are all working age people in employment.

By 2028, the State Pension age will rise to age 67. As a result, the OADR in England is projected to fall from 293 in mid-2018 to 287 in mid-2028. However, at local authority level around a third of areas see a rise in OADR over this period.

After mid-2028, almost all areas are projected to have an increasing OADR up to the end of the projection in mid-2043. This reflects the continued ageing of the population during a period in which no more rises in State Pension age are scheduled.

## Figure 1: A heat map of proportion of people aged 65 years and over and old age dependency ratio by local authority over the 25-year projection

### Notes:

1. Old Age Dependency Ratio (OADR) is defined as the number of people of State Pension age (SPA) per 1,000 people of working age. Working age covers all people aged from 16 up to State Pension age. Under current legislation, the SPA in mid-2028 and mid- 2043 will be 67 years old for both sexes.

**Download this chart**

[.csv](#) [.xls](#)

The interactive population pyramids (Figure 2) allow you to explore the results of the 2018-based population projections for local authorities, counties, regions and England as a whole. By choosing the name of an area you can see how the size and age structure of its population is projected to change. You can create age groups by highlighting your desired ages and can also compare two areas at once.

**Figure 2: Population age structure by single year of age and sex for local authorities, counties, regions and England as a whole, mid-2018 to mid-2043**

**Source: Office for National Statistics – Subnational population projections**

### **3 . Change by region**

## The East Midlands is projected to be the fastest-growing region in England, growing by 7.0% between mid-2018 and mid-2028

The population of England is projected to increase by 5.0% over the next 10 years, from 56.0 million in mid-2018 to 58.8 million in mid-2028. By mid-2043, the population of England is projected to be 61.7 million. More information on this is available in the [2018-based national population projections](#). The population of every region in England is also projected to increase by mid-2028.

The East Midlands is projected to be the fastest-growing region in percentage terms; its population is projected to increase by 7.0% by mid-2028, an increase of 334,000 people. Regions in the north are projected to grow at a slower rate than regions in the Midlands and south. The North East is the region with the slowest projected population growth, 2.3% (61,000) by mid-2028.

London is projected to be the largest-growing region in absolute terms; its population is projected to increase by 434,000 people by mid-2028. However, although it was the region with the fastest-growing population in the 2016-based projections, it has dropped to fifth place in the 2018-based.

This can be explained by two factors. The 2016-based projections used internal migration trend data that included some years with lower levels of net internal out-migration from London, years that are no longer used in the 2018-based projections. There have also been higher levels of internal out-migration from London to the rest of England resulting from the improved methodology for estimating internal migration. More information about this methodology change can be seen in the [2018-based methodology report](#).

Table 1: Projected population change for English regions, mid-2018 and mid-2028

Region	Mid-2018 population	Mid-2028 population	Population change over 10 years	Percentage population change
England	55,977,000	58,752,000	2,775,000	5.0
East Midlands	4,804,000	5,138,000	334,000	7.0
South West	5,600,000	5,983,000	383,000	6.8
West Midlands	5,901,000	6,263,000	362,000	6.1
East	6,201,000	6,512,000	311,000	5.0
London	8,908,000	9,342,000	434,000	4.9
South East	9,134,000	9,539,000	405,000	4.4
North West	7,292,000	7,581,000	289,000	4.0
Yorkshire and The Humber	5,480,000	5,674,000	195,000	3.6
North East	2,658,000	2,719,000	61,000	2.3

Source: Office for National Statistics – Subnational population projections

### Notes

1. Because of rounding, figures may not sum.

## Figure 3: Projected percentage population change for regions in England, mid-2018 to mid-2028



## What causes population change?

Population change is the result of:

- natural change – the difference between births and deaths
- net migration – the difference between the number of people moving into and out of an area

Migration is further divided into:

- within UK migration – the movement of people within the UK, including between the four countries of the UK and also between areas in England
- international migration – the movement of people into and out of the UK

The balance of factors underlying population change varies by region.

Table 2: Projected population change for English regions by component of change, mid-2018 to mid-2028

Region	Population change	Natural change	All migration net	Net within UK migration	Net international migration	Other
London	434,000	629,200	-199,700	-1,040,700	841,000	400
South East	405,300	61,300	343,400	106,400	237,000	1,000
South West	382,900	-56,500	433,000	357,000	76,000	7,100
West Midlands	362,200	103,700	258,500	46,700	211,800	800
East Midlands	333,900	21,700	312,800	167,400	145,400	400
East	311,200	52,800	257,200	116,000	141,200	400
North West	289,100	56,200	232,400	115,500	117,000	800
Yorkshire and The Humber	194,600	48,000	147,000	25,400	121,600	700
North East	61,300	-31,900	93,200	41,100	52,000	500

Source: Office for National Statistics – Subnational population projections

#### Notes

1. Because of rounding figures may not sum.

The dynamics of population change vary by region. In some areas – for example, the South East – natural change, net within-UK migration and net international migration are all positive. However, in the North East and the South West, the growth rate is slowed down by negative natural change, meaning more deaths than births. Conversely, although London is the only area with a net outflow of migrants to the rest of the UK, this is more than offset by high net international migration and high positive natural change.

There is also a relationship between different components of population change. For example, London's high levels of natural change reflect a young population where there are many births but few deaths. However, at a slightly older age many people leave London for elsewhere in England, often now with children, contributing to the large net within-UK migration outflow.

[Use the interactive population pyramid \(Section 2\)](#) to see the age structure of regions in England and how they are projected to change over time.

## 4 . Change by local authority

## Nearly all local authorities are projected to grow by mid-2028

Although every region in England is projected to grow by mid-2028, there are considerable differences at the local authority level; slow-growing regions can contain fast-growing local authorities and the other way around. However, of the 10 local authorities with the fastest projected population growth to mid-2028, five are in the fastest-growing region, the East Midlands, but none are in the more northerly regions.

Population projections at local authority level are especially subject to any limitations of the source data, as well as annual local fluctuations in those sources. In addition, actual local population change will be strongly influenced by local economic development and housing policies. On that basis you should be cautious when comparing different areas' exact numbers or growth rates.

With that caveat, however, the populations of all but 22 local authorities are projected to grow by mid-2028. Tewkesbury is projected to have the greatest percentage increase, 16.4%. This is mainly because of a high level of net internal migration.

Table 3: Local authorities in England with the highest projected population growth between mid-2018 and mid-2028

Local Authority	Population in 2018	Population in 2028	Population change over 10 years	Percentage population change
Tewkesbury	92,600	107,800	15,200	16.4
Tower Hamlets	317,700	368,500	50,800	16.0
North West Leicestershire	102,100	118,400	16,300	15.9
Dartford	109,700	126,700	17,000	15.5
Daventry	84,500	97,300	12,800	15.2
South Derbyshire	104,500	120,300	15,800	15.2
South Norfolk	138,000	158,400	20,400	14.8
Corby	70,800	81,000	10,100	14.3
Blaby	100,400	114,600	14,100	14.1
Cotswold	89,000	101,500	12,500	14.0

Source: Office for National Statistics – Subnational population projections

### Notes

1. Figures may not sum because of rounding.

Copeland is the area with the largest projected decrease in population, at 3.9% by mid-2028. This is mainly because of more deaths than births. Oxford is next, with a projected decrease of 3.5%. This is because of the net outflow of people moving to other areas in England.

Table 4: Local authorities in England with the highest projected percentage population decline between mid-2018 and mid-2028

Local Authority	Population in 2018	Population in 2028	Population change over 10 years	Percentage population change
Copeland	68,400	65,800	-2,700	-3.9
Oxford	154,300	149,000	-5,300	-3.5
Luton	214,100	206,800	-7,400	-3.4
Barrow-in-Furness	67,100	65,000	-2,200	-3.3
Rushmoor	95,100	92,800	-2,400	-2.5
Ealing	342,000	336,100	-5,900	-1.7
Ipswich	137,500	135,400	-2,200	-1.6
Wycombe	174,600	172,000	-2,700	-1.5
Woking	101,200	99,700	-1,500	-1.5
Tamworth	76,700	75,900	-800	-1.0

Source: Office for National Statistics – Subnational population projections

#### Notes

1. Isles of Scilly has been omitted from the table because its small size makes reliance on accuracy of the source data especially challenging.
2. Figures may not sum because of rounding.

Figure 4 is an interactive tool that illustrates how the populations of each local authority in England are projected to change. By choosing a local authority, you will see total population change, natural change, net international migration and net within-UK migration over the 10 years to mid-2028.

### Figure 4: Population change for local authorities in England between mid-2018 and mid-2028

Source: Office for National Statistics – Subnational population projections

## 5 . Variant population projections

All statistics in this bulletin are from our main (principal) subnational projection. However, we have also published a range of variant projections. These include:

- a high international migration variant
- a low international migration variant
- an alternative internal migration variant
- a 10-year migration variant

The high and low international migration variants assume either higher or lower levels of net international migration to England as a whole, but the proportional distribution at local authority level remains the same. The result is that all areas see correspondingly higher or lower population totals, with areas that have high levels of international migration in the principal projection (especially parts of London) seeing the greatest difference.

There is often debate around how many years of data should be used to inform the projected population change at local level. In general we use five years of data, but we have used just two years of data for internal migration in the 2018-based projections. This is because we only have two years of data for internal migration available using our current method.

We have produced the alternative internal migration variant, which uses five years of data for internal migration: two using the new method and three using the old method. We have also produced a 10-year migration variant where all migration trends (internal, cross-border and international) are based on 10 years of data.

The pros and cons of using different numbers of years of input data are complex. More information and a comparison of the results of the principal projection, the alternative internal migration variant and the 10-year migration variant are discussed in our article on the [Impact of different migration trend lengths](#). However, you can explore the different results for your area in the interactive Figure 5.

### **Figure 5: The variant population projections showing a range of future demographic scenarios by local authority, mid-2009 to mid-2043**

**Source: Office for National Statistics – Subnational population projections**

## **6 . Subnational population projections data**

### [2018-based subnational population projections](#)

Datasets | Released 24 March 2020

This release includes:

- a range of datasets containing all the projections data; this includes summaries and detailed data, as well as projected population by components of change
- supporting documentation to help you understand how the projections are produced

## **7 . Glossary**

### **Population estimates**

Population estimates provide statistics on the current size and age structure of the population in the UK at country, region, county and local authority level. They are the official source of estimated population size in between censuses and inform a wide range of National Statistics.

## Population projections

Population projections provide statistics on the potential future size and age structure of the population. They are based on past trends and assumptions of future levels of births, deaths and migration. They do not incorporate local development plans, but instead provide a baseline, which can be combined with local knowledge as required.

## Variant projections

Variant projections are based on alternative assumptions of fertility, mortality and migration to those used in the principal projection. Each variant provides an alternative set of plausible projections that users may find helpful. They provide an indication of uncertainty but do not represent upper or lower limits of future demographic behaviour.

## Components of change

Components of change are the factors that contribute to population change. This includes births and deaths (commonly referred to as natural change) and net migration. Migration includes movements of people between England and the various countries of the world (international migration), the other countries of the UK (cross-border migration) and between local areas within England (internal migration).

## Mid-year

This is 30 June of any given year.

## Usually resident population

Projections estimate the "usually resident population". This is the standard United Nations definition and includes only people who reside in a country for 12 months or more, making them usually resident in that country. As such, visitors and short-term migrants are excluded.

## Old age dependency ratio (OADR)

The number of people of pensionable age for every 1,000 people of working age.

## 8 . Measuring the data

The 2018-based subnational population projections provide statistics on the potential future size and age structure of the population in England at region, county, local authority, clinical commissioning group and NHS England region levels. They are used as a common framework for informing local-level policy and planning as they are produced in a consistent way. They are also used in the production of the 2018-based household projections for local authorities, to be published in early summer 2020. This publication supersedes the 2016-based projections.

The projections take the [mid-2018 population estimates](#), published on 26 June 2019, as their starting point. The projected local authority populations for each year are calculated by ageing on the population from the previous year, applying local fertility and mortality rates to calculate the number of projected births and deaths, and then adjusting for migration into and out of each local authority.

The total projected population for England is also constrained to the [2018-based national population projections](#) for England, by single year of age and sex, for each year of the projection.

In these projections we have incorporated two changes. The first is to treat prisoners as a special population group and the second is to include improved estimates of internal migration. Further information on these changes and on the methodology used to produce the subnational population projections is in the [2018-based methodology report](#).

More quality and methodology information on strengths, limitations, appropriate uses, and how the data were created is available in the [Subnational population projections QMI](#).



## Proposed timing of next projections

Following the publication of the subnational population projections, we will publish the 2018-based household projections for local authorities in England, in early summer 2020.

We usually publish population projections every two years. However, we are currently proposing not to produce 2020-based projections, which would theoretically be published in autumn 2021 for the national projections and spring 2022 for the subnational projections. This is because the first 2021 Census results are also expected in spring 2022; we therefore propose that the next round of projections will be based on 2021, enabling them to use the updated base population that the 2021 Census results will offer, and also a revised back-series of earlier years of input data. This approach would also apply to our household projections.

At this stage, this is not a definitive policy and we cannot be certain of exact timings. Factors that will affect our plans include how different the 2021 Census results are from the current population estimates and our evaluation of the causes of any differences. However, we aim to produce national population projections using a mid-2021 population base by around the end of 2022.

We would welcome any feedback on this proposed approach – please let us know your thoughts at [pop.info@ons.gov.uk](mailto:pop.info@ons.gov.uk). Further updates on the timing of future projections will be communicated in our quarterly Migration and Population Statistics Newsletter. To sign up to this, please contact us at [pop.info@ons.gov.uk](mailto:pop.info@ons.gov.uk).

## Transformation of population statistics

It is our mission to provide the best insights on population and migration using a range of new and existing data sources to meet the needs of our users. Our ambition is to deliver a fully transformed system by 2023, making regular improvements to our statistics along the way as more administrative data become available. We will rigorously quality assure new methods and share the impact of any changes made. The [Transformation of the population and migration statistics system: overview](#) gives more information on this work. The resulting improvements will also be incorporated into future sets of population projections.

## 9 . Strengths and limitations

Subnational population projections are produced in a consistent way across all areas and use a robust methodology so that they are relevant to all types of users. They are used in a number of ways, including: for local planning of health, education and other service provisions; as a basis for household projections; and as a basis for projections produced by other organisations. Dependent on timing of central government planning rounds, they are also sometimes used in the assessment of local authority needs and the funding formula.

Since projections are produced in a consistent way, they can be used as a common framework for informing local-level policy and planning; local areas are advised to supplement them with any local information they have.

The assumptions used in the subnational population projections are based on past trends. However, demographic behaviour is inherently uncertain, so projections become increasingly uncertain the further they are carried forward. This is particularly so for smaller geographical areas and detailed age and sex breakdowns. In the longer-term, demographic patterns are increasingly likely to differ from recent trends. This bulletin focuses on the first 10 years of the projections, up to mid-2028. The data files published with this release include projections going forward 25 years to mid-2043.

It is currently not possible to calculate projections for any further breakdowns such as ethnicity, marital status or lower-level geographies, because of limitations in the availability of data and the lack of a robust methodology required for such projections.

The projections are not forecasts and take no account of local development aims, policies on growth, capacity to accommodate population change, or economic factors that could impact the population in the future. As with the national population projections, they also do not try to predict any potential demographic consequences of future political or economic changes, including the UK's withdrawal from the European Union.

There is already a margin of error in the underlying input data used in the projections, for example, estimates of the current population and past migration flows. In addition, our assumptions about the future cannot be certain as patterns of births, deaths and migration are always liable to change and can be influenced by many factors.

In most cases, each set of projections is superseded when the next scheduled release is published. However, should there be cause to revise a specific set of projections – for example, because of an error in production – the policy on revisions is outlined in the [Quality and Methodology Information report](#).

The subnational population projections [Quality and Methodology Information report](#) helps users to understand the strengths and limitations of the data and the suitable uses for the data. It will also help users to reduce the risk of misusing the data.

## 10 . Related links

### [Subnational population projections across the UK](#)

Article | Released 24 March 2020

Provides a summary of the different methodologies used to produce the subnational population projections across the UK and reflects any changes to the methodology and data sources in the latest projections for each country of the UK.

### [Impact of different migration trend lengths](#)

Article | Released 24 March 2020

Provides a summary of the impact of different migration trend lengths on the subnational population projections.

### [Nomis website](#)

Datasets | Released 24 March 2020

The subnational population projections are also available on the Nomis website where you can use the "Query data" option to do customised extracts for your chosen year, area, sex and age combination.

### [2018-based national population projections](#)

Bulletin | Released 21 October 2019

The table of contents tool contains links to our full range of data and all related methodological and background information associated with the 2018-based national population projections.

## Projections for other countries in the UK

### Scotland

National Records of Scotland (NRS) publishes subnational population projections every two years. The [2018-based population projections for Scottish Areas](#) were published on 24 March 2020 and are constrained to the 2018-based national population projection for Scotland.

### Wales

Local area population projections are produced by the Welsh Government.

The [2018-based population projections for Welsh areas](#) were published on 27 February 2020 and are constrained to the 2018-based national population projection for Wales. In future it is intended these will be produced every three years.

### Northern Ireland

The Northern Ireland Statistics and Research Agency (NISRA) publishes subnational population projections every two years. The [2016-based population projections for areas within Northern Ireland](#) were published on 26 April 2018. These projections are constrained to the 2016-based national population projection for Northern Ireland. The 2018-based population projections for areas in Northern Ireland are provisionally planned for publication in April 2020.

Our Ref: 145465585.1\KE0592.07033

BY E-MAIL TO MHARNETT@FLADGATE.COM

Fladgate  
16 Great Queen Street  
London  
WC2B 5DG

18 January 2024

Dear Sir/Madam

**CHILMINGTON GREEN - OUTSTANDING S106 PAYMENTS**

We are instructed by Kent County Council in relation to the above matter.

We have been forwarded a copy of an email dated 15 November 2023 from your Mark Harnett to [sundrydebt@kent.gov.uk](mailto:sundrydebt@kent.gov.uk) and note that your firm acts for Hodson Developments (Ashford) Limited and associated companies.

We are instructed in relation to the following unpaid invoices issued to your client in respect of payments due under the Chilmington Green s106 agreement dated 27 February 2017 (as subsequently varied) ("S106 Agreement"):

- Invoice no 900176994 in the sum of £106,684.35 relating to payment of a Family Social Care Contribution and Youth Contribution; and
- Invoice no 900183020 in the sum of £2,944,843.83 relating to:
  - Indexation and late payment interest on PS1 Contribution 2
  - Indexation and late payment interest on PS1 Contribution 3
  - Principal and indexation on PS1 Contribution 4

**Issue 1 – Lawfulness of enforcing payments due under S106 Agreement**

Pinsent Masons LLP

1 Park Row Leeds LS1 5AB

T +44 (0)113 244 5000 F +44 (0)113 244 8000 DX 26440 Leeds 28

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Kent County Council is aware of your client's purported application under section 106A of the Town and Country Planning Act 1990 ("S106A Application") and related appeal for non-determination under s106B ("S106B Appeal"). Both Kent County Council and Ashford Borough Council have submitted representations to PINS on the validity of the S106A Application, the outcome of which is awaited.

Regardless of the outcome of PINS' determination of the validity issue, we disagree with your contention that it is not lawful for Kent County Council to seek to enforce payment of outstanding contributions due under the S106 Agreement.

The S106 Agreement was incontestably lawful when entered into. Your client could have refused to enter into the agreement in 2017 and appealed against the consequent refusal of planning permission on the ground that the obligations it refused to pay were unreasonable. However, it did not do so.

While it is acknowledged that your client has since made the S106A Application and S106B Appeal, there is nothing in the statutory framework relating to planning obligations that prevents an authority from taking steps to enforce a planning obligation in circumstances where such an application and appeal has been made.

Indeed, it is inconceivable that such a bar to enforcement would be set out in the statutory planning framework as it would undermine the system of planning obligations by giving developers the ability to delay the timely provision of necessary planning mitigation by lodging s106A applications and appeals.

Under the statutory regime pursuant to sections 106A and 106B, in order to discharge or modify a planning obligation (other than by agreement) it is for the person against whom the obligation is enforceable to submit a valid application pursuant to section 106(A)(3) to the enforcing authority and make the case that the obligation falls within either:

- Section 106A(6)(b) – that the obligation no longer serves a useful purpose and should be discharged; or
- Section 106A(6)(c) – that the obligation continues to serve a useful purpose but would serve that purpose equally well if modified in accordance with the modifications specified in the application.

Where the enforcing authority does not approve the application, a right of appeal arises and the Secretary of State decides whether there is a case for discharge or modification.

If (and only if) your client succeeds in its S106B Appeal would the discharges and modifications set out in the S106A Application take effect and affect the accrued rights vested in the Kent County Council to enforce the S106 Agreement.

Unless and until such time as the Secretary of State determines that the planning obligations no longer serve a useful purpose (or would continue to serve a useful purpose subject to the modifications specified in the S106A Application), the S106 Agreement shall continue to have effect without modification and be capable of enforcement pursuant to subsections 106(3), (5) and/or (6).

In conclusion your assertion that a decision to enforce the S106 Agreement would be unlawful is untenable. In these circumstances I confirm that Kent County Council will not withdraw the above invoices. The contributions to which the invoices relate are overdue and my client intends to take the following steps unless they are paid within 28 days of the date of this letter:

- recover these debts through legal proceedings; and



- in the case of PS1 Contribution 4 enforce the on-demand bond from Close Brothers Limited.

#### Issue 2 – Account of expenditure of PS1 Contribution

We understand that your client made an application to Kent County Council on 10 November 2023 pursuant to paragraph 48 of Schedule 15 of the S106 Agreement for an account of expenditure of the following PS1 Contributions:

- PS1 Contribution 1 - £150,000
- PS1 Contribution 2 - £2,285,000
- PS1 Contribution 3 - £2,103,200

The primary purpose of paragraph 48 is to inform whether a surplus exists for the purposes of paragraph 49. Paragraph 49 would potentially require Kent County Council to reimburse your client if there was a surplus (i.e. an unexpended or uncommitted sum from the PS1 Contribution) following the expiry of 10 years from the date of receipt of the final instalment. As noted above, the final instalment (PS1 Contribution 4) has not yet been paid by your client and accordingly the 10 year period in paragraph 49 has not yet begun in relation to the PS1 Contribution.

We note that in an email from Alec Arrol of your client to Sarah Bonser of Kent County Council dated 14 December 2023 it is contended that the information provided in Sarah Bonser's email of 7 December 2023 is inadequate on the basis that:

*"Simply providing the total figure for the spend to date and the anticipated further expenditure does not on any reasonable view amount to an account of the expenditure. Please provide a detailed breakdown of the costs spent to date together with supporting evidence, including a copy of the construction contract so that Hodson can understand how the contributions which it has provided have been applied by the Council."*

We note that there is no definition of the term "account of expenditure" used in paragraph 48. Accordingly, it must be given its ordinary meaning. The term "income and expenditure account" is defined in The Oxford Dictionary of Accounting" as an *"An account, similar to a profit and loss account, prepared by an organization whose main purpose is not the generation of profit. It records the income and expenditure of the organization and results in either a surplus of income over expenditure or of expenditure over income"*.

Our client has prepared the enclosed account itemising its expenditure on Primary School 1 including (as permitted by paragraph 46) expenditure on administration reasonably incidental or ancillary to the design, construction, or fitting out of the school including procurement and legal work.

We have advised our client that:

- the enclosed account of expenditure satisfies the requirements of paragraph 48;
- there is no obligation (express or implied) in paragraph 48 to provide supporting evidence with its account of expenditure;
- your client's satisfaction (or otherwise) with the enclosed account of expenditure provided pursuant to paragraph 48 does not affect Kent County Council's ability to enforce payment of Invoice No 900183020; and
- the obligations in Part 7 of Schedule 15 regarding expenditure of education contributions must be read alongside clause 26 (which acknowledges the ability to disburse the expenditure of Education Contributions across all the schools as the need arises).





Yours faithfully

**Pinsent Masons LLP**

This letter is sent electronically and so is unsigned

Close Brothers Limited  
10 Crown Place  
London  
EC2A 4FT

Our Ref:KE0592.07031

By email to [REDACTED]

7 May 2024

Dear Close Brothers Limited

**DEED SECURING AN ON-DEMAND BOND DATED 29 MARCH 2019 AND MADE BETWEEN (1) CLOSE BROTHERS LIMITED AND (2) KENT COUNTY COUNCIL (THE "BOND")**

**DEED OF COVENANT DATED 29 MARCH 2019 AND MADE BETWEEN (1) KENT COUNTY COUNCIL AND (2) CLOSE BROTHERS LIMITED (THE "DEED OF COVENANT")**

We refer to our letter dated 26 April enclosing a Demand notice on behalf of Kent County Council (the "**County Council**"), and to the subsequent email and telephone exchanges between our Jo Miles and your Simon Powell, including Mr Powell's email dated 6 May in which he reported that:

1. Close Brothers' lawyers (DLA Piper) have been served with a letter from Hodson Developments' lawyers claiming it is unlawful for Close Brothers to settle the bond due to various appeals; and
2. Hodson Developments' lawyers have claimed that the County Council has "agreed the appeal in relation to the Section 106 on Friday".

In relation to point 1 above, for the reasons set out below we do not accept that it is unlawful for Close Brothers to settle the Bond. The County Council therefore requests payment "immediately", as required by Clause 2 of the Bond.

In relation to point 2 above, the County Council refutes that it has agreed the appeal and, in any event, considers the status of the appeal proceedings to be wholly irrelevant to the operation of the Bond.

**The Bond requires payment on demand**

The key contractual provisions are clauses 2 and 3 of the Bond. Clause 2 is the promise to pay on demand, and clause 3 sets out that "*A Demand shall constitute conclusive proof for the purposes of clause 2 above that the quantum demanded is due to the County Council under this Bond*".

Pinsent Masons LLP

30 Crown Place Earl Street London EC2A 4ES

T +44 (0) 20 7418 7000 F +44 (0) 20 7418 7050 DX 157620 Broadgate

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Furthermore Recital 8 of the Bond confirms that Close Brother's liability to pay the County Council is *"assumed as a principal, independently and without regard to whether any other party is also liable to make the monetary payment in question and without proof of default by any other party"*.

Recital 9 then confirms that *"the Section 106 Agreement does not form part of this Bond which contains freestanding obligations and is not to be construed by reference to the Section 106 Agreement"*.

It is therefore clear that Close Brothers is not required (or indeed entitled) to look behind any Demand validly made. The Demand notice served on 26 April was validly made and is conclusive proof that the quantum demanded is now due to the County Council.

### **Section 106 Agreement**

Without prejudice to the position that the S106 Agreement does not form part of the Bond, we set out the below in order to provide Close Brothers with context to the matters raised by Hodson Developments' lawyers:

- The Section 106 Agreement obligated Hodson Developments to provide a bond to the value of the Contribution to the County Council on or before 29 March 2019. The Bond was provided on that date.
- Section 106 Agreement obligated Hodson Developments to pay the Contribution no later than 78 months from date of commencement of the Development. Commencement of the Development was 5 June 2017 meaning that the 78 month period expired on 5 December 2023. The County Council submitted an invoice to Hodson Developments seeking payment of the Contribution on 11 December 2023. This invoice remains unpaid and the County Council now seeks to rely on the Bond, which expires on 5 June 2024 making time of the essence.
- Hodson Developments claim that their purported application under s106A of the Town and Country Planning Act 1990 (and appeal of such application under s106B to the Secretary of State) makes it unlawful for the County Council to enforce the obligation to pay the Contribution. The County Council disagrees and has obtained an opinion from Kings Counsel confirming that it remains lawful to enforce s106 obligations that are subject to a s106A application/s106B appeal. Moreover, the Planning Inspectorate found Hodson Developments' s106A application and appeal to be invalid. While Hodson Developments is currently seeking to challenge the decision of PINS on validity, the County Council maintains its position that application and appeal are invalid. The County Council categorically did not agree the appeal in relation to the Section 106 on Friday.

The actions of Hodson Developments are plainly intended to interfere with the exercise of County Council's rights under the Bond and must not be allowed to further delay performance of the Bond by Close Brothers. Hodson Developments' protection against an illegitimate demand made by the County Council (which is strenuously denied) is via a contractual claim against the County Council, and not via inappropriate attempts to frustrate performance of the Bond.

Yours faithfully

## Payment credit advice

Our ref: PCM55CI18746021  
Your ref:  
Date: 14th May 2024  
Time: 16:17:48  
Delivery ref: 010101RBOSGB55XXXX0000000000

In accordance with instructions received, we have arranged for your account to be credited

Beneficiary name: KENT COUNTY COUNCIL  
Credit account: 606008-00100013  
Amount credited: GBP 2,107,119.94

Value date: 14th May 2024

By order of:  
CBL RE HODSON DEV CG TWO LTD  
CLOSE BROTHERS TREASURY  
10 CROWN PLACE  
LONDON EC2A 4FT

On instructions from :  
CLOSE BROTHERS LIMITED  
CLOSE BROTHERS TREASURY DEPT  
10 CROWN PLACE  
LONDON  
UNITED KINGDOM

Reference:  
RBSDM2I31917686

Payment details:

### Transactional information:

Amount received: GBP 2,107,119.94

Exchange Rate:

Deal Reference:

NWB commission charges: 0.00

NWB commission charges information:

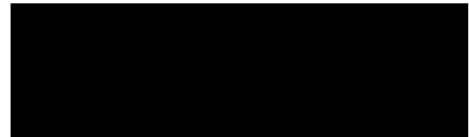
Original ordered amount:

Senders charges:

Charges exchange:

BY RECORDED DELIVERY AND E-MAIL TO [MHARNETT@FLADGATE.COM](mailto:MHARNETT@FLADGATE.COM)  
COPY SENT BY RECORDED DELIVERY TO PAYING OWNERS, 55 OFFICE SUITE 9, 55  
PARK LANE, LONDON, W1K 1NA

FAO: Mark Harnett  
Fladgate LLP  
16 Great Queen Street  
London WC2B 5DG



24 May 2024

Dear Sirs

**RE: S106 AGREEMENT DATED 27 FEBRUARY 2017**

**OUR CLIENT: KENT COUNTY COUNCIL ("KCC")**

**RELEVANT PARTIES: (1) HODSON DEVELOPMENTS (ASHFORDS) LIMITED ("HODSON"), (2) HODSON DEVELOPMENTS (CG ONE) LIMITED ("HODSON (CG ONE)"), (3) HODSON DEVELOPMENTS (CG TWO) LIMITED ("HODSON (CG TWO)"), (4) CHILMINGTON GREEN DEVELOPMENTS LIMITED ("CHILMINGTON"), (5) HODSON DEVELOPMENT (CG THREE) LIMITED ("HODSON (CG THREE)") AND (6) HODSON DEVELOPMENT (CG FIVE) LIMITED ("HODSON (CG FIVE)") (HEREAFTER COLLECTIVELY REFERRED TO AS "THE PAYING OWNERS")**

We write pursuant to the pre-action protocol for debt claims in respect of a proposed claim by KCC against the Paying Owners in respect of unpaid contributions towards the costs of Primary School 1 as part of the Chilmington Green development near Ashford.

We understand that you act for the Paying Owners.

We substantively set out KCC's position below, in accordance with the spirit of the Practice Direction on Pre-action Conduct and Protocols ("**Protocol**") contained in the Civil Procedure Rules ("CPR"). In particular, we refer to paragraphs 13 to 16 of the Protocol concerning the court's powers to impose sanctions for failing to comply with its provisions.

The Paying Owners' response to this letter is required within a reasonable period, which, given the protracted communications on this matter, we consider to be 14 days from the date of this letter. Therefore, the Paying Owners have until 4pm on 7 June 2024 to respond to this letter.

If the Paying Owners fail to engage, our client reserves the right to bring the court's attention to any non-compliance when giving directions for the management of the claim and when making orders for costs.

Pinsent Masons LLP

3 Hardman Street Manchester M3 3AU United Kingdom

T +44 (0)161 234 8234 F +44 (0)161 234 8235 DX 14490 Manchester 2

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A list of the members of the LLP, and of those non-members who are designated as partners, is displayed at the LLP's registered office:  
30 Crown Place, London EC2A 4ES, United Kingdom.

For a full list of our locations around the globe please visit our website: [www.pinsentmasons.com](http://www.pinsentmasons.com)



1. **SUMMARY**

- 1.1 The proposed claim is a debt action brought under a s.106 agreement (as amended) entered into between (1) Hodson Developments (Ashford) Limited (and others), (2) Ashford Borough Council and (3) Kent County Council on 27 February 2017 ("**S.106 Agreement**"), pursuant to which the first four Paying Owners covenanted to pay PS1 Contributions to KCC.
- 1.2 KCC brings this claim for payment of PS1 Contribution indexations and PS1 Contribution interest, in the sum of £639,136.20 (exclusive of interest per the Schedule of Interest in the sum of £134,143.23) ("**PS1 Contributions**").

2. **THE S.106 AGREEMENT**

- 2.1 Each of the first four Paying Owners was a contracting party, with KCC to the S.106 Agreement. KCC will rely on the S.106 Agreement at trial for its full meaning and effect. Without prejudice to that, the S.106 Agreement contained the following material terms:

2.1.1 By clause 1 (definitions), the 'Paying Owners' was defined to include Chilmington, Hodson, Hodson (CG One) and Hodson (CG Two).

2.1.2 By clause 1 (definitions), the PS1 Contributions were defined as follows:

***"PS1 Contribution 1"*** *£150,000.00 (one hundred and fifty thousand pounds) Index Linked;*

***"PS1 Contribution 2"*** *£2,285,000.00 (two million two hundred and eighty five thousand pounds) Index Linked;*

***"PS1 Contribution 3"*** *£2,103,200 (two million one hundred and three thousand and two hundred pounds) Index Linked;*

***"PS1 Contribution 4"*** *£1,461,800.00 (one million four hundred and sixty one thousand and eight hundred pounds) Index Linked;"*

2.1.3 By clause 1 (definitions), the Interest is defined as follows:

***"Interest"*** *In respect of payments due and payable to the Council means interest calculated at a rate two percentage points above the prevailing base interest rate of the Bank of England payable in accordance with provisions of clause 18.*

*In respect of payments due and payable to the County Council means interest calculated at a rate three*





*percentage points above the prevailing base interest rate of the Bank of England payable in accordance with the provisions of clause 18.”*

2.1.4 By clause 18, the Paying Owners covenanted to pay interest to KCC on any late sums at the same time and to the same recipient as the principal sum on which it has accrued is paid.

2.1.5 By clause 28.1, index linking is calculated as follows:

*“28.1. Where Index linking applies, unless otherwise provided in this clause or the Schedules to this Deed, the relevant sum shall be adjusted by the percentage change if any between the figure of the Relevant Index for April 2014 or the second quarter of 2014 as the case may be and the most recent figure of the Relevant Index when the relevant sum falls due to be paid (“Final Index Value”).”*

2.1.6 By schedule 15, part 1, paragraph 7, the Paying Owners covenanted to pay the PS1 Contributions in accordance with the schedule of payment.

### 3. THE FIRST DOV

3.1 By a deed of variation, dated 29 March 2019, made between (1) Hodson, (2) Chilmington (3) Hodson (CG One), (3) Hodson (CG Two) and (4) KCC, the S.106 Agreement was varied in relation to the payment of the PS1 Contributions (“**First DoV**”).

3.2 KCC will rely on the First DoV during the trial for its full meaning and effect. Without prejudice to that, the First DoV contained the following material terms:

3.2.1 By clause 5 of the First DoV, schedule 15, part 1, paragraph 7 was varied in the following terms:

*“a. **schedule 15, Part 1, paragraph 7 (c):** shall be deleted from the Main Agreement and replaced with:*

*“pay PS1 Contribution 3 to the County Council on or before the 29 March 2019*

*b. **schedule 15, Part 1, paragraph 7 (d):** shall be deleted from the Main Agreement and replaced with:*

*“pay PS1 Contribution 4 (including indexation) and the PS1 Contribution 2 Indexation Amount and the PS1 Contribution 3 Indexation Amount and Interest on PS1 Contribution 2 Indexation Amount from 5 December 2018 until the date of payment and Interest on PS1 Contribution 3 Indexation Amount from 5 June 2020 until the date of payment to the County Council not later than 78 months from the date of Commencement of the Development.*

*c. **schedule 15, Part 1, paragraph 7 (e):** shall be deleted from the Main Agreement and replaced with:*



*“Provide a Bond to the value of the PS1 Contribution 4 to the County Council on or before 29 March 2019.”*

*...”*

- 3.2.2 Further, by clause 6, the S.106 Agreement was varied to include the following additional provisions.

***“6. Additional Provisions***

*The following paragraph shall be added as Schedule 15, Part 1, paragraph 7A after the schedule 15, part 1, paragraph 7 (e)*

***“7A***

*The Paying Owners agree that for the purpose of interpreting schedule 15, part 1, paragraphs 7(b) and 7(c) that any indexation sums due to be paid with PS1 Contribution 2 and PS1 Contribution 3 will be as follows*

*PS1 Contribution 2 Indexation Amount - £279,117.09 (two hundred and seventy nine thousand one hundred and seventeen pounds nine pence)*

*PS1 Contribution 3 Indexation Amount - £256,909.87 (two hundred and fifty six thousand nine hundred and nine pounds and eighty seven pence)*

*...”*

**4. THE SECOND DOV**

- 4.1 By a deed of variation, dated 13 July 2022, made between (1) Hodson, (2) Chilmington (3) Hodson (CG One), (3) Hodson (CG Two), (4) Ashford Borough Council and (5) KCC (and others), the S.106 Agreement was varied in relation to the payment of contributions towards the Secondary School (as defined in the S.106 Agreement) and the forward funding by KCC of infrastructure works to facilitate the delivery of the Secondary School (“**Second DoV**”).
- 4.2 The Second DoV identified Hodson (CG Three) as acquiring an interest in the Site (as defined in the S.106 Agreement) and/or has since acquired an interest in the Site from the Paying Owners as defined under the S.106 Agreement. Accordingly, Hodson (CG Three) is a successor in title for the purpose of the S.106 Agreement.
- 4.3 At all material times, the S.106 Agreement (as varied by the First DoV and Second DoV) has and continues to govern the relationship between KCC and the Paying Owners. In other words, the Paying Owners remain bound by the obligations arising thereunder.

**5. THE BACKGROUND**

- 5.1 The Chilmington Green development was commenced on 5 June 2017. This triggered the start of the 78 month period from the Commencement of Development set out in schedule 15, part 1, paragraph 7(d) of the S.106 Agreement (as varied by the First DoV, clause 5).
- 5.2 On a date unknown, Hodson (CG Five) acquired an interest in the Site and/or has since acquired an interest in the Site from the Paying Owners as defined under the S.106



Agreement. Accordingly, Hodson (CG Five) is a successor in title for the purpose of the S.106 Agreement.

5.3 In accordance with schedule 15, part 1, paragraph 7(e) of the S.106 Agreement (as varied by the First DoV, clause 5), the Paying Owners provided a bond to the value of the PS1 Contribution 4 plus indexation to KCC. By a deed securing an on-demand bond ("**Bond**"), and a deed of covenant ("**Deed of Covenant**") (each dated 29 March 2019 and made between (1) Close Brothers Limited and (2) Kent County Council) Close Brothers covenanted to pay to KCC on demand, the sum secured by the Bond.

5.4 Under schedule 15, part 1, paragraph 7 of the S.106 Agreement (as varied by the First DoV), the following PS1 Contributions have fallen due for payment:

PS1 Contribution	Amount	Due Date	Date Received	Days Late
PS1 Contribution 2	£2,285,000	05 December 2018	29 March 2019	115
PS1 Contribution 3	£2,103,200	29 March 2019	29 March 2019	-
PS1 Contribution 4	£1,461,800	5 December 2023	14 May 2024	161

**Table 1**

5.5 By schedule 15, part 1, paragraph 7 of the S.106 Agreement (as varied by clause 5 of the First DoV), the PS1 Contribution indexations amounts fell due for payment on 5 December 2023. The PS1 Contribution 2 Indexation Amount and the PS1 Contribution 3 Indexation Amount are set out in paragraph schedule 15, part 1, paragraph 7A of the S.106 Agreement (as varied by clause 6 of the First DoV). The PS1 Contribution 4 indexation amount has been calculated in accordance with clause 28.1 of the S.106 Agreement. The relevant PS1 Contribution indexation amounts are as follows:

PS1 Contribution Indexation	Amount	Due Date	Date Received
PS1 Contribution 2 Indexation	£279,117.09	5 December 2023	-
PS1 Contribution 3 Indexation	£256, 909.87	5 December 2023	-
PS1 Contribution 4 Indexation	£634,217.66	5 December 2023	14 May 2024 (per paragraph 5.13 below)

**Table 2**

5.6 The Paying Owners failed to make payment of the following amounts by 5 December 2023:

5.6.1 PS1 Contribution 2 Indexation Amount and Interest;

5.6.2 PS1 Contribution 3 Indexation Amount and Interest; and

5.6.3 PS1 Contribution 4, plus indexation ("**Overdue Sums**").



- 5.7 KCC invoiced the Paying Owners on 11 December 2023 for payment of the Overdue Sums ("**Invoice**").
- 5.8 Further, on 18 January 2024, KCC acting by this firm, wrote to Fladgate LLP (solicitors on behalf of the Paying Owners) ("**18 January Letter**"). The 18 January Letter confirmed that the Invoice would not be withdrawn and informed Fladgate LLP that unless the Invoice was paid within 28 days of the date of the letter KCC would seek to recover the Overdue Sums, including by enforcing the Bond.
- 5.9 On 15 February 2024, Fladgate LLP, on behalf of the Paying Owners, in summary, requested confirmation that KCC would withdraw the Invoice and confirm it will not submit any further invoices seeking payment under the S.106 Agreement ("**15 February Letter**").
- 5.10 On 26 April 2024, KCC, acting by this firm, in accordance with clause 2 of the Bond, demanded payment of the Bond, in the sum of £2,107,119.94 (being the sum of PS1 Contribution 4 plus indexation calculated in accordance with clause 4 of the Bond) ("**Demand**").
- 5.11 On 2 May 2024, Hodson's solicitors Fladgate LLP served Close Brothers solicitors, DLA Piper, with a letter claiming it was unlawful for Close Brothers to settle the Demand due to appeals made by the Paying Owners against a deemed refusal of KCC and Ashford Borough Council to agree to vary or discharge the relevant s.106 obligations ("**2 May Letter**").
- 5.12 KCC, acting by this firm, sent a further letter to Close Brothers dated 7 May 2024, addressing the 2 May Letter and reiterating that under clauses 2 and 3 of the Bond, Close Brothers were under a contractual obligation to pay the sum demanded as due to KCC ("**7 May Letter**").
- 5.13 Close Brothers paid the sum claimed to KCC on 14 May 2024, and credit is thereby given for that sum below. At the time of payment, the indexation was £645,319.94, at the BCIS General Building Cost Index forecast of 455.5. However, on 21 May 2023, the index provided a 'firm' position for November 2023 of 453.1; consequently, indexation on PS1 Contribution 4 has reduced to £634,217.66. Thus, KCC shall return the sum of £11,102.28 to Close Brothers under clause 5 of the Deed of Covenant.

## 6. **BREACH OF THE S.106 AGREEMENT**

- 6.1 By reason of the matters aforesaid, the Paying Owners have acted in breach of the S.106 Agreement, and the First DoV, in particular:
- 6.1.1 In breach of schedule 15, part 1, paragraph 7(b), PS1 Contribution 2 was paid in cleared funds on 29 March 2019, being 115 days late, as per Table 1 above.
- 6.1.2 By schedule 15, part 1, paragraph 7(d) and 7A of the S.106 Agreement, as varied by clause 5 and clause 6 of the First DoV, the PS1 Contribution 2 Indexation Amount and PS1 Contribution 3 Indexation Amount were payable by 5 December 2023, in the sum of £279,117.09 and £256,909.87 respectively. In breach of schedule 15, part 1, paragraph 7(d) of the S.106 Agreement (as varied by clause 5 and clause 6 of the First DoV), the Paying Owners have failed to make payment by the due date, or at all.
- 6.1.3 The Paying Owners failed to pay PS1 Contribution 4 in the sum of £1,461,800 and the PS1 4 Contribution indexation in the sum of £645,319.94 (now reduced to £634,217.66 as per paragraph 5.13 above) as and when payment fell due on 5 December 2023, in breach of schedule 15, part 1, paragraph 7(d) (as varied by clause 5 of the First DoV). Those sums have now been



demanded and paid under the Bond, but the payments were late - PS1 Contribution 4 and PS1 Contribution 4 indexation were 161 days late, as per Table 1 above.

6.1.4 Further, and by schedule 15, part 1, paragraph 7(d) of the S.106 Agreement (as varied by clause 5 of the First DoV), Interest was payable on the PS1 Contribution 2 Indexation Amount (£60,883.47) from 5 December 2018 until the date of payment, not later than 5 December 2023. In breach, the Paying Owners have failed to pay Interest on the PS1 Contribution 2 Indexation by 5 December 2023, or at all.

6.1.5 Further, and by schedule 15, part 1, paragraph 7(d) of the S.106 Agreement (as varied by clause 5 of the First DoV), Interest was payable on the PS1 Contribution 3 Indexation Amount (£42,225.78) from 5 June 2020 until the date of payment, not later than 5 December 2023. In breach, the Paying Owners have failed to pay Interest on the PS1 Contribution 3 Indexation by 5 December 2023, or at all.

## **7. LEGAL POSITION**

7.1 KCC does not accept that the purported application under s.106A of the Town and Country Planning Act 1990 (and appeal of such application under s.106B to the Secretary of State) makes it unlawful for KCC to enforce the obligation to pay the PS1 Contributions. KCC considers that enforcing the S.106 Agreement and obligations thereunder remains lawful, notwithstanding any s.106A/106B appeal.

7.2 Further, and in any event, the Planning Inspectorate found the Paying Owners' s.106A application and appeal invalid. While it is acknowledged that the Paying Owners are currently seeking to challenge the validity of PINS's decision, KCC maintains its position that the application and appeal are invalid and that in any event they do not suspend the liability to pay the sums due.

7.3 KCC, therefore, considers that the PS1 Contribution indexations and interest remain lawfully due and owing.

## **8. REMEDIES**

8.1 The Paying Owners are labouring under the misapprehension that the s.106A/106B appeal interferes with the obligations under the S.106 Agreement. For the reasons given in this letter, the S.106 Agreement remains extant, and there is no lawful basis to suspend or withhold payment of the PS1 Contribution indexations or accrued interest.

8.2 Should the Paying Owners fail to enter into sensible discussions, our client will seek to issue proceedings, for the recovery of the PS1 Contribution indexations and interest, as pleaded in the draft Particulars of Claim, and summarised as follows:

8.2.1 the sum of £639,136.20 as a debt pursuant to the S.106 Agreement (as varied by the First DoV and Second DoV);

8.2.2 Alternatively, damages for breach of contract, in the sum of £639,136.20; and

8.2.3 Contractual interest under the S.106 Agreement (as varied by the First DoV and Second DoV), as set out in the Schedule of Interest appended to the draft Particulars of Claim. The total sum is £134,143.23 which continues to accrue daily, per the Schedule of Interest.



9. **RELEVANT DOCUMENTS**

- 9.1 In addition to appending the draft Particulars of Claim, we consider that the following documents are relevant to this matter:

	<b>Document</b>
1.	S.106 Agreement
2.	First DoV
3.	Bond
4.	Deed of Covenant
5.	Demand
6.	7 May Letter
7.	Invoice
8.	18 January Letter
9.	15 February Letter

- 9.2 We understand the Paying Owners hold copies of the documents relevant to this matter, save for items 3 to 6. Therefore, we enclose copies of those documents only. However, please provide us with copies of any documents within the Paying Owners' possession or control that they consider to be relevant to the issues in this case.

- 9.3 Please confirm that the Paying Owners will take proper and appropriate steps to ensure no relevant documents, including electronic documents, that are in the control of their offices are altered, lost, destroyed, or disposed of pursuant to paragraph 7 of CPR Practice Direction 31B.

- 9.4 Please let us know if the Paying Owners require copies of any further documents our client holds.

10. **ALTERNATIVE DISPUTE RESOLUTION**

- 10.1 Our client is prepared to engage in ADR with a view to finding a collaborative way to move matters forward.

11. **NEXT STEPS**

- 11.1 In the absence of a full response within 14 days of this letter's date, we anticipate receiving instructions to commence legal proceedings, without further notice, for the total sum of £639,136.20 plus interest and costs.

- 11.2 Our client reserves all its rights, including the right to commence proceedings against the Paying Owners without further reference, should that prove necessary.





Yours faithfully

**Pinsent Masons LLP**

This letter is sent electronically and so is unsigned

Encl. (1) Draft Particulars of Claim (2) Bond (3) Deed of Covenant (4) Demand (5) 7 May Letter

BY E-MAIL ONLY TO [REDACTED]

FAO: Janet Keeley  
Fladgate LLP  
16 Great Queen Street  
London  
WC2B 5DG

**Your Ref:**  
**Our Ref:** AW49/KE0592.07031

11 February 2025

Dear Fladgate LLP

**RE: S106 AGREEMENT DATED 27 FEBRUARY 2017**

**OUR CLIENT: KENT COUNTY COUNCIL ("KCC")**

**RELEVANT PARTIES: (1) HODSON DEVELOPMENTS (ASHFORDS) LIMITED ("HODSON"), (2) HODSON DEVELOPMENTS (CG ONE) LIMITED ("HODSON (CG ONE)"), (3) HODSON DEVELOPMENTS (CG TWO) LIMITED ("HODSON (CG TWO)"), (4) CHILMINGTON GREEN DEVELOPMENTS LIMITED ("CHILMINGTON"), (5) HODSON DEVELOPMENT (CG THREE) LIMITED ("HODSON (CG THREE)") AND (6) HODSON DEVELOPMENT (CG FIVE) LIMITED ("HODSON (CG FIVE)") (HEREAFTER COLLECTIVELY REFERRED TO AS "THE PAYING OWNERS")**

We write further to your letter of 23 August 2024 which provided a substantive response to our letter of 2 August 2024.

Your letter of 23 August 2024 failed to put forward any sensible proposals for ADR on the basis set out in our letter of 2 August 2024. As such, we expect to receive instructions from our client to issue proceedings in due course and without further notice to your client.

As we have previously stated, issuing proceedings will provide your client with the opportunity to file and serve a properly pleaded defence, at which point in time our client can reconsider the appropriateness or otherwise of participating in ADR with your client, given that the parties will then have a better understanding of each other's position.

In the meantime, in relation to your client's previous requests that it be provided with copies of "*invoices and supporting documents*" and that its "*independent education consultant be permitted to inspect the supporting documents to verify the expenditure...*", your client has already been provided with a copy of a spreadsheet showing all capital expenditure and which was enclosed in our letter of 2 August 2024.

As such, it is our client's position that your client has already been provided with sufficient information (via the spreadsheet) to evidence spend. In any event, your client's previous requests are unnecessary as neither the invoices nor any "*supporting documents*" are relevant to your

Pinsent Masons LLP

1 Park Row Leeds LS1 5AB

T +44 (0)113 244 5000 F +44 (0)113 244 8000 DX 26440 Leeds 28

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client's liability to pay the sums sought by our client. To the extent your client disagrees then it will be necessary for your client to pursue an application for disclosure within the course of the proceedings in due course.

Yours faithfully



**Pinsent Masons LLP**

Mr A Foot  
Director, Education Funding Group Department for  
Education  
Department for Education  
Sanctuary Buildings  
Great Smith Street  
Westminster  
London  
SW1P 3BT

Kroner House  
Eurogate Business Park  
Ashford  
Kent  
TN24 8XU

Our Ref: DA/jah  
Date: 20 September 2018

Dear Mr Foot

**Wave 13 Mainstream School Application  
Chilmington Green – New Secondary School Provision**

We write to seek advice and support on how together with the Department we bring forward a new secondary school to serve the growing town of Ashford, Kent. We would particularly welcome assurance that any application to Wave 13 would be considered.

Ashford is included in the "List of Targeted Local Authority Districts" for Wave 13 free school applications. However, the New Schools Network has indicated to potential promoters that an application to the Wave would not be successful as there is insufficient basic need. This assumption is correct if only the evidence base of Kent County Council's 2017 SCAP return is considered. However, through the work KCC has been undertaking with the Department and the ESFA to find a solution to its current capital pressures it has been accepted that KCC's stated commissioning needs are justified, and that the forecasts presented in the 2017 SCAP are modest as these do not include anticipated demand from new housing. The forecasts submitted in to 2018 SCAP, which include housing demand and utilise the new planning areas agreed with the Department, show a very clear basic need for new provision in

Ashford town:

**SCAP 2018 data: School-based surplus/deficit capacity summary**

Planning group code	Year Group	2017-18 capacity	2017-18 (A)	2018-19 (F)	2019-20 (F)	2020-21 (F)	2021-22 (F)	2022-23 (F)	2023-24 (F)	2024-25 (F)
886NS01	Year 7	758	94	49	-52	-81	-64	-99	-167	-165
886NS01	Years 7-11	3,800	642	520	289	15	-205	-430	-652	-769

Kent County Council's Commissioning Plan for Education Provision 2018-22 identifies the need for a new secondary at Chilmington Green from September 2022. Initially this is intended to be 4FE, growing to 6FE and then to 8FE as demand dictates.

Chilmington Green is on the edge of Ashford town. It is a consented development of 5750 new homes, construction of which is underway. The Section 106 agreement provides a serviced secondary school site (to be made available to KCC free of charge). This will be an 8ha site. The location has been agreed and a restriction registered with the Land Registry to prevent disposal without KCC's consent.

Contributions to fund the school will predominantly come from this development (to fund 6FE of the planned 8FE), but in phases. Further contributions will be provided by other major sites across the Town, again linked to development triggers.

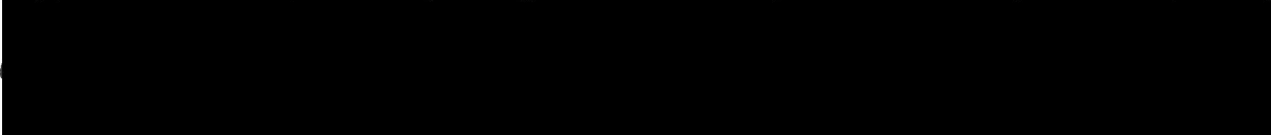
The issue we need to overcome is how the school's capital costs can be met ahead of the full contributions being received by KCC from developers. Understandably developers need to phase contributions for cash flow reasons. Basic Need funding is provided to KCC but as has already been explained to the Department and ESFA, the allocation of funding based on the annual growth in pupil numbers does not support the delivery of new schools which have high upfront capital costs and will fill as pupils move in to new houses. On 11 March 2016 Lord Nash and Brandon Lewis wrote to authorities and developers explaining that the Free School programme could help in situations like this. Therefore, we request support in bringing forward this new school.

In summary the situation is:

- Ashford is in a targeted District for Wave 13
- We have a site, in the ownership of the developer (Hodson)
- We have potential sponsors wishing to promote the school (Hadlow Group, United Learning Trust, and Tenterden Schools Trust)
- Developer contributions amounting to £22.5m will be paid in due course to KCC by Hodson as various trigger points are met and this funding will be passed to the DfE by the County Council when it is received
- Homes England is working with Hodson to support bringing forward this essential development site

In light of this, the Wave 13 Free School programme seems to be the natural, logical solution. Promoters are willing to submit applications but, having been advised these will not be successful, they are understandably reluctant to invest the considerable time and resources necessary to generate credible submissions. We are seeking assurance that any application for a new school at Chilmington Green would be positively received, and that the Department will engage in dialogue with KCC, Hodson and potential promoters to join together the related strands which can see this school opened for September 2022.

Yours sincerely

Roger Gough Cabinet Member Kent County Council	Alan Hodson MD Hodson Developments	Paul Hannon CEO Hadlow Group PP P. Boxall	Jon Coles CEO United Learning Trust	Sally Lees CEO Tenterden Schools Trust
				



# Chilmington Secondary School - Meeting with KCC/DfE/Hodson/ULT - via Skype

24 March 2020

## **Present:**

Lee Round, Vicky Thistlewood, Henry Clarke - KCC

Kerry Buchanan - DfE

Alan Hodson - Hodson Developments

Euan Graham, Grant Charman, Beth Walker - ULT

LR chaired the meeting

**School place pressures** - LR advised that across Ashford for Year 7 entry in secondary schools, KCC had had to put in place an additional 7FE last year and 6FE this year (approximately 160 places to meet the 'offer day' requirements) - KCC is still seeing significant pressure in the District. Norton Knatchbull has expanded permanently, with the other secondary schools expanding temporarily - the focus for permanent provision is at Chilmington Green.

KCC Education is still aiming for September 2022 to open Chilmington - if this moves back, KCC will need to look at where to put in provision elsewhere.

Similar numbers are required for next year with the peak coming in 2023/24.

## **Land transfer**

Under the S106, this is due to take place in September 2020. A draft transfer agreement with the DfE (HoT) is almost complete and near to sign off. Questions were raised concerning claw back of the site if the build does not progress as planned and that this should be reflected in the transfer document to the DfE (post meeting note - there is nothing in the S106 requiring the land to be handed back to the developer. There is a claw back regarding financial payments, requiring funds to be returned to Hodson Developments (HD) if they remain unspent 10 years after the last payment for which they were intended).

KCC has not spoken to HD about when the site will be transferred.

KB asked if HD have carried out the required land surveys in accordance with the site transfer date. AH advised that they are moving forward on surveys. HD has also met with Ashford Borough Council (ABC) regarding the plans for Access C and their desire to progress planning for the road that will wrap around the school site and join up with Chilmington Green Road - along which the services will run. They have also spoken to ABC about a housing development on land in the vicinity. Services for the school site will come from the development that is being constructed at present (in Phase 1). If Hodson get had the greenlight to get on with things, then the access could be completed within 12 months.

AH confirmed that conversations have taken place with the DfE but not managed to move anything forward. There is a question mark over who HD should speak to in the DfE.

KB asked if the transfer of land for Sept 2020 is still planned. - AH confirmed that the land is there to be transferred and the process should be very straightforward. However, the access road and services would not be available at the time of transfer.

## **DfE Wave Funding**

AH explained that the Chilmington development is two years behind on its house build and is of the understanding that the secondary school build is moving forward under a different funding scheme to the triggers set out in the S106.

KB - the Wave funding will fund the build and it is accepted that the DfE will forward fund the scheme. The element that is undecided is the utilities/enabling works that are required. The funding that is used for Free Schools does not extend to these works. If the S106 triggers were pushed back, would HD put the S106 money into the utilities/enabling works in the first instance? The DfE can offer some flexibility on the S106 triggers as the site and financial contributions are not necessarily required by September 2020. The DfE requires HD to set out what trigger changes it is looking for.

**Action** - HD to advise KB/DfE of its request for contribution changes (by beginning of May 20). LR to speak to KB about flexibility in the DfE's developer contribution repayments.

KB to speak to the DfE Developer Loans for Schools colleagues to progress HD's application for funding.

## **Progress on design/delivery timetable -**

KB - the DfE is aiming for September 2022 to open the school. An initial budget for the project has been set and technical advisors are on board. These will start the feasibility work. However, this is being held up by Covid 19, which is preventing surveys from being carried out.

A License to Access the land is now required. VT speak to HC and progress this. **Action**

In terms of surveys - KB asked for the DfE to have access to the ones that HD is carrying out. **Action:** VT to advise KB which ones HD is required to do.

The DfE has agreed with ULT that this project will be a net zero carbon build.

ULT is waiting for the DfE to come to them. They have a working group established looking at their element of the design/build

ABC met with ULT - ABC set out the visioning work on Chilmington Green and stakeholder group/community consultation.

Plans if the school build is delayed - LR asked if there was still the possibility of putting in temporary provision at Wye. ULT advised that there were no specific plans for this.

## **Covid 19**

HD is still on-site building, with several house exchanges to be completed. Reservations have now gone flat.

DfE - survey works are now on hold and there are big risks with progressing the project at this stage as design work really can't be done over the phone.

ULT - estates team is set up and ready to go with this.

## **AOB**

HC asked that he is informed of the outcomes of conversations so that these can be reflected in HoT - once this is agreed, he will pick up on the transfer of the land to KCC and on to the DfE.

**Archived:** 17 February 2025 11:52:53  
**From:** [Alan Hodson](#)  
**Sent:** 05 June 2020 14:37:51  
**To:** [Adams, David - CY EPA](#)  
**Subject:** RE: Chilmington Green Secondary School  
**Importance:** Normal  
**Sensitivity:** None

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Dear David,

Thank you for the above email. I hope you are keeping well.

I can confirm I have spoken with Kerry Buchanan on a number of occasions.

We are now preparing a Report for him which will then allow the DofE to consider the funding of the Secondary School and infrastructure works relating to the school.

I will keep you fully informed with the progress.

Kind regards,

Alan

Alan Hodson

HODSON DEVELOPMENTS

Office 9, 55 Park Lane, London W1K 1NA

[www.hodsondevelopments.com](http://www.hodsondevelopments.com)



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**From:** [REDACTED]  
**Sent:** 06 May 2020 20:21  
**To:** Alan Hodson  
**Subject:** Chilmington Green Secondary School

Dear Alan,

I spoke with the DfE yesterday to chase up on where you and they have got to in terms of discussing changes to trigger dates for

the S106 payments. The outcome was:

1. They are waiting for you to put a proposal to them regarding what change you would like to see. They will then consider this.
2. They would want a progress update on where you have got to regarding the provision of infrastructure to the site.

I appreciate this is likely to be a challenging time for you as it is for many companies, but I don't want you to miss this opportunity to secure some support. Can you please provide them with this information within the next two weeks?

Regards

**David Adams** | **Interim Director Education** | Kent County Council | Sessions House, County Hall, Maidstone, Kent, ME14 1XQ | Internal: [REDACTED] [www.kent.gov.uk](http://www.kent.gov.uk)

PA: Amy Checksfield – [REDACTED]

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Mr A Hodson  
Hodson Developments  
Office 9  
55 Park Lane  
London W1K 1NA

**Sessions House**  
County Hall  
Maidstone  
Kent ME14 1XQ

Direct Dial: [REDACTED]  
e-mail [REDACTED]  
Our Ref: DA/jah  
Date: 23 July 2020

Dear Alan

### **Chilmington Green Secondary School**

Thank you for your time on 16<sup>th</sup> July 2020. In this conversation we discussed the delivery of Chilmington Green Secondary School. I would like to set out the options which we believe are feasible, would assist Hodson Developments, enable the Wave Funding to proceed and fulfil KCC's requirements to open this school by September 2022. I appreciate that you expressed reservations in our conversation, but I believe we should explore this further. To that effect I am grateful that you agreed to make your team available to help us explore some of the points below.

Whilst we understand that Condition 27 requires Access C to be in place prior to the occupation of 2000 units or the opening of the school, whichever comes soonest, the County Council is able to offer an alternative solution which would, in principle be acceptable to KCC Highways and ABC Planning. The following, without prejudice offer is set out below:

- KCC forward funds\* the provision of highways/construction access to the secondary school site via Chilmington Green Road (CGR). Widening of the carriage way and other measures are required.
- KCC forward funds\* the provision of utilities to the school site via – alternative location to be identified.
- KCC forward funds\* the provision of an active travel route from the bottom of The Avenue travelling north to the school site via CGR.
- KCC forward funds the provision of a pedestrian crossing on CGR.
- KCC will work with the DfE to offer an alternative S106 payment schedule based on occupations rather time. It should be noted however, that the variation request that Hodson Developments has made to the DfE is not acceptable.

\*Funds forwarded by KCC will be required to be repaid by Hodson Developments, the timing of which is to be agreed. I recognise you might feel this requires you to double fund aspects of infrastructure, or fund unnecessary infrastructure, however the savings and relief from existing S106 requirements would be significant for Hodson Developments.

For this offer to proceed, Hodson Developments would need to fulfil the following:

- Submit a S73 application to Ashford Borough Council by September 2020 to have the secondary school removed from Condition 27.
- Transfer the land to KCC by September 2020 with all surveys fulfilled (as per Schedule 15a of the S106)
- Provide land to the east of CGR running north from the bottom of The Avenue to the school site, capable of providing a walking and cycling route, with transfer to take place by December 2020.

The provision of the Secondary School represents a major piece of education and community infrastructure, which not only serves the needs the Chilmington residents but also assists in placemaking and ultimately, house sales.

There is a growing indigenous population in the area in addition to growth caused by this development. Should the delivery of the secondary school be delayed, the nearest surplus in secondary provision is in Cranbrook at High Weald Academy which is 17 miles from the centre of Ashford. There is also capacity available in Dover, Astor College but would mean children travelling 26 miles to their school. The location of Chilmington Green development site in relation to existing school provision will mean that its residents will experience the greatest difficulty securing secondary school places in existing schools.

As we have discussed, without the timely transfer of the land and removal of the school from Condition 27 the DfE Wave Funding for the school remains at significant risk. Should the DfE decide to withdraw the Wave, KCC will be left with no alternative but to revert to the S106 obligations, which includes the requirement for bonds.

Hodson Developments is currently in breach for the following:

- The provision of a Bond to the value of the Stage One Secondary Contribution 1 plus the Stage One Secondary Contribution 2 (£500,000 and £4,500,000 – total £5,000,000). This obligation is set out in Schedule 15 Paragraph 42(a) of the Agreement.
- The Bond in respect of the Stage One Secondary Contribution 3 plus Stage One Secondary Contribution 4 (£6,000,000 and £2,550,000 – total £8,550,000). This obligation is set out in Schedule 15 Paragraph 42(b) of the Agreement.
- Payment of the Stage One Secondary Contribution 1 - £500,000. This obligation is set out in Schedule 15 Paragraph 41(a) of the Agreement.
- Payment of the Stage One Secondary Contribution 2 - £4,500,000. This obligation is set out in Schedule 15 Paragraph 41(b) of the Agreement.

The County Council is keen to work with Hodson Developments to bring about a satisfactory conclusion to these issues which not only delivers the school by September 22 but also supports housing delivery.

I look forward to hearing from you on this matter.

Yours sincerely



**David Adams**  
Interim Director Education



**Archived:** 17 February 2025 11:53:16

**From:** [Alan Hodson](#)

**Mail received time:** Thu, 10 Dec 2020 14:40:42

**Sent:** Thu, 10 Dec 2020 14:40:22

**To:** [BUCHANAN, Kerry](#)

**Subject:** RE: Secondary school

**Importance:** Normal

**Sensitivity:** None

**Attachments:**

[Chilmington Green Secondary School Report - December 2020.pdf](#) 

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Dear Kerry,

Thank you for your time on Tuesday. I hope our discussion was helpful.

As agreed, please see attached the up to date proposal for funding the Secondary School. I am happy to go through the report with you. Do let me know.

I look forward to hearing from you.

Kind regards

Alan Hodson

HODSON DEVELOPMENTS

Office 9, 55 Park Lane, London W1K 1NA

[www.hodsondevelopments.com](http://www.hodsondevelopments.com)



**DEVELOPER OF THE YEAR**

---

**From:** BUCHANAN, Kerry 

**Sent:** 08 December 2020 12:30

**To:** Alan Hodson 

**Subject:** RE: Secondary school

Hi Alan,

I could make some time at 4pm if that works for you? Otherwise tomorrow is less busy. My mobile number is below.

---

\cbpat4

**Kerry Buchanan**

Project Director, Free Schools Capital, Capital Group | Operations Directorate |

Department for Education | Fifth Floor | Sanctuary Buildings | 20 Great Smith Street | London | SW1P 3BT

\cbpat4Email [REDACTED]

\cbpat4Tel: [REDACTED]



Department  
for Education

-----Original Message-----

From: Alan Hodson [REDACTED]

Sent: 08 December 2020 12:05

To: BUCHANAN, Kerry [REDACTED]

Subject: Secondary school

Kerry good afternoon

I wonder if you would be available for a call this afternoon I would also be grateful if you could send me your contact number  
Thank you Regards Alan Hodson

Sent from my iPhone

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Alan Hodson  
Hodson Developments

**Kroner House**  
Eurogate Business Park  
Ashford  
Kent  
TN24 8XU

BY EMAIL ONLY

Direct Dial: [REDACTED]  
e-mail [REDACTED]  
Our Ref: LR/jah  
Date: 09 February 2021

Dear Alan,

### **Chilmington Green Secondary School**

Thank you for your time today. Your offer to deliver the infrastructure required in line with the s106 agreement is encouraging.

We are all aware that that this is a time critical issue. The need to provide the secondary school is urgent and acute. Therefore, for KCC to give serious consideration to your offer, it is essential that we be convinced that Hodson Developments is in a position to deliver this with-in the timescales and budget you articulated. These were:

*Stage 1 A = Access C roundabout – complete by August 2021*

*Stage 1 B = Footpath Link, Foul Drainage, Storm Drainage (Temporary), Services – complete by July 2021*

*Stage 2 A = Chilmington Avenue Extension, Storm Drainage (Permanent) – complete by November 2021*

*Confirmation that detailed planning permission is in place for these works*

*Cost £2,679,676.72*

In addition, KCC will need confirmation that any outstanding surveys (listed below) and mitigation works required will also be complete no later than the end of September 2021. Please provide a copy of any completed surveys, contracts, or work orders to that effect.

Surveys required:  
Contamination  
Protected species  
Ordnance  
Rubbish  
Adverse ground and soil conditions

The topography of the site has been received and I thank you for this. We will review this and come back to you if we have any questions.

In order to provide the level of assurance KCC requires to give serious consideration to this offer, we require supporting documentation, such as copies of the contracts with your contractors, delivery plans and timetables for the works referred to above.

KCC will also expect to be able to have a conversation with the contractors to ensure that they:

- a) agree with the terms as laid out in the contract, and
- b) can complete the works within the timescales you have identified.

Please provide this documentation by close of play Friday 19 February. I am assuming that, as you are working with these contractors on a regular basis, this timeline should not be an issue.

Yours sincerely



**Lee Round**  
Area Schools Organisation Officer  
South Kent

CC  
Thomas Hodson – Hodson Developments  
Peter Reed – Hodson Developments  
David Adams, Interim Director of Education  
Victoria Thistlewood, Project Manager KCC Infrastructure



Alan Hodson  
Via email

**Kroner House**  
Eurogate Business Park  
Ashford  
Kent  
TN24 8XU

Direct Dial:

e-mail

Our Ref: LR/jah

Date: 22 March 2021

Dear Alan

**Reference: Transfer of the Chilmington Green secondary school site, forward funding of the infrastructure and a Deed of Variation of the S106 triggers**

You no doubt will be aware that Kent County Council (KCC) are looking to take enforcement action as Hodson Developments have failed to comply with their obligations to provide to the Kent County Council funds, bonds, and a Secondary School Site (as defined in the s. 106 Agreement) free from encumbrances. A draft of those papers has been issued to your legal representatives today.

However, we believe that there is a way forward which may mean that enforcement action will not be required.

The transfer of the secondary school site is a critical element in ensuring that the DfE have confidence that the secondary school can be delivered on time and supports securing the forward funding that the Wave programme offers. The DfE has indicated it would expect the transfer of the secondary school site with all surveys complete, services and access to the site as outlined in the s106 transfer requirements, at the latest, by the end of 2021 to allow for adequate build time.

To have confidence that this can be achieved, KCC expects that the school site will be transferred to KCC without the charge currently placed on the land by Homes England by 09 April 2021.

If the land is transferred to KCC by said date, KCC is willing to support Hodson Development's responsibility to complete the surveys, services and access to the site, as outlined in the s106 agreement, by forward funding this to a maximum of £3,100,000 (Three Million, One Hundred Thousand Pounds). It is anticipated that work will be paid in arrears as invoices are presented to KCC. This forward funding will need to be repaid to KCC on or before the occupation of 749 dwellings.



In addition, KCC will support a Deed of Variation of the s106 regarding the secondary school only, in line with the triggers suggested by yourself to the DfE and set out below. The repayment of the surveys and infrastructure costs would be included as a separate s106 payment within the Deed of Variation. I can also confirm that should the Deed of Variation be agreed no bond will be required for the secondary school site.

For clarity, to stop KCCs' s proposed enforcement action and to secure KCC's commitment to forward fund the surveys, services and access to the site and to enter into a Deed of Variation of the s106, including the removal of the requirement for Bonds, we require the following:

1. The secondary school, site transferred to KCC without the Homes England Charge by 09 April 2021.
2. A commitment from yourselves that you will enter into a deed of variation as outlined below, also by 09 April 2021.

#### **Proposed s106 trigger changes.**

##### **Repayment of infrastructure forward funding**

Contribution	Trigger	Value
Repayment of infrastructure funding	Occupation of 749 homes	£3,100,000 (or the amount forward funded by KCC if less than £3,100,000)

##### **Secondary School Contributions**

Stage 1 Contribution 1	The earlier of 1,000 occupations or March 2026	£2,258,333
Stage 1 Contribution 2	12 months after S1C1 or March 2027	£2,258,333
Stage 1 Contribution 3	24 months after S1C1 or March 2028	£2,258,333
Stage 1 Contribution 4	36 months after S1C1 or March 2029	£2,258,333
Stage 1 Contribution 5	48 months after S1C1 or March 2030	£2,258,333
Stage 1 Contribution 6	60 months after S1C1 or March 2031	£2,258,333
Stage 2 Contribution 1	3,500 dwellings	£3,000,000
Stage 2 Contribution 2	12 months after S2S1	£3,000,000
Stage 2 Contribution 3	36 months after S2S1	£1,500,000
Stage 2 Contribution 4	72 months after S2S1	£1,500,000
<b>Total</b>		<b>£22,500,000</b>

I hope we can resolve the current situation in everyone's best interests.



Yours sincerely



**Lee Round**  
Area Schools Organisation Officer  
South Kent

CC  
David Adams, Reconnect Programme Director KCC  
Nagla Stevens, Principal Solicitor Invicta Law