

# **Flexibility is better than Prophecy (for Super Strategic Sites)**

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## **Appendix 6**

School Delivery Obligations  
The Houlton S.106 Agreement.

“School Building Notice: in relation to a School a notice served by the Owner on the County Council by which the Owner notifies an election to provide or Promote a School PROVIDED THAT any such School Building Notice shall not be effective in connection with any of the Obligations in Schedule 3 unless and until it is accepted in writing by the County Council”

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	relation to the Secondary School Site a parcel of land up to 10ha. may be Identified for the purposes of this Obligation 1 from which the Secondary School Site will derive for the purposes of any School Site Offer in relation to the same				
2	To Reserve the relevant School Site PROVIDED THAT in relation to the Secondary School Site a parcel of land up to 10ha. may be Identified for the purposes of this Obligation 2 from which the Secondary School Site will derive for the purposes of any School Site Offer in relation to the same	The relevant School Site as Identified pursuant to Obligation 1	Identification of the relevant School Site	The relevant School Site as Identified pursuant to this Obligation 1	The first to occur of (i) transfer of the relevant School Site to the County Council and (ii) Rejection by the County Council of the relevant School Site Offer
3	If a School Site Call Notice is served in relation to a School Site to make a School Site Offer in relation to the said School Site no later than 28 days from receipt of the said School Site Call Notice	The relevant School Site	Service of the relevant School Site Call Notice	The relevant School Site	The making of a School Site Offer in relation to the relevant School Site
4	In relation to each School unless in relation to it a School Building Notice has been served and accepted to pay the relevant School Payment 1 to the County Council no later than the relevant Trigger Event in the School Delivery Timetable	The Site	Commencement of Development	The Site	Payment of the relevant School Payment 1
				The Site	Acceptance of a School Building Notice for the relevant School
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
5	In relation to a School unless in relation to it a School Building Notice is accepted not to Occupy more Dwellings than shall exceed the relevant Trigger Number for the relevant School Payment 1 in the School Delivery Timetable until the relevant School Payment 1 has been paid to the County Council	The Site	Commencement of Development	The Site	Payment of the relevant School Payment 1
				The Site	Acceptance of a School Building Notice for the relevant School
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
6	Where in relation to a School a School Building Notice has been served and accepted to provide the	The relevant Key Phase within which the relevant School	Acceptance of the relevant School Building Notice	The relevant Key Phase within which the relevant School is included	Identification of the Reserved Matters Area for the relevant School

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	relevant School or phase thereof in accordance with the relevant Trigger Event set out in the School Delivery Timetable	is included		The relevant Key Phase within which the relevant School is included	Provision of the relevant School or phase thereof
Each Reserved Matters Area (other than any Residential Reserved Matters Area)				The Reserved Matters Start Date for the relevant Reserved Matters Area	
Each Residential Reserved Matters Area				The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied	
Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings				The Reserved Matters Start Date for the relevant Residential Reserved Matters Area	
Each parcel of RP Land				The date of acquisition by a Registered Provider of the relevant parcel of RP Land	
Each Exempt Unit				The date when the relevant Exempt Unit is acquired by a Beneficial Occupier	
7	Where in relation to a School a School Building Notice has been served and accepted to provide the relevant School or phase thereof in accordance with the relevant Trigger Event set out in the School Delivery Timetable	The Reserved Matters Area for the relevant School	The Reserved Matters Approval Date for the relevant School	The Reserved Matters Area for the relevant School	Provision of the relevant School or phase thereof
8	Where in relation to a School a School Building Notice has been served and accepted not to Occupy more Dwellings than shall exceed the relevant Trigger Number for the relevant School in the School	The Site	Commencement of Development	The Site	Provision of the relevant School or phase thereof
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	Delivery Timetable until the relevant School has been provided			Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
9	Where in relation to any School a School Contract Notice has been served to pay to the County Council each relevant instalment of the relevant School Payment (being as the case may be School Payment 2, School Payment 3 or, in relation to the Secondary School, School Payment 4 (if required) or, in relation to the Additional FE, School Payment 5 (if required) in each case no later than the relevant Trigger Event for the same in the relevant School Contract Notice	The Site	Commencement of Development	The Site	Payment of the relevant instalment of School Payment 2, School Payment 3 School Payment 4 and School Payment 5
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier