

Community Hub Facilities, Community Development Worker, the Local Centre Land and Employment Land, Police, Healthcare, Travellers, Libraries, Civic Amenities, Community Liaison

Community Hub Facilities

1.1 The Owners shall not Occupy more than 600 Dwellings until it has requested confirmation in writing from the Borough Council as to whether the Borough Council requires the Police Facility be provided and if no confirmation is received from the Borough Council within 90 Business Days, the Borough Council shall be deemed to have confirmed to the Owners on the expiry of 90 Business Days from the date of the request that the Police Facility is not required to be provided.

1.2 The Owners shall not Occupy more than 600 Dwellings until it has requested confirmation in writing from the Borough Council as to whether the Borough Council requires the Healthcare Facility be provided and if no confirmation received from the Borough Council within 90 Business Days, the Borough Council shall be deemed to have confirmed to the Owners on the expiry of 90 Business Days from the date of the request that the Healthcare Facility is not required to be provided

1.3 The Owners shall not Occupy more than 600 Dwellings until it has submitted the Community Hub Strategy to and received approval from the Borough Council for approval such strategy to include in the event that the Borough Council has confirmed in writing that it requires the Police Facility to be provided, details of the Police Facility and in the event the Borough Council has confirmed in writing that it requires the Healthcare Facility.

1.4 On receipt of approval of the Community Hub Strategy from the Borough Council the Owners shall apply for and diligently pursue all Necessary Consents required for the construction of the Community Hub Facilities and shall construct, make available for public use and maintain the Community Hub Facilities in accordance with the approved Community Hub Strategy, any Trigger Events approved therein and all Necessary Consents.

1.5 The Owners shall not Occupy more than 1600 Dwellings until:

- the Sports and Community Hall has been Completed and made available for public use;
- the Owners have Transferred primary responsibility for the Sports and Community Hall to the body specified in the in the Community Hub Strategy approved by the Borough Council pursuant to paragraph 1.3 above; and
- procured that the management and maintenance of the Sports and Community Hall is carried out in accordance with the approved Estate Plan and Community Hub Strategy.

2. Community Development Worker

2.1 The Owner shall not Occupy more than 100 Dwellings until it has undertaken the following:

- agreed with the Borough Council a suitable job description for the Community Development Worker (to be substantially in accordance with the draft job description at Annex 3 of this Schedule 3) and the method for advertising and publicizing such agreed job description;
- used Reasonable Endeavours for a period of no less than 6 months to advertise the Community Development Worker role in accordance with the details agreed with

the Council pursuant to paragraph 2.1(a) above and to recruit an individual to that role; and

subject to an individual being appointed as the Community Development Worker, agreed with the Borough Council the location of and provided temporary nonresidential workspace accommodation for use by the Community Development Worker.

PROVIDED THAT if the Owners have been unable to recruit a Community Development Worker despite having complied with its obligations in paragraphs 2.1(a) and 2.1(b) above, paragraph 2.1(c) shall be of no further effect and the Owners shall be under no further obligation in relation to recruitment and provision of a Community Development Worker.

2.2 Where a Community Development Worker has been appointed but subsequently becomes vacant for whatever reason then the Owner shall use Reasonable Endeavours to promptly procure (in consultation with the Borough Council) that the post of the Community Development Worker will be filled as soon as reasonably practicable.

2.3 For the avoidance of doubt the obligations in paragraphs 2.1 and 2.2 of this Schedule shall be of no further effect if (despite having used its Reasonable Endeavours for at least 6 months to recruit a suitable individual for the role in

3 Local Centre Land and Employment Land

3.1 The Owners shall not Occupy more than 600 Dwellings or submit a Reserved Matters Application relating to the Local Centre Land or Employment Land until a Marketing Strategy has been submitted to and approved by the Borough Council and thereafter the Owners shall implement the approved Marketing Strategy in respect of the Local Centre Land and the Employment Land.

3.2 Subject to paragraph 3.3 below, construction of the Local Centre and Employment Land shall commence as soon as reasonably practicable subject to the development of the Local Centre and Employment Land being the subject of contractual commitments by future owners and or occupiers to occupy the Local Centre and Employment Land.

3.3 No more than 1,800 Dwellings shall be Occupied unless and until the development of the Local Centre Land has been Completed and made available for the intended use for that land save that where the Owners are able to demonstrate to the Borough Council's reasonable satisfaction that it has not been possible through the Marketing Strategy to secure sufficient Occupiers for the Local Centre to justify commencement of development of the same or where occupiers have been recently secured but there will be insufficient time to complete prior to the relevant trigger then the Owners may seek approval from the Borough Council to an extension or series of extensions to the said trigger or any revised trigger approved for this purpose such approval not to be unreasonably withheld or delayed.

3.4 The Local Centre and Employment Land shall be Reserved for a sufficient period of time to enable the Owner to comply with its obligations under paragraph 3.1 to 3.3 above or until such time as planning permission has been granted for any alternative use or development (whichever is later).

Police Contributions Police Facility

41,1 If the Police Facility is to be provided (pursuant to receipt of the Borough Council's confirmation in paragraph 1.1 above) the Owners shall not Occupy more than 1800 Dwellings until it has:

- a) provided the Police Facility; and

- b) has offered the Police Facility to the Police Force on the Police Force Facility Lease Terms.

4.2 The Owner shall use its Reasonable Endeavours for a period of no less than six months after first offering the Police Facility to the Police Force (pursuant to paragraph 4.1(b)) to enter into a Police Force Facility Lease with the Police Force PROVIDED THAT if the Owners have been unable to do so despite using their Reasonable Endeavours for no less than six months they may use the Police Facility for such other uses as may be agreed with the Borough Council subject always to the Borough Council having first confirmed in writing that it is satisfied that the Owners have used their Reasonable Endeavours for a period of no less than six months to enter into a Police Force Facility Lease with the Police Force.

Police Contribution

4.3 The Owners shall pay the Police Contribution to the Borough Council in the following instalments:

- (a) on Commencement of Development, 10% of the Police Contribution;
- (b) prior to Occupation of 1,600 Dwellings, 50% of the Police Contribution; and
- (c) prior to Occupation of 2,240 Dwellings, the remaining 40% of the Police Contribution.

4.4 The Owners shall not Commence Development or Occupy the number of Dwellings specified (as applicable) as referred to in paragraph 4.3(a) to 4.3(c) unless and until the relevant instalment of the police contribution that has fallen due has been paid in full.

5 Library Facilities Contribution

5.1 The Owner shall pay the Library Facilities Contribution to the County Council the following instalments:

- (a) 10% on the Commencement of Development;
- (b) 45% prior to Occupation of 240 Dwellings; and
- (c) 45% prior to Occupation of 450 Dwellings.

save in respect of the Library Facilities Contribution apportionment of £28,070.00 for the extension of Hathern Library which shall be payable as follows:

- (i) 50% on Commencement of Development; and
- (ii) the balance of 50% prior to Occupation of 150 Dwellings.

6 Gypsy and Traveller Land

6.1 Prior to Occupation of the 1300th Dwelling the Owners shall Transfer the Gypsy and Traveller Land to the County Council for £1 and on similar terms to be specified in Annex 1 of Schedule 2 amended as necessary (and in particular exclusion of paragraphs 7 and 8) so as to be applicable to the transfer and use as Gypsy and Traveller Land.

7 Travelling Showpeople Land

7.1 Prior to Occupation of the 2050th Dwelling the Owners shall submit to the Borough Council the Marketing Strategy for the Travelling Showpeople Land (such Strategy to be implemented as approved) and will thereafter make available the Travelling Showpeople Land for use by Travelling Showpeople from that date in accordance with the Marketing Strategy and will seek to secure a transfer of the same pursuant to private sale or lease (on heads of terms approved pursuant to the Marketing Strategy) at the earliest opportunity following the approval of Marketing Strategy.

7.2 The Owners shall Reserve the Travelling Showpeople Land for this purpose and make this available for this use in accordance with paragraph 7.1 and the approved Marketing Strategy unless and until it is accepted by the Borough Council (as confirmed in writing) that there is no demand for the Travelling Showpeople Land at which point all obligations in this Deed relating to Travelling Showpeople and the Travelling Showpeople Land shall cease and determine.

8 Civic Amenity

8.1 The Owners shall pay the Civic Amenity Contribution to the County Council in the following instalments:

- (a) £45,000 payable prior to Occupation of 250 Dwellings;
- (b) £45,000 payable prior to Occupation of 1,000 Dwellings; and
- (c) £45,000 payable prior to Occupation of 2,200 Dwellings.

9 Healthcare

9.1 In accordance with clause 9.8 below upon Occupation of every 250th there will be a Healthcare Needs Review.

9.2 The Owners shall not Occupy more than 600 Dwellings until they have submitted to and received approval from the Borough Council of a Healthcare Facility Marketing Strategy and the Healthcare Facility Works Specification.

9.3 Upon approval of the Healthcare Facility Marketing Strategy and the Healthcare Facility Works Specification submitted in accordance with clause 9.2 above for a period of no less than 12 months the Owners shall:

- (a) market the Healthcare Facility in accordance with the approved Healthcare Facility Marketing Strategy;
- (b) use Reasonable Endeavours to agree the Healthcare Facility Lease with Health Service Body for construction and fit out of the Healthcare Facility in accordance with the Healthcare Facility Works Specification; and
- (c) grant to the Health Service Body the Healthcare Facility Lease.

9.4 The Owners shall not Occupy more than 1500 Dwellings until either:

- (a) a Healthcare Facility Lease or a legally binding agreement to enter into agreed form of lease has been entered into for the Healthcare Facility : evidence of the same has been provided to the Borough Council; or
- (b) if a Healthcare Facility Lease has not been entered into for the Healthcare Facility and the Borough Council has confirmed in writing. It is satisfied that the owners have used reasonable endeavours to market the healthcare facility in accordance with the healthcare facility marketing strategy but has failed to agree terms with a health service body despite having used its reasonable endeavours the owners shall pay the healthcare contribution, bracket or any part not spent under the healthcare needs review process bracket to the Borough Council.

9.5 In the event a Healthcare Facility Lease is entered into the Owners shall not ^ Occupy more than 1800 Dwellings until the Healthcare Facility has been Completed and Transferred to a Health Service Body and is open for use in accordance with the relevant Healthcare Facility Lease save that this restriction shall not apply where all of the following circumstances apply:

- a) where the Health Centre Lease has not been entered into for reasons not attributable to any act or default by the Owners;
- b) evidence of such to be supplied by the Owners to the Borough Council; and the Borough Council has agreed to defer such trigger such agreement not to be unreasonably withheld or delayed.

9.6 If the Healthcare Facility is provided it shall be located within the Community Hub to be provided within the Development and in accordance with the relevant Reserved Matters Approval save as otherwise agreed with the Borough Council.

9.7 If the Borough Council accepts the evidence provided to it pursuant to paragraph 9.4(b) and issues its written approval for the purpose of that paragraph, no more than 1800 Dwellings shall be Occupied until either the Healthcare Facility has been provided or the sum referred to in paragraph 9.4(b) has been paid.

Healthcare Needs Review

9.8 Prior to Occupation of every 250 new Dwellings constructed there will be a Healthcare Needs Review carried out initiated by the Owners and undertaken at the reasonable expense of the Owners.

9.9 In carrying out any Healthcare Needs Review the relevant Healthcare Needs Review Partner shall demonstrate that regard has been had to the following matters:

- a) the rate of take up of patient places in GP surgeries within the catchment area of the Development;
- b) patient yield within the Development; and
- c) the capacity of existing GP surgeries within the catchment area of the Development.

9.10 Any Healthcare Delivery Needs Partner served with a Healthcare Needs Review shall within 21 Business Days of receipt give notice in writing to the other Healthcare Needs Review Partners as to whether they agree the Healthcare Needs Review in question (the "Healthcare Needs Review Notice") and where any Healthcare Needs Review Partner does not confirm their agreement the

Healthcare Needs Review Partners shall together use Reasonable Endeavours to ^ reach agreement but if agreement is not reached within 21 Business Days of receipt of the last Healthcare Needs Review Notice to be served pursuant to this paragraph 9.10 then the Healthcare Needs Review shall be referred to a Specialist to be determined pursuant to the Dispute Resolution Procedure.

9.11 For the avoidance of doubt if any Healthcare Needs Review Partner shall fail to serve an Healthcare Needs Review Notice they shall be deemed to have confirmed their agreement to the Healthcare Needs Review in question.

9.12 Should there be found to be a temporary need for healthcare provision pursuant to the Healthcare Needs Review then the necessary amount of the Healthcare Contribution shall be paid to the Borough Council for use at the existing local facilities provided that such contribution cannot be sought after the date a Healthcare Facility Lease or a legally binding agreement to enter into an agreed form of lease has been entered into for the Healthcare Facility and the Healthcare Contribution is limited to the amount stated and any monies withdrawn from this will be correspondingly offset against the cost of the provision of the Healthcare Facility and PROVIDED ALWAYS THAT such amount shall not be more than 30% of the total Healthcare Contribution pursuant to any Healthcare Needs Review (including any subsequent reviews) or as otherwise agreed between the Owner and the Borough Council.

9.13 Should so much of the Healthcare Contribution become payable as a result of the Healthcare Needs Review that it renders the provision of the Healthcare Facility unviable including a reduced form of Healthcare Facility in the event that the Borough Council has confirmed at that time that this would be acceptable in principle) then for the avoidance of doubt the Healthcare Facility will not be provided and the remainder of the Healthcare Contribution will be payable prior to Occupation of 1800 Dwellings.

Community Liaison

10.1 The Owner shall not Commence Development unless and until it has used Reasonable Endeavours to secure the establishment of a new Community Liaison Group to operate in accordance with the terms of reference set out in Annex 2 of this Schedule 3 or such alternative terms of reference as may be approved by the Borough Council and it is acknowledged that the operation of the group shall rely in part on the cooperation of other parties intended to be members/attendees of the Community Liaison Group.

10.2 Unless otherwise agreed with the Borough Council the Owner shall operate the Community Liaison Group in accordance with such terms of reference during the construction of the Development and until 6 months after Completion of the Development.

ANNEXE 2:

Community Liaison Group Terms of Reference

1 Liaison Group - the agreed objective

- To provide an open line of communication with the communities most affected by the Development.
- To enable representatives of the community to be kept up to date as regards the Development.
- For attendees to table questions to be answered at the meeting or subsequently following receipt of information from technical specialists.
- Attendees will feedback information from the meetings to their parishioners and the communities they are representing to ensure the wider area is up to date.

2 Members/Attendees

- A representative of each of the Owner, the Borough Council and the County Council.
- The following groups shall be invited to field a representative for each meeting: Hathern Parish Council, Shepshed Town Council, the appointed Management Company and such other groups as the Borough Council may nominate (acting reasonably).
- A representative of such other groups or organisations as the Borough Council and the Owner may approve from time to time.

3 Principles

- The liaison group will run in accordance with the following principles:
- Diversity - communications will jargon free in appropriate formats and will be accessible to all
- Equality of opportunity - will give equal opportunity to all.
- Respect - will promote the spirit of mutual openness and will give swift and clear feedback.

4. Protocols for the Meeting

- The Owner's representative shall prepare the agenda and chair all meetings.
- The Community Liaison Group shall meet quarterly (or as agreed between the members of the group). Once approved, minutes will be uploaded to a publicly accessible website for residents to review.
- All attendees shall read the minutes in advance of the meeting and notify the group secretary of any agenda items or questions one week in advance of future meetings to ensure the relevant member of the project team for the Development can be in attendance to answer.
- All members will be provided with copies of the minutes in advance of meetings. These should be read in advance of the meeting so attendees do not have to repeat discussions held at previous meetings. However, any amendments to the meetings can be agreed at the subsequent meeting.

- A time limit of 2 hours will be set for each Community Liaison Group meeting, with the opportunity to increase this by a further 15 minutes if the need arises at the discretion of the Chair.
- The meeting will accept and adhere to normal debating protocols.

ANNEXE 3

Community Development Worker – Draft Job Description

Job title: community development officer

Job Purpose

- To engage and support new communities within the Development, identify and responding to key issues and needs as they arise through multiagency working that ensures clear outcomes within those neighbourhoods.
- Help coordinate the Community Liaison Group and deliver the outcomes relating to issues and actions raised.
- Delivery of an effective and appropriate service to all service users, fairly and without discrimination.

Main duties and responsibilities

- 1.To build relationships with local organisations, agencies and community networks for collaborative working.
- 2.To support the development and implementation of multi-agency approaches to identifying issues and delivering improvements.
- 3.To be responsible for implementing Neighbourhood Management processes by supporting Community Groups, Neighbourhood Forums and Community Hubs, whilst continuing to identify existing groups that may support these roles.
- 4.To research and gather information on the local community and understand the residential make up to assist delivery and inform decision making. This will include both desk based research and outreach work at events and door to door visits.
- 5.To identify the 'connectors' (movers and shakers) within communities and bring them together to help deliver improvements in and for the community, ensuring appropriate community engagement and participation of all interested parties and residents in the design, management, delivery and monitoring of community services.
- 6.To build cohesion amongst and between the diverse communities of Charnwood with particular focus on 'new' developments and the integration with the immediate neighbouring communities.
- 7.To work with local residents and organisations in the start-up of grass community projects that meet identified community need through capacity building, advice giving, and supporting, defining and building projects them, leading where appropriate.
- 8.To support and encourage local volunteering through advising, sign p and working with other local volunteering organisations. This will include training local community members to become resilient community ambassadors.
- 9.To take an active lead role working with community ambassadors in planning creative and engaging events and activities to encourage meaningful engagement.
- 10.To deliver an effective and appropriate service to all service users, fair and without discrimination.