DATED 8th March 2024

(1) CHERWELL DISTRICT COUNCIL

(2) OXFORDSHIRE COUNTY COUNCIL

(3) THE WARDEN AND SCHOLARS OF THE HOUSE OR COLLEGE OF SCHOLARS OF MERTON IN THE UNIVERSITY OF OXFORD

PLANNING OBLIGATION BY DEED OF AGREEMENT

under section 106 of the Town and Country Planning Act 1990 relating to land adjoining and west of 161 Rutten Lane, Yarnton, Oxfordshire OX5 1LT

Application Number: 21/03522/OUT

Planning Appeal Reference No: APP/C3105/W/23/3329587

Pinsent Masons

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THIS DEED OF AGREEMENT is made on 8th March 2024.

BETWEEN:-

(1) **CHERWELL DISTRICT COUNCIL** of Bodicote House, Bodicote, Banbury, Oxfordshire OX15 4AA (the "**District Council**");

(2) **OXFORDSHIRE COUNTY COUNCIL** whose principal office is at County Hall, New Road, Oxford OX1 1ND (the "**County Council**"); and

(3) **THE WARDEN AND SCHOLARS OF THE HOUSE OR COLLEGE OF SCHOLARS OF MERTON IN THE UNIVERSITY OF OXFORD** of Merton College, Oxford OX1 4JD (the "**Owner**").

WHEREAS:-

(A) The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.

(B) For the purposes of the Act the County Council is the county planning authority and for the purposes of the Highways Act 1980 and the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004, the highway authority and the traffic authority for certain highways in the area which includes the Site and it also has powers and duties in respect of education and the provision of library facilities and waste disposal for the area in which the Site is situated.

(C) The Owner is the freehold owner of the Site as set out in Schedule 1.

(D) The Owner submitted the Application to the District Council and subsequently submitted the Appeal to the Planning Inspectorate for non-determination of the Application by the District Council.

(E) The covenants in Schedule 9 (Access to the Playing Field Site) are contractual covenants and not planning obligations made under section 106 of the Act and are therefore such covenants are not subject to Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

(F) The Owner enters into this Deed with the intention that the covenants and obligations contained in this Deed may be enforced by the District Council or the County Council (as the context provides) against the Owner and their successors in title however the Owner does not intend that the obligations or covenants in this Deed will take effect in the event the Inspector allows the Appeal unless and until the Inspector in accordance with Clauses 3.4 and 3.5 of this Deed confirms either that each planning obligation contained in this Deed is necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development and therefore constitutes a reason for granting planning permission or in the case of the covenants in Schedule 9 (Access to the Playing Field Site) provides an additional planning benefit.

IT IS AGREED as follows:-

1. **DEFINITIONS**

1.1 In this Deed:-

"**Act**"	means the Town and Country Planning Act 1990 (as amended)
"**Appeal**"	means the appeal lodged by the Owner on 15 September 2023 in respect of the Application having PINS Reference: APP/C3105/W/23/3329587
"**Appeal Decision**"	means the decision letter to be published by the Inspector in relation to the Appeal

"Application"	means the application for outline planning permission dated 8 October 2021 (together with an addendum dated 13 December 2022) submitted by the Owner to the District Council for the Development and allocated reference number 21/03522/OUT for the erection of up to 540 dwellings (Class C3), up to 9,000sqm GEA of elderly/extra care residential floorspace (Class C2), a Community Home Work Hub (up to 200sqm)(Class E), alongside the creation of two locally equipped areas for play, one NEAP, up to 1.8 hectares of playing pitches and amenity space for the William Fletcher Primary School, two vehicular access points, green infrastructure, areas of public open space, two community woodland areas, a local nature reserve, footpaths, tree planting, restoration of historic hedgerow, and associated works with all matters are reserved, save for the principal access points
"Application Boundary"	means the boundary of the Site as shown edged yellow on Plan 1
"Challenge"	means an application to the Court to challenge or quash the Appeal Decision
"Challenge Period"	means the eight weeks starting with the day on which the Appeal Decision is issued PROVIDED THAT no application for a Challenge has been lodged or in the event a Challenge to quash the Appeal Decision has been lodged, the day on which the Challenge has been concluded and the Appeal Decision has been upheld
"Commencement"	means the carrying out of any material operation (as defined in section 56(4) of the Act) pursuant to the Planning Permission other than (for the purposes of this Deed and for no other purpose) operations consisting of: site clearance; demolition works; archaeological investigations; investigations for the purpose of assessing ground conditions and site survey work; remedial work in respect of any contamination or other adverse ground conditions; earthworks and/or the diversion of and laying of services (for construction purposes only); erection of any temporary means of enclosure including erection of any gates fences or hoardings; provision of site access and temporary internal roads or the temporary display of site notices or advertisements and **"Commence"** **"Commenced"** and **"Commencing"** shall be construed accordingly
"County Council Monitoring Fee"	means the sum of twenty four thousand six hundred pounds (£24,600) calculated in accordance with the Oxfordshire County Council administration fees scale for the period first April 2023 to 31 March 2024 to be paid towards the cost of monitoring and administration of this Deed by the County Council
"Development"	means the development of the Site pursuant to the Planning Permission
"District Council Monitoring Fee"	means the sum of ten thousand pounds (£10,000) calculated in accordance with Appendix 6 of the SPD entitled "Fees and Charges" for developments of 10 – 100 dwellings, being a bespoke charge based upon the number of obligations and triggers (with a minimum charge of £1,000) to be applied by the District Council towards monitoring and reporting upon compliance with the planning obligations as set out in this Deed

"Document(s)"	means any document submitted by the Owner to the District Council as may be required for consent or approval pursuant to the obligations in this Deed, and for the avoidance of doubt this means any set of Documents that together form a scheme or strategy
"Dwelling"	means a building (including a house flat or maisonette) constructed or proposed to be constructed on the Site pursuant to the Planning Permission or part of such building designed for residential occupation by a single household and includes Affordable Housing (as defined in Schedule 2)
"Due Date"	means the date on which any sum payable hereunder is required to be paid or if any sum is to be paid before an event the day before that event occurs
"Expert"	means an independent and suitable person holding appropriate professional qualifications and of at least ten years post qualification experience appointed in accordance with the provisions of Clause 7 of this Deed to determine a dispute
"Implementation"	means the carrying out of any material operation (as defined in section 56(4) of the Act) pursuant to the Planning Permission
"Inspector"	means the planning inspector appointed by the Secretary of State for Levelling Up Housing and Communities to determine the Appeal
"Interest"	means interest at **4%** per annum above the base lending rate of Lloyds Bank plc from time to time and compounded annually
"Market Dwelling"	means those Dwellings which are general market housing for sale on the open market and which are not Affordable Housing
"Medical Centre Land"	means the land within the Application Boundary and which forms part of Title Number ON254670 and as shown edged/hatched green on Plan 2
"Occupation"	means occupation of the Site for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "**Occupy**" and "**Occupied**" shall be construed accordingly
"Plan 1"	means the plan attached to this Deed at Appendix 1A and entitled Site Boundary Plan
"Plan 2"	means the plan attached to this Deed at Appendix 1B showing the Medical Centre Land
"Planning Permission"	means any planning permission granted by the Inspector in their Appeal Decision
"Qualifying Permission"	means a planning permission granted by the District Council pursuant to section 73, section 73A, or section 73B (if subsequently enacted) of the Act permitting the Development subject to conditions which differ from the conditions of the Planning Permission and for the avoidance of doubt includes a Qualifying Permission permitting the Development subject to conditions which differ from the conditions of a previous Qualifying Permission

"Reserved Matters Application"	means an application for reserved matters approval pursuant to the Planning Permission
"Reserved Matters Approval"	means an approval to a Reserved Matters Application
"Reserved Matters Area"	means an area of land within the Site bound by a Reserved Matters Approval
"Site"	means the land described in Schedule 1 and shown edged red on Plan 1 which is within the Application Boundary but excluding the Medical Centre Land shown on Plan 2 and against which this Deed may be enforced
"Working Day"	means any day other than a Saturday, Sunday or any public or bank holiday in England or any day which is on or between 27 and 31 December in any calendar year

2. CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any Clause, paragraph or Schedule or recital such reference (unless the context otherwise requires) is a reference to a Clause, paragraph or Schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.

2.4 "**Including**" means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and "**include**" shall be construed accordingly.

2.5 Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of that restriction.

2.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.7 Reference to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and the County Council the successors to their respective statutory functions and any duly appointed employee or agent of the District Council and the County Council or such Successor.

2.8 The headings and contents list are for reference only and shall not affect construction.

3. LEGAL BASIS

3.1 This Deed is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, section 278 of the Highways Act 1980 and all other enabling powers.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to section 106 of the Act and are enforceable by the District Council and the County Council as planning authorities against the Owner as specified in this Deed.

3.3 To the extent that any of the covenants, restrictions and requirements contained in this Deed are not planning obligations within the terms of section 106 of the Act they are entered into pursuant to section 111 Local Government Act 1972, section 1 Localism Act 2011 and all other enabling powers.

3.4 If the Inspector determines in the Appeal Decision that any obligation (or any part of an obligation) contained within this Deed (which for the avoidance of doubt shall include the obligation to pay the County Council Monitoring Fee at Clause 8.2.1 and the District Council Monitoring Fee at Clause 8.2.2 but which does not include the covenant at Schedule 9 (Access to the Playing Field Site) is not:-

3.4.1 necessary to make the Development acceptable in planning terms; and/or

3.4.2 directly related to the Development; and/or

3.4.3 fairly and reasonably related in scale and kind to the Development; and/or

3.4.4 compliant in all other aspects with Regulation 122 of the Community Infrastructure Levy Regulation 2010 as amended,

then the Owner shall not be bound by such obligation and the relevant obligation shall immediately (without any further act by the parties to this Deed) cease to have any effect and the Deed shall be read as if such planning obligation were not included.

3.5 If the Inspector determines in the Appeal Decision that the covenant or any part of the covenant at Schedule 9 does not amount to an additional planning benefit then the Owner shall not be bound by such covenant (or relevant part thereof) and the relevant covenant shall immediately (without any further act by the parties to this Deed) cease to have any effect and the Deed shall be read as if such covenant (or relevant part thereof) were not included.

3.6 In the event that a Qualifying Permission is granted then, unless the District Council confirms to the Owner in writing that a new deed is required under section 106 and/or section 106A(1)(a) of the Act in relation to the Qualifying Permission, the covenants and provisions of this Deed shall be deemed to apply to the Qualifying Permission and to any development carried out pursuant to the Qualifying Permission and the definition of Planning Permission shall be construed accordingly.

3.7 The Off-Site Highways Works set out in Schedule 7 are works which the County Council is authorised to execute by virtue of Part V of the Highways Act 1980 the County Council is satisfied that they will be of benefit to the public and the parties intend to enter into the Section 278 Agreement (as defined in Schedule 7).

4. CONDITIONALITY

This Deed is conditional upon:-

4.1 the grant of the Planning Permission; and

4.2 Commencement of Development,

save for the provisions of Clauses 1, 2, 3, 4, 8.1, 9, 10, 12, 14, 17, 18, 19, 20, 21 and paragraph 2 of Schedule 9 which shall come into effect immediately upon completion of this Deed and the provisions of Clauses 7, 8.2.1 and 8.2.2, 9, 11, 13.1.2 and 13.1.3 and paragraph 3 of Schedule 9 which shall come into effect on the grant of Planning Permission.

5. OWNER'S COVENANTS

5.1 The Owner covenants with the District Council to observe and perform the obligations and covenant s as set out in Schedule 2 to Schedule 5 inclusive and those imposed on it throughout this Deed.

5.2 The Owner covenants with the County Council to observe and perform the obligations and covenants as set out in Schedule 6 to Schedule 9 inclusive and those imposed on it throughout this Deed.

5.3 The Owner covenants with the District Council and the County Council not to carry out any Development on the Medical Centre Land unless and until a confirmatory deed has been entered into in respect of the Medical Centre Land so as to bind and make such interest subject to the Planning Obligations and other covenants, agreements and provisions contained in this Deed (insofar as they relate to such interest and remain to be observed performed and/or complied with) unless otherwise agreed in writing with the District Council and the County Council.

6. THE DISTRICT COUNCIL AND THE COUNTY COUNCIL COVENANTS

6.1 The District Council covenants with the Owner to observe and perform the covenants as set out in Schedule 10 and those imposed on it throughout this Deed

6.2 The County Council covenants with the Owner to observe and perform the covenants as set out in Schedule 11 and those imposed on it throughout this Deed.

7. DISPUTE RESOLUTION

7.1 The parties agree that the provisions of this Clause 7 shall not apply to:-

7.1.1 Any dispute between any of the parties and the County Council; and

7.1.2 Any dispute relating to any of the financial contributions payable to the District Council by the Owner pursuant to Schedule 5 (Contributions payable to the District Council).

7.2 If there is any dispute between any of the parties in respect of any of the matters to be agreed pursuant to this Deed which cannot be resolved by prior agreement between the parties in dispute, such dispute shall be determined in accordance with this Clause 7 and any party to the dispute may at any time require by notice in writing to the other an Expert to be appointed to resolve the dispute.

7.3 The Expert shall be appointed jointly by the parties in dispute and, in the absence of such agreement within two (2) weeks of service of the notice pursuant to Clause 7.2, be appointed by the President for the time being of the Royal Institution of Chartered Surveyors within two (2) weeks of an application being made by one of the parties and the President's decision as to the expert shall be final and binding on the parties to the dispute.

7.4 The Expert shall invite written representations (and, if the Expert determines, further written representations by way of rebuttal) from each of the parties to the dispute and shall make his final determination within one month of his appointment PROVIDED THAT if the Expert fails to do so, then any of the parties in dispute may apply to the President for the time being of the Royal Institution of Chartered Surveyors for a substitute to be appointed in which case the same procedure shall be repeated.

7.5 The findings of the Expert shall be final and binding on the parties in dispute except in the case of manifest, material error.

7.6 The Expert shall act as an expert and not as an arbitrator.

7.7 The costs of the dispute shall be payable by the parties in dispute in such proportion as may be determined by the Expert and failing such determination to be borne in equal shares by the parties in dispute.

7.8 Nothing in this Clause 7 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Deed.

8. **LEGAL COSTS AND MONITORING**

8.1 The Owner will on completion of this Deed pay to the District Council and the County Council their respective legal costs reasonably and properly incurred in the negotiation, preparation and execution of this Deed.

8.2 The Owner will:-

8.2.1 pay to the County Council:-

(a) twenty per cent (20%) of the County Council Monitoring fee within fourteen days of the conclusion of the Challenge Period relating to an Appeal Decision granting Planning Permission; and

(b) the remaining eighty per cent (80%) of the County Council Monitoring Fee prior to Commencement;

8.2.2 pay to the District Council:-

(a) the sum of £500.00 (five hundred pounds) of the District Council Monitoring Fee within fourteen days of the conclusion of the Challenge Period relating to an Appeal Decision granting Planning Permission; and

(b) on or before Implementation, pay to the District Council the sum of £9,500.00 (nine thousand five hundred pounds) as the balance of the District Council Monitoring Fee due;

8.2.3 subject to:-

(a) the District Council and/or the County Council (as appropriate) serving written notice on the Owner informing it that there is a suspected breach of this Deed and allowing the Owner a reasonable time to respond to or resolve the suspected breach before incurring such costs; and

(b) the provision of written evidence to the Owner of such costs prior to payment,

reimburse the District Council and/or the County Council in respect of all reasonably and properly incurred legal and administrative costs in connection with the reasonable enforcement of any of the provisions of this Deed including correspondence monitoring and site visits by or on behalf of the District Council and/or County Council which relate to enforcement proceedings only and which are reasonably required to enforce the terms of this Deed;

8.2.4 save in relation to any claims made pursuant to Clause 7 and/or any claims made by the Owner against the District Council and/or the County Council in relation to any breach of any obligations contained within this Deed by either/both of the District Council and/or the County Council, the Owner will not claim any compensation in respect of the provision of this Deed.

9. **NOTICES**

9.1 Any notice required to be given under this Deed shall be in writing and shall be deemed to have been properly served at the time of delivery if delivered by hand (subject to Clause 9.2 below) or at the time delivery was signed for if sent by recorded delivery or the second Working Day after posting if sent by post and any notice should be delivered and/or sent to the to the addresses specified below, or as specified by notice in writing to the other parties:

9.1.1 for the District Council, the notice should be addressed to the Assistant Director Planning and Development and sent to the address given at the start of this Deed or to such other

person at such other address as the District Council shall direct from time to time with reference 21/03522/OUT;

9.1.2 for the County Council, the notice should be addressed to the Director for Environment and Place and sent to the address given at the start of this Deed with reference 21/03522/OUT; and

9.1.3 for the Owner, the notice should be sent FAO the Estates Bursar at Merton College and sent to the address given at the start of this Deed.

9.2 If a notice, demand or any other communication is served after 4.00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

9.3 For the avoidance of doubt, where proceedings have been issued in the Courts of England, the provisions of the Civil Procedure Rules shall be complied with in respect of the service of documents in connection with those proceedings rather than the provisions of Clauses 9.1 and 9.2 above.

10. **MISCELLANEOUS**

10.1 No provisions of this Deed shall be enforceable under the Contracts (Right of Third Parties) Act 1999 (other than by the parties and their successors in title and assigns and any successor to the District Council's or the County Council's functions).

10.2 This Deed shall be registrable as a local land charge by the District Council.

10.3 Where the agreement, approval, consent or expression of satisfaction of any party is required under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

10.4 Following the District Council and the County Council being notified in writing and the District Council and the County Council being satisfied that the performance and satisfaction of all the obligations contained in this Deed (as confirmed in writing), or if this Deed is determined pursuant to Clause 17, the District Council shall note this in the Register of Local Land Charges in respect of this Deed and cancel all entries made in the local land charges register in respect of this Deed.

10.5 Insofar as any Clause or Clauses of this Deed are found for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed and insofar as reasonably practicable the parties shall amend that Clause or Clauses in such reasonable manner as achieves the intention of the parties without illegality.

10.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or that part of the Site to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED THAT obligations to pay financial contributions shall be taken to relate to each and every part of the Site.

10.7 This Deed shall not be enforceable against:-

10.7.1 any owner-occupiers or tenants of any of the Market Dwellings constructed pursuant to the Planning Permission nor their mortgagees or those deriving title from them PROVIDED ALWAYS THAT this Clause shall not apply to any provisions placing a restriction on first Occupation of any Dwellings or of the Development;

10.7.2 except for the requirements of paragraph 3.5 of Part 1 of Schedule 2 and paragraphs 6 and 7 of Part 2 of Schedule 2 any owner-occupiers or tenants of Dwellings provided as Affordable Housing constructed pursuant to the Planning Permission nor their mortgagees or those deriving title from them PROVIDED ALWAYS THAT this Clause shall not apply to any provisions placing a restriction on first Occupation of any Dwellings provided as Affordable Housing or of the Development;

10.7.3 any future charge or mortgagee from time to time who shall have the benefit of a charge or a mortgage of or on any part or parts of the Site (other than of individual Dwellings) , or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person deriving title has entered into possession of the Site or part thereof to which such obligation relates; and

10.7.4 any statutory undertaker who acquires an interest in the Site for the purpose of providing services to the Site.

10.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission granted (whether or not on appeal) after the date of this Deed.

11. WAIVER

No waiver (whether expressed or implied) by the District Council or the County Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

12. NO FETTER

Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the District Council or the County Council in the exercise of their respective functions in any capacity.

13. NOTIFICATIONS

13.1 The Owner agrees with the District Council and the County Council.

13.1.1 to give the District Council and separately the County Council written notice within **ten** Working Days of any change in ownership of any of interest in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office if a company or usual address if not together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation does not apply to:-

(a) the sale of individual Dwellings on the Development (save for First Homes);

(b) the sale or disposal of any non-residential building forming part of the Development; or

(c) any disposal of any part or parts of the Site to any public utility company or statutory undertaker for the sole purpose of providing utility services to the Site; and

13.1.2 to notify the District Council and separately the County Council in writing within **five** Working Days of the occurrence of each of the following events and to specify in the notification the date on which it occurred:-

(a) Implementation;

(b) Implementation of each Reserved Matters Area;

(c) Commencement of the Development;

(d) Commencement of each Reserved Matters Area;

(e) completion of construction of the Development;

(f) completion of construction of Development within each Reserved Matters Area;

(g) first Occupation of the Development;

(h) Occupation of the first Dwelling;

(i) Occupation of the first Dwelling in each Reserved Matters Area;

(j) Occupation of the first Market Dwelling in each Reserved Matters Area;

(k) Occupation of 75% of Market Dwellings in each Reserved Matters Area;

(l) Occupation of the 50th Dwelling;

(m) Occupation of the 100th Dwelling;

(n) Occupation of the 150th Dwelling;

(o) Occupation of the 200th Dwelling;

(p) Occupation of the 270th Dwelling;

(q) Occupation of the 320th Dwelling; and

13.1.3 to notify the District Council and the County Council in writing of the actual date of each such event referred to in Clause 13 no later than ten Working Days after the event occurs.

14. TITLE WARRANTY

14.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Site.

15. INTEREST

15.1 If any payment due under this Deed is paid late, Interest will be payable on the sum outstanding from the date payment is due to the date of payment.

15.2 In respect of payment made to the District Council, Interest shall be calculated and accrue daily and shall be compounded monthly if any payment is made more than three months after the Due Date.

16. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable and the Owner shall pay to the District Council and separately to the County Council any value added tax properly payable on any sums paid to the District Council and/or the County Council for works undertaken under this deed upon presentation of any appropriate value added tax invoice addressed to the Owner.

17. DETERMINATION OF DEED

17.1 Save for those Clauses relating to any obligations that were complied with or due to be complied with before the date of occurrence of any of the events below the obligations in this Deed shall cease to have effect:-

17.1.1 if the Appeal Decision refuses planning permission for the Development following the Appeal; or

17.1.2 if:-

(a) before Commencement the Planning Permission expires: or

(b) if at any time the Planning Permission is revoked (pursuant to section 97 of the Act) other than at the request of the Owner or is quashed by any Court or Tribunal of competent jurisdiction as a result of any legal proceedings (and refused upon re-determination); or

(c) if the Planning Permission is otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure so as to render this Deed or any part of it irrelevant, impractical or unviable.

18. **REASONABLENESS**

18.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council or County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and shall be given on behalf of:-

18.1.1 the District Council by the Assistant Director: Planning and Development; and

18.1.2 the County Council by the Director for Environment and Place.

19. **DATA PROTECTION**

19.1 The parties to this deed acknowledge and agree that information as to compliance with obligations pursuant to this Deed (including as to whether or not contributions have been paid) may be passed to:-

19.1.1 persons who make enquiries on such matters and who advise that they or their clients are proposing to acquire an interest in the Site and it is acknowledged that the recipients of such information may then disseminate it further; and

19.1.2 any person when so required in order to comply with statutory requirements including the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.

20. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

21. **DELIVERY**

The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

SCHEDULE 1

THE SITE

Land adjoining and West of 161 Rutten Lane, Yarnton, Oxfordshire OX5 1LT as shown edged red on Plan 1 being part of the title registered at the Land Registry under Title Number ON261240 but excluding the Medical Centre Land shown on Plan 2.

APPENDIX 1A

PLAN 1 – SITE



[redacted]

Rev	Description	Date
	-	Rev
	DE234_601	Drg No
	Merton College	Client
	Yarnton, Oxfordshire	Project
	S106 Site Boundary Plan	Title
	1:5000@A3	Scale

APPENDIX 1B

PLAN 2 – MEDICAL CENTRE LAND

DEFINE

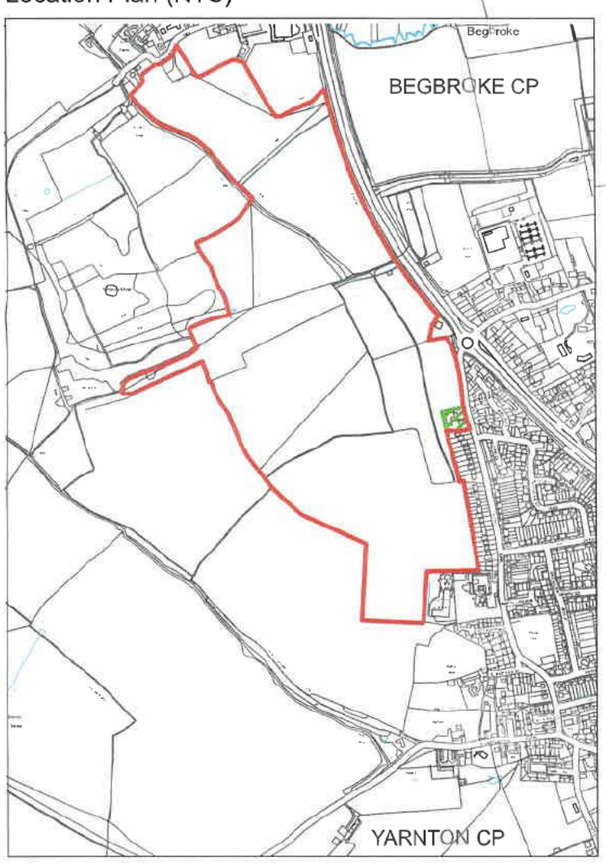
LEGEND

- Application Site Boundary
- Medical Centre Land

THE SPEARS

WILLOW CL

Location Plan (NTS)



SCALE 1:1250

0m 5 10 15 25 50

NORTH

Rev	Description	Date
	-	Rev
	DE234_602	Drg No
	Merton College	Client
	Yarnton, Oxfordshire	Project
	S106 Medical Centre Land	Title
	1:1250@A3	Scale

SCHEDULE 2

AFFORDABLE HOUSING

1. **DEFINITIONS**

1.1 In this Schedule 2 the following additional definitions shall apply (for the avoidance of doubt any defined term which does not appear below shall be given the meaning allocated to it in the main body of this Deed):-

"Actual Development Costs" the actual and estimated development costs to the Owner of the Development calculated as part of the New Appraisal and shared with the District Council on an open book basis

"Additional Affordable Housing Dwellings" means Market Dwellings required to be provided as additional Affordable Housing within the Development pursuant to the Relevant Review and in accordance with an Additional Affordable Housing Scheme

"Additional Affordable Housing Scheme" means a scheme(s) to be prepared by the Owner and submitted to and approved in writing by the District Council in accordance with this Schedule detailing any Additional Affordable Housing Dwellings to be provided and which:-

(a) confirms which Market Dwellings are to be converted into Additional Affordable Housing Dwellings using sixty percent (60%) of the Surplus and subject always to the Review Cap

(b) confirms tenure type of each of the Additional Affordable Housing Dwellings in accordance with the Affordable Housing Target Tenure Mix

(c) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Dwellings and

(d) confirms the unit types, number of bedrooms, bed spaces and Net Internal Area of the Additional Affordable Housing Dwellings

"Additional First Homes Contribution" means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 6.8, 6.9 or 8 of Part 2 of this Schedule 2, the lower of the following two amounts:-

(a) 30% of the proceeds of sale and

(b) the proceeds of sale less the amount due and outstanding to any Mortgagee (First Homes) of the relevant First Home under the relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee (First Homes) under the terms of any mortgage but which shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home

and which shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home

"Affordable Housing" means Dwellings for sale or rent that will be available for those whose needs are not met by the market (including housing that provides a subsidised

route to home ownership and/or is for essential local workers) and which meets the definition in Annexe 2 of the National Planning Policy Framework

"Affordable Housing Dwellings" means those Dwellings in the Development that are to be provided as Affordable Housing in accordance with paragraph 1.1.1 of Part 1 of this Schedule 2 (which for the avoidance of doubt does not include any Additional Affordable Housing Dwellings)

"Affordable Housing Framework Scheme" means a scheme submitted to the District Council pursuant to paragraph 1.1.2 of Part 1 of this Schedule 2 that identifies as at the date of submission of such scheme:-

(a) the total number of Dwellings that are expected to form part of the Development

(b) the number of Dwellings which are to be provided as Affordable Housing, having regard to paragraph 1.1.1 of Part 1 of this Schedule 2 and

(c) the number of Affordable Housing Dwellings proposed to be provided in each Reserved Matters Area

and any amendment to such scheme as may be agreed by the District Council in writing from time to time

"Affordable Housing Phase Scheme" means a scheme for each Reserved Matters Area submitted to and approved in writing by the District Council prior to Commencement of Development of that Reserved Matters Area which shall accord with the latest approved Affordable Housing Framework Scheme and which shall include in relation to a Reserved Matters Area:-

(a) plans and details identifying the parcels of land within the relevant Reserved Matters Area which are capable of being developed to provide the Affordable Housing Dwellings in accordance with this Schedule and (if any) Additional Affordable Housing Dwellings approved or determined to be required pursuant to the outcome of a New Appraisal, it being agreed that the percentage of Affordable Housing Dwellings within a Reserved Matters Area need not be equal to the percentage of Affordable Housing Dwellings required within the Development as a whole, being the percentage set out in paragraph 1.1.1 of Part 1 of this Schedule 2 and it being agreed that the parcels of land identified may be altered if subsequently agreed in writing by the District Council

(b) details of the precise tenure mix and type/size mix of the Affordable Housing Dwellings identified in (a) above including the unit types, number of bedrooms, bed spaces and Net Internal Area

(c) details of which Affordable Housing Dwellings in that Reserved Matters Area identified in (a) above will meet optional requirement M4(2) (accessible and adaptable dwellings) and M4(3) (wheelchair user dwellings) in Part M of Schedule 1 to the Building Regulations 2010 (if relevant) and

(d) confirmation of the arrangements for how the Affordable Housing Dwellings will comply with the Owner's obligation under paragraph 1.1.4 of Part 1 of this Schedule 2

"Affordable Housing Target Tenure Mix"	means the target mix and proportion of tenure types in accordance with which the Affordable Housing Dwellings shall be provided, which shall be as follows:- (a) approximately 70% (the number of Dwellings to be rounded to the nearest whole number of Dwellings) shall be Social Rented Housing (b) approximately 5% (the number of Dwellings to be rounded to the nearest whole number of Dwellings) shall be Intermediate Housing and (c) a minimum of 25% (the number of Dwellings to be rounded to the nearest whole number of Dwellings) shall be First Homes or such alternative mix and proportion of tenure as at any time may be submitted to and approved by the District Council in writing (and where such alternative mix and proportion has been submitted in writing it shall be deemed approved where there is no response from the District Council within eight weeks (or such longer period as agreed in writing between the District Council and the Owner) of receipt of the scheme by the District Council)
"Allocate"	means any procedure whereby there are conferred or transferred rights of residential occupation in respect of an Affordable Housing Dwelling and which could include the first occasion on which an Affordable Housing Dwelling is Occupied and "Allocating" "Allocated" and "Allocations" shall be construed accordingly
"Allocations Scheme"	means the District Council's allocation policy from time to time which determines the District Council's priorities and procedures when Allocating accommodation in accordance with the requirements of Section 166A of the Housing Act 1996 (as amended by the Localism Act 2011 and any amendment, re-enactment or successor provision)
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service
"Base Development Profit"	means the profit being estimated profit predicted to be received by the Owner of the Development calculated on the assumption that the Owner receives a rate of return on Gross Development Value of the following percentages in relation to each tenure type:- (a) 20% for Market Dwellings (b) 6% for Affordable Housing Dwellings and (c) 12% for First Homes
"Benchmark Land Value"	means seven million two hundred thousand pounds (£7,200,000)
"Chargee"	means any mortgagee or chargee of a Registered Provider of the Affordable Housing Dwellings or any part thereof to include any receiver (including an administrative receiver), manager or administrator (including a housing

administrator appointed under the provisions of the Housing and Planning Act 2016) howsoever appointed

"Compliance Certificate" means the certificate issued by the District Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 6.2 of Part 2 of Schedule 2 applies the Eligibility Criteria (Local)

"Development Standards" means a standard to fully comply with the following:-

(a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government (predecessor body of the Department for Levelling Up, Housing and Communities) in March 2015

(b) all national construction standards and planning policy relating to design published by the Secretary of State or by the District Council as at the date on which the Planning Permission is granted and

(c) the Principles of Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited as at the date on which the Planning Permission is granted

and the same may be amended by written agreement of the District Council and the Owner

"Discount Market Price" means a sum which is the Market Value (First Homes) discounted by at least 30%

"Disposal" means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:-

(a) a letting or sub-letting in accordance with paragraph 7 of Part 2 of Schedule 2

(b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner

(c) an Exempt Disposal

and "**Disposed**" and "**Disposing**" shall be construed accordingly

"Eligibility Criteria (Local)" means criteria (if any) published by the District Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:-

(a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any) and

(b) any or all of criteria (i) (ii) and (iii) below are met:-

(i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria) and/or

(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or

(iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker

it being acknowledged that at the date of this Deed the District Council has not prescribed any Eligibility Criteria (Local) in respect of the disposal of a First Home

"Eligibility Criteria (National)" means criteria which are met in respect of a purchase of a First Home if:-

(a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer) and

(b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National)

"Exempt Disposal" means the Disposal of a First Home in one of the following circumstances:-

(a) Disposal to a spouse or civil partner upon the death of the First Homes Owner

(b) Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner

(c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order or

(d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 8 of Part 2 of Schedule 2 shall apply to such sale)

provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 7 of Part 2 of Schedule 2

"External Consultant" means the external consultant(s) appointed by the District Council to assess any information provided by the Owner pursuant to or in relation to this Schedule

"First Review" means a viability review of the Development which shall include preparation of a New Appraisal and which shall be undertaken at the First Review Date to establish whether any Surplus arises in order to calculate the number of Additional Affordable Housing Dwellings that could be provided in accordance with an Additional Affordable Housing Scheme and/or any Review Contribution

"First Review Date" means the date of submission of the first Reserved Matters Application

"Fixed Cost Inputs" means the following cost inputs which shall be fixed unless the Owner can evidence that actual costs in monetary terms vary from the costs below by 5% or more:

Site acquisition costs	Stamp Duty – % of Residual Land Value as set by HMRC Agent and legals – 1.5% of Benchmark Land Value
Contingency	5% of base construction costs 5% of site infrastructure costs
Professional Fees	8% of base construction costs 10% of site infrastructure costs
Sales and Marketing Costs	Open market – 2.5% of sale value of Market Dwellings Affordable – 0.5% of sale value of Affordable Housing Dwellings
Finance Costs	7.5%

"First Home" means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap

"First Home Owner" means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:-

(a) the Owner or

(b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home or

the freehold a tenant or sub-tenant of a permitted letting under paragraph 7 of Part 2 of Schedule 2

"First Time Buyer" means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003

"Gross Development Value" means the gross development value of the Development calculated from:-

(a) the actual value received by the Owner for any Sold Dwellings on the Development

(b) the Market Value of any Let Dwellings on the Developmen t

(c) the value of all prices agreed in legally binding contracts which, w hen completed, would result in any Dwellings on the Developmen t being Sold and

(d) the estimated Market Value for the remaining Dwellings, not Sold, Let or subject to contract referred to in (c)

as at the Relevant Review Date and calculated in accordance with the methodology set out in the Relevant Review

"Homes England" means the body known as Homes England constituted pursuant to the Housing and Regeneration Act 2008 and any successor or successors for the time being and any similar future authority carrying on substantially the same grant making functions

"Help to Buy Agent" means that organisation which is appointed by the RSH or Homes England to assess eligibility for and market low-cost home ownership products

"Income Cap (Local)" means eighty thousand pounds (£80,000) or such other local income cap as may be published from time to time by the District Council and is in force at the time of the relevant disposal of the First Home it being acknowledged that at the date of this Deed the District Council has not set an Income Cap (Local)

"Income Cap (National)" means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home

"Independent Valuer" means an independent chartered surveyor with not less than ten years' post qualification experience appointed at the Owner's expense by agreement between the Owner and the District Council or in default of agreement within 15 (fifteen) Working Days of either party seeking the agreement of the other or an appointment at the request of the District Council or the Owner by or on behalf of the president for the time being of the Royal Institute of Chartered Surveyors

"Intermediate Housing" means housing to be provided for sale and/or rent at a cost below open market levels, which housing shall include Shared Ownership Housing or other types of shared equity housing, other low cost homes for sale and intermediate rent and other approved affordable home ownership products, as in each case may be agreed between the District Council and the Owner where a need for such tenures has been identified

"Key Worker" means a person employed or with a confirmed job offer in such categories of employment as may be published by the District Council from time to time as the "First Homes Key Worker criteria" and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Key Worker" criteria which shall apply to that disposal, it being acknowledged that at the date of this agreement the Council has not designated any categories of employment as Key Worker

"Let" means:-

(a) the grant of a lease of a Dwelling for a term of less than 70 (seven ty) years or

(b) the grant of an assured shorthold tenancy or a short term let of any Dwelling

and which in any case shall be or shall be assumed to be for valuable consideration and at arm's length between a willing vendor and purchaser and with there being no unusual or onerous restrictions

"Local Connection Criteria"	means either (a) or (b) below:- (a) criteria which are met by a person who satisfies one or more of (i) or (ii) below:- (i) is ordinarily resident within the administrative area and has been for a continuous period of not less than 36 consecutive months prior to exchange of contracts for the First Home and/or (ii) who has close family association with the Council's administrative area by reason of a parent or child who is ordinarily resident within the Council's administrative area (b) such local connection criteria as may be designated and published by the District Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant disposal of the First Home and any such criteria or replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal it being acknowledged that at the date of this Deed the District Council has not designated any criteria as Local Connection Criteria
"Market Value"	means the definition in the RICS Valuation — Global Standards ('Red Book Global Standards') (effective from 31 January 2022) namely the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion
"Market Value (First Homes)"	the open market value as assessed by a Valuer of Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS International Valuation Standards (effective from 31 January 2022 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation
"Mortgagee (First Homes)"	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home
"National Planning Policy Framework"	means the document published by the government setting out its planning policies for England and how these are expected to be applied dated December 2023 (or as may be amended from time to time)
"New Appraisal"	means a viability report to be prepared at the Owner's expense for either the First Review or the Second Review at the Relevant Review Date identifying:- (a) the Gross Development Value (b) the Actual Development Costs (c) the Base Development Profit (d) the Residual Land Value

all calculated in accordance with the methodology set out in the Viability Appraisal

(e) whether there is any Surplus and

(f) the outcome of the Relevant Review and hence whether any Additional Affordable Housing Dwellings can be provided and/or whether any Review Contribution is payable subject always to the Review Cap

PROVIDED THAT the Gross Development Value and the Actual Development Costs shall be actual values in respect of known values, costs (having regard to the Fixed Cost Inputs), but may be estimated figures if the actual values are not available on the date of the New Appraisal as applicable

"Nominations Agreement" means an agreement which shall be entered into between the District Council, the City Council and the Registered Provider, both parties acting reasonably, in relation to Affordable Housing Dwellings and which shall guide in conjunction with the Allocations Scheme those persons eligible to be nominated to occupy the Affordable Housing Dwellings

"Practical Completion" means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied

"Price Cap" means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed two hundred and fifty thousand pounds (£250,000)

"Qualifying Persons" means those persons whose needs are not met by the market and/or essential local workers (unless otherwise agreed in writing with the District Council) and are nominated to an Affordable Housing Dwelling in accordance with the Allocations Scheme and the Nominations Agreement

"Registered Provider" means a private provider of Affordable Housing which is designated in the register maintained by the RSH or any similar future authority carrying on substantially the same regulatory or supervisory functions pursuant to section 111 of the Housing and Regeneration Act 2008 as a non-profit organisation under sub-sections 115(1)(a) or 278(2) of the Act or which is designated in that register as a profit-making organisation under section 115(1)(b) of the Housing and Regeneration Act 2008 which is EITHER on the District Council's list of preferred partners OR has demonstrated that it meets the performance criteria applicable to an organisation with preferred partner status and has been approved in writing by the District Council

"Relevant Review" means the First Review and/or the Second Review as the context requires

"Relevant Review Date" means the First Review Date or the Second Review Date as the case may be

"Residual Land Value" means the output land value from the New Appraisal having regard to Gross Development Value, Actual Development Costs and Base Development Profit

"Review Cap" means, in terms of the provision of Additional Affordable Housing Dwellings in respect of the Relevant Review, that no more than 50% (fifty percent) of the Dwellings in the whole scheme shall be provided as Affordable Housing in accordance with the Affordable Housing Target Tenure Mix

"Review Contribution"	means the contribution payable by the Owner to the District Council (for use by the District Council towards the provision of Affordable Housing within the District) as established by a Relevant Review which shall be subject to the Review Cap where less than one Affordable Housing Dwelling can be provided on Site but a Surplus still exists
"RSH"	means the Regulator of Social Housing, an executive non-departmental public body, that regulates registered providers of social housing and any successor or successors for the time being and any similar future authority responsible for the regulation of social housing
"Second Review"	means the viability review of the Development which shall include preparation of a New Appraisal and which shall be undertaken at the Second Review Date in order to establish whether any Surplus arises in order to calculate the number of Additional Affordable Housing Dwellings that could be provided in accordance with an Additional Affordable Housing Scheme and/or any Review Contribution
"Second Review Date"	means the date of validation of the Reserved Matters Application including t he 271st Dwelling, save for if this date occurs earlier than two calendar year s from the First Review Date then it will be the earlier of (i) the conclusion o f two (2) calendar years from the First Review Date or (ii) Occupation o f 50% of Dwellings within the first Reserved Matters Area to be approved
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
"Shared Ownership Dwellings"	means those Dwellings in the Development that are to be provided as Shared Ownership Housing
"Shared Ownership Housing"	means housing offered via the Registered Provider under the terms of a lease which accords with the Homes England Shared Ownership Model Lease by which a lessee may acquire an initial share or shares of between 25% - 75% of the equity in an Affordable Housing Dwelling from the Registered Provider who retains the remainder and may charge an annual rent of up to 2.75% on the unsold equity (or such higher figure as is set out in a review of the District Council's tenancy strategy from time to time)
"Social Rented Housing"	means Affordable Housing to be owned, let under an assured tenancy and managed by local authorities and Registered Providers at rents which do not exceed local Target Rents starting with the weekly rents as of the date of this Deed as noted as follows:-

(a)	1-bed (2p)	£103.84
(b)	1-bed (2p Bungalow)	£107.79
(c)	2-bed (3p) Flat	£114.79
(d)	2-bed (4p) House	£119.40
(e)	3-bed (5p) House	£152.67
(f)	4-bed (7p) House	£176.23
(g)	5-bed (8p) House	£193.10

subject to normal rent increases (CPI+1% annually) as recommended by Homes England and "**Social Rent**" shall be construed accordingly

"**Sold**"	means:-
	(a) the disposal or legal transfer of a freehold or leasehold interest (w here the unexpired term of the leasehold interest is not less than s eventy (70) years) in a Dwelling or
	(b) the grant of a lease of a Dwelling for a term of not less than seven ty (70) years
	and which in any case shall be or shall be assumed to be for valuable consideration and at arm's length between a willing vendor and purchaser and with there being no unusual or onerous restrictions
"**Surplus**"	means the amount (if any) of difference between the Residual Land Value derived by the New Appraisal and the agreed Benchmark Land Value of seven million, two hundred thousand pounds (£7.2m) at the date of this Deed
"**Valuer**"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity
"**Viability Appraisal**"	means the financial viability appraisal for the Development appended to this Deed at Appendix 2A to this Schedule dated 20 February 2024 carried out in accordance with agreed the Viability Topic Paper dated 8 February 2024 and the Addendum Viability Note dated 21 February 2024 which were submitted to the Inspector as part of the Appeal

PART 1

AFFORDABLE HOUSING PROVISION

1. **DELIVERY**

1.1 The Owner covenants with the District Council that it will:-

1.1.1 provide no less than 43% of the Dwellings provided pursuant to the Planning Permission as Affordable Housing in accordance with the Affordable Housing Target Tenure Mix, unless otherwise agreed in writing with the District Council;

1.1.2 submit and secure the written approval of the District Council for the Affordable Housing Framework Scheme prior to Commencement of Development;

1.1.3 not Commence or cause or permit the Commencement of Development until the District Council has approved in writing the Affordable Housing Framework Scheme;

1.1.4 provide the Affordable Housing Dwellings:-

(a) in clusters of no more than ten Affordable Housing Dwellings of a single tenure or no more than fifteen (15) Affordable Housing Dwellings of a mixed tenure (unless otherwise agreed with the District Council); and

(b) to the same external design as the Market Dwellings;

1.1.5 provide the Social Rented Housing in compliance with optional requirement M4(2) (accessible and adaptable dwellings) in Part M of Schedule 1 to the Building Regulations 2010; and

1.1.6 provide 5% of the Dwellings in compliance with optional requirement M4(3) (wheelchair user dwellings) in Part M of Schedule 1 to the Building Regulations 2010.

2. **AFFORDABLE HOUSING SCHEMES**

2.1 The Owner covenants with the District Council that it will:-

2.1.1 update and resubmit the Affordable Housing Framework Scheme if a Qualifying Permission results in a change to the total number of Dwellings that are expected to form part of the Development pursuant to the Planning Permission;

2.1.2 not Commence or cause or permit the Commencement of a Reserved Matters Area that includes Affordable Housing Dwellings until an Affordable Housing Phase Scheme for that Reserved Matters Area has been submitted to and approved by the District Council in writing;

2.1.3 not Occupy or cause or permit the Occupation of any of the Market Dwellings in a Reserved Matters Area containing Affordable Housing (or such other percentage as approved by the District Council in writing) until a Registered Provider or the District Council has exchanged a binding contract for the purchase of the Affordable Housing Dwellings in that Reserved Matters Area, such purchase to include:-

(a) all rights for infrastructure and other rights reasonably necessary for the beneficial enjoyment of the said Affordable Housing Dwellings;

(b) good and marketable freehold or long leasehold title free from incumbrances; and

(c) vacant possession of the said Affordable Housing Dwellings; and

2.1.4 not Occupy or cause or permit the Occupation of more than 75% of the Market Dwellings in a Reserved Matters Area containing Affordable Housing unless and until the Owner has constructed the Affordable Housing Dwellings in that Reserved Matters Area and made the same ready for Occupation in accordance with the approved Affordable Housing Phase Scheme.

3. **AFFORDABLE HOUSING COVENANTS**

3.1 The Owner covenants with the District Council that subject to paragraphs 3.2, 3.3 and 3.4 of Part 1 of this Schedule 2 it will:-

3.1.1 not use or cause or permit the use of the Affordable Housing Dwellings other than as Affordable Housing; and

3.1.2 not without the consent in writing of the District Council transfer the freehold interest or the long leasehold interest in the Affordable Housing Dwellings except to a Registered Provider PROVIDED THAT such consent shall not be required in relation to:-

(a) any mortgagee or chargee of the freehold or long leasehold interest;

(b) tenancies being granted to any of the occupiers of individual Affordable Housing Dwellings or any transaction referred to in paragraph 3.4 of Part 1 of this Schedule 2 below; or

(c) any transaction relating to the onward Disposal of a First Home in the circumstances referred to in paragraph 6.9 of Part 2 of this Schedule 2 below.

3.2 For the avoidance of doubt paragraph 3.1 of Part 1 of this Schedule 2 is not binding on a Chargee or a bona fide purchaser for value from the Chargee exercising its power of sale (other than a pur chaser which is a Registered Provider) or the successors in title to such purchasers or persons deriv ing title from them, provided that the provisions of paragraph 3.3 of Part 1 of this Schedule 2 below have been complied with.

3.3 It is hereby agreed and declared that the proviso contained in paragraph 3.2 of Part 1 of this Schedule 2 will only apply where the Chargee exercising its power of sale:-

3.3.1 has first served written notice on the District Council of its intention to exercise its power of sale or other power or right conferred upon it, its mortgage, charge or other security; and

3.3.2 has used reasonable endeavours over a period of three months from receipt of notification pursuant to paragraph 3.3.1 above of Part 1 of this Schedule 2 to dispose of the relevant A ffordable Housing Dwellings (subject to any leases and tenancies then subsisting and to th e terms of this Deed) to a Registered Provider or the District Council PROVIDED THAT no thing herein shall require the Chargee to dispose of the Affordable Housing Dwellings at a price which is less than the greater of the open market value of the Affordable Housing Dw ellings (subject to the restrictions contained within this Schedule) or all sums due under th e terms of the Chargee's mortgage or charge together with costs and interest AND F URTHER PROVIDED THAT if no transfer of the said Affordable Housing Dwellings to eith er the District Council or a Registered Provider has completed within the said period of thr ee months then the Chargee shall be able to sell the Affordable Housing Dwellings free fro m the requirements and restrictions in paragraph 3.1 above of Part 1 of this Schedule 2 wit h the effect that they shall cease to bind the Affordable Housing Dwellings.

3.4 The provisions of paragraph 3.1 of Part 1 of this Schedule 2 will not be binding on:-

3.4.1 any purchaser of an Affordable Housing Dwelling that has purchased such dwelling pursuant to the exercise of a statutory or voluntary right to buy, preserved right to buy or right to acquire or (in any such case) any successor in title or mortgagee or chargee of such purchaser or successor in title thereto;

3.4.2 any persons that have acquired 100% of the equity in a Shared Ownership Dwelling or any mortgagee or chargee of the same or their successors in title; and

3.4.3 any person who purchases a First Home free of the restrictions in Part 2 of this Schedule 2 pursuant to the provisions in paragraphs 6.8, 6.9 and 6.10 of Part 2 of this Schedule 2.

3.5 Save in relation to any First Home, the Owner will not Allocate or cause or permit to be Allocated any of the Affordable Housing Dwellings other than in accordance with the following:-

3.5.1 the Affordable Housing Dwellings shall only be Allocated to Qualifying Persons in accordance with the Allocations Scheme and in accordance with the terms of a Nominations Agreement;

3.5.2 the Shared Ownership Housing or other Intermediate Housing (with the exception of any starter homes as defined in the National Planning Policy Framework) shall be marketed through the Help to Buy Agent or such other appointed body for the region and only those deemed eligible under the Help to Buy Agent's criteria (or if applicable such other appointed body) shall be considered for the Intermediate Housing; and/or

3.5.3 as agreed in writing by the District Council.

PART 2

FIRST HOMES PROVISION

1. **OBLIGATIONS**

1.1 Unless otherwise agreed in writing by the District Council, the Owner for and on behalf of itself and its successors in title to the Site with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come covenants with the Council as below save that:-

1.1.1 paragraphs 2, 3, 4 and 5 of Part 2 of this Schedule 2 shall not apply to a First Homes Owner;

1.1.2 paragraphs 6 and 7 of Part 2 of this Schedule 2 apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and

1.1.3 paragraph 8 of Part 2 of this Schedule 2 applies as set out therein.

2. **QUANTUM OF FIRST HOMES**

2.1 No less than 25% of the Affordable Housing Dwellings shall be identified, reserved and set aside as First Homes, unless otherwise agreed in writing with the District Council, and such First Homes shall be provided and retained as First Homes in perpetuity subject to the terms of this Schedule.

3. **SPECIFICATION**

3.1 The First Homes shall not be visually distinguishable from the Market Dwellings based upon their external appearance.

3.2 The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwellings but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted.

4. **TYPE AND DISTRIBUTION**

4.1 The First Homes shall be provided within the Site as part of the Development in accordance with the latest Affordable Housing Framework Scheme and the relevant Affordable Housing Phase Scheme, unless otherwise agreed in writing with the District Council.

5. **DEVELOPMENT STANDARD**

5.1 All First Homes shall be constructed to:-

5.1.1 the Development Standards current at the time of the Planning Permission; and

5.1.2 no less than the standard applied to the equivalent Market Dwellings.

6. **DELIVERY MECHANISM**

6.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:-

6.1.1 the Eligibility Criteria (National); and

6.1.2 Eligibility Criteria (Local) (if any).

6.2 If after a First Home has been actively marketed for three months (such period to expire no earlier than three months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 6.1.2 of Part 2 of this Schedule 2 shall cease to apply.

6.3 Subject to paragraphs 6.6 to 6.10 of Part 2 of this Schedule 2, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee (First Homes).

6.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:-

6.4.1 The District Council has been provided with evidence that:-

(a) the intended purchaser meets the Eligibility Criteria (National) and, unless paragraph 6.2 of Part 2 of this Schedule 2 applies, meets the Eligibility Criteria (Local) (if any);

(b) the Dwelling is being Disposed of as a First Home at the Discount Market Price; and

(c) the transfer of the First Home includes:-

(i) a definition of the "Council" which shall be Cherwell District Council;

(ii) a definition of "First Homes Provisions" in the following terms:-

i. "means the provisions set out in Part 2 of Schedule 2 of the S106 Agreement a copy of which is attached hereto as the Annexure";

(iii) a definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated 8th March 2024 made between (1) the District Council and (2) the County Council and (3) the Owner and any subsequent variation to that agreement;

(iv) a provision that the property is sold subject to and with the benefit of the First Homes Provisions and the transferee acknowledges that it may not transfer or otherwise Dispose of the property or any part of it other than in accordance with the First Homes Provisions; and

(v) a copy of the First Homes Provisions in an Annexure.

6.4.2 The District Council has issued the Compliance Certificate and the District Council hereby covenants that it shall issue the Compliance Certificate within 28 days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 6.3 and 6.4.1 of this Part 2 of this Schedule have been met (such Compliance Certificate to be deemed to have been given if the Council has not responded within 28 days of being provided with such evidence).

6.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:-

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by [Local Authority] of [address] or their conveyancer that the provisions of Clause [XX] (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

6.6 The owner of a First Home (which for the purposes of this paragraph and paragraphs 6.9 and 6.10 of this Part 2 of this Schedule 2 shall include the Owner and any First Homes Owner) may apply to the District Council to Dispose of it other than as a First Home on the grounds that either:-

6.6.1 the Dwelling has been actively marketed as a First Home for six months in accordance with paragraphs 6.1 and 6.2 (and in the case of a first Disposal the six months shall be calculated from a date no earlier than six months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 6.3 and 6.4.1 of Part 2 of this Schedule 2; or

6.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 6.6.1 of this Part 2 of this Schedule 2 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship.

6.7 Upon receipt of an application served in accordance with paragraph 6.6 of this Part 2 of this Schedule 2 the District Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price.

6.8 If the District Council is satisfied that either of the grounds in paragraph 6.6 of this Part 2 of this Schedule above have been made out it shall confirm in writing within 28 days of receipt of the written request made in accordance with paragraph 6.6 (such confirmation to be deemed to have been given if the District Council has not responded within 28 days of such request) that the relevant Dwelling may be Disposed of:-

6.8.1 to the District Council at the Discount Market Price; or

6.8.2 (if the District Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 6.10 of this Part 2 of this Schedule 2 which shall cease to apply on receipt of payment by the District Council where the relevant Dwelling is disposed of other than as a First Home.

6.9 If the District Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 6.6 of this Part 2 of this Schedule have been made out then it shall within 28 days of receipt of the written request made in accordance with paragraph 6.6 of this Part 2 of this Schedule serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six months). If at the end of that period, the owner of that First Home has been unable to Dispose of the Dwelling as a First Home he may serve notice on the District Council in accordance with paragraph 6.6 of this Part 2 of this Schedule following which the District Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.

6.10 Where a Dwelling is Disposed of other than as a First Home and/or to the District Council at the Discount Market Price in accordance with paragraphs 6.8 or 6.9 above of this Part 2 of this Schedule the owner of the First Home shall pay to the District Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.

6.11 Any person who purchases a First Home free of the restrictions in Part 2 of Schedule 2 of this Deed pursuant to the provisions in paragraphs 6.8, 6.9 and 6.10 of this Part 2 of this Schedule shall not be liable to pay the Additional First Homes Contribution to the District Council.

7. **USE**

7.1 Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed

PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 7.1.1 – 7.1.4 of this Part 2 of this Schedule below.

7.1.1 A First Home Owner may let or sub-let their First Home for a fixed term of no more than two years, provided that the First Home Owner notifies the District Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Home Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Home Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Home Owner's period of ownership may not exceed two years.

7.1.2 A First Home Owner may let or sub-let their First Home for any period provided that the First Home Owner notifies the District Council and the District Council consents in writing to the proposed letting or sub-letting. The District Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:-

(a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;

(b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;

(c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

(d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

(e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

(f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

7.1.3 A letting or sub-letting permitted pursuant to paragraph 7.1.1 or 7.1.2 of this Part 2 of this Schedule must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

7.1.4 Nothing in this paragraph 7 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

8. MORTGAGEE EXCLUSION

8.1 The obligations in paragraphs 1 to 7 of this Part 2 of this Schedule 2 in relation to First Homes shall not apply to any Mortgagee (First Homes) or any receiver (including an administrative receiver appointed by such Mortgagee (First Homes) or any other person appointed under any security documentation to enable such Mortgagee (First Homes) to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee- (First Homes) or Receiver **PROVIDED THAT**:-

8.1.1 such Mortgagee (First Homes) or Receiver shall first give written notice to the District Council of its intention to Dispose of the relevant First Home;

8.1.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the District Council the Mortgagee (First Homes) or Receiver shall be free to sell that First Home at its full Market Value (First Homes) and subject only to paragraph 8.1.3 of this Part 2 of this Schedule;

8.1.3 following the Disposal of the relevant First Home the Mortgagee (First Homes) or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the District Council the Additional First Homes Contribution; and

8.1.4 following receipt of notification of the Disposal of the relevant First Home the District Council shall:-

(a) forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 6.5 of this Part 2 of this Schedule; and

(b) apply all such monies received towards the provision of Affordable Housing.

PART 3

VIABILITY REVIEW

1. VIABILITY REVIEWS

1.1 The Owner shall give the District Council notice in writing at least 30 (thirty) Working Days prior to a Relevant Review Date.

1.2 The Owner shall undertake and complete the New Appraisal (being a full appraisal in the same form and using the same methodology as the Viability Appraisal) at its own cost at a Relevant Review Date and shall no later than 20 (twenty) Working Days after the Relevant Review Date:-

1.2.1 serve a copy of a New Appraisal on the District Council (unless otherwise agreed in writing with the District Council) and, where such New Appraisal finds that a Surplus arises, the New Appraisal shall be repeated adding Additional Affordable Housing Dwellings in accordance with the Affordable Housing Target Tenure Mix and any Review Contribution if required until 60% (sixty per cent) of the Surplus has been eliminated (subject to the Review Cap); and

1.2.2 where the New Appraisal confirms that Additional Affordable Housing Dwellings (notwithstanding any fraction thereof) can be provided, submit an Additional Affordable Housing Scheme to the District Council for approval,

and the District Council shall endeavour to confirm its agreement of each of the above (the "**Review Submission**") in writing (subject to first receiving such further information and clarification in writing from the Owner as it may reasonably require as many times as may reasonably be necessary) within the timeframe in paragraph 1.4 of Part 3 of this Schedule 2.

1.3 The District Council may appoint an External Consultant to assess the Review Submission.

1.4 The District Council shall use reasonable endeavours to provide its written approval of the Review Submission within 40 (forty) Working Days of receipt of the Review Submission (subject to receipt of such further information and clarification pursuant to paragraph 1.2 of this Part 3 of this Schedule 2.

1.5 The Owner shall pay the District Council within 20 Working Days the reasonable and proper costs incurred by the District Council (which for the avoidance of doubt shall include External Consultant's fees legal and other professional fees) in obtaining an independent assessment of each element of the Review Submission submitted by the Owner pursuant to paragraph 1.2 of this Part 3 of this Schedule 2.

1.6 If a New Appraisal or a Relevant Review (as applicable and each as approved by the District Council) finds that a Surplus arises and the application of the Relevant Review results in a sum representing a fraction of an Additional Affordable Housing Dwelling being payable (subject to the Review Cap), the Owner shall pay to the District Council the Review Contribution within 30 (thirty) Working Days of receiving the District Council's written demand.

1.7 If the District Council does not approve the Review Submission or any Additional Affordable Housing Scheme within the timeframes set out within paragraph 1.3 of this Part 3 of this Schedule 2 then the Owner is entitled to treat the matter as being in dispute and to proceed pursuant to Clause 7 of this Deed and if there is any disagreement as to the findings of the Independent Valuer, then any dispute between the parties shall be resolved in accordance with Clause 7 of this Deed.

APPENDIX 2A

VIABILITY APPRAISAL

PR9 - Land West of Rutten Lane, Yarnton
February 2024 - Post-Inquiry Appraisal
AH Offer - Removal of Items 1(a-b) + Revised S106 Items

Development Appraisal
ARGUS Software
February 20, 2024

PR9 - Land West of Rutten Lane, Yarnton
February 2024 - Post-Inquiry Appraisal
AH Offer - Removal of Items 1(a-b) + Revised S106 Items

Appraisal Summary for Merged Phases 1 2

Currency in £

REVENUE

Sales Valuation	Units	ft²	Sales Rate ft²	Unit Price	Gross Sales
Market Residential	154	182,858	475.00	564,011	86,857,768
Social Rent (Houses)	67	71,172	134.47	142,843	9,570,504
Social Rent (Apartments)	14	6,482	208.00	96,304	1,348,256
Shared Ownership	6	7,045	348.00	408,623	2,451,735
First Homes (Apartments)	29	13,986	466.61	225,038	6,526,095
Market Residential	154	182,858	475.00	564,011	86,857,768
Social Rent (Houses)	67	71,172	134.47	142,843	9,570,504
Social Rent (Apartments)	14	6,482	208.00	96,304	1,348,256
Shared Ownership	6	7,045	348.00	408,623	2,451,735
First Homes (Apartments)	29	13,986	466.61	225,038	6,526,095
Totals	**540**	**563,088**			**213,508,718**

Additional Revenue			
Elderly Care Land Sell Off		6,400,000	
			6,400,000
NET REALISATION			**219,908,718**

OUTLAY

ACQUISITION COSTS			
Residualised Price		7,184,913	
			7,184,913
Agent Fee	1.00%	71,849	
Legal Fee	0.50%	35,925	
			107,774

CONSTRUCTION COSTS

Construction	Units	Unit Amount	Cost
Garages and Externals	1 un	3,719,235	3,719,235
Garages and Externals	1 un	3,719,235	3,719,235
Totals			**7,438,470**

	ft²	Build Rate ft²	Cost
Market Residential	182,858	172.46	31,535,600
Social Rent (Houses)	71,172	163.93	11,667,010
Social Rent (Apartments)	8,103	185.14	1,500,096
Shared Ownership	7,051	163.92	1,155,755
First Homes (Apartments)	17,483	185.14	3,236,672
Market Residential	182,858	172.46	31,536,174
Social Rent (Houses)	71,172	163.93	11,667,010
Social Rent (Apartments)	8,103	185.14	1,500,096
Shared Ownership	7,051	163.92	1,155,755
First Homes (Apartments)	17,483	185.14	3,236,672
Totals	**573,333 ft²**		**98,190,839**
Contingency		5.00%	6,298,537
Site Infrastructure Works			18,415,780
			130,343,626

Other Construction Costs	
S106 - OCC Household Waste	60,203
S106 - OCC Library Services	64,029
S106 - OCC Monitoring Fee	26,010
S106 - CDC Items	2,047,435
Community Hub	718,250
S106 - School Expansion	3,258,843
S106 - SEN Education	291,049
Medical Centre	275,688
Abnormal Costs (General Items)	497,670
Abnormal Costs (Thames Water)	2,241,085
Abnormal Costs (Strategic Highways)	4,691,828
Abnormal - Trsfer of Education Land	100,000
Thames Valley Police	97,938
Sports Pitch/Car Park/Fallback Path	1,207,400
S106 - CDC Items	2,047,435

PR9 - Land West of Rutten Lane, Yarnton
February 2024 - Post-Inquiry Appraisal
AH Offer - Removal of Items 1(a-b) + Revised S106 Items

S106 - Secondary Education		4,442,193	
S106 - Secondary Education Land		421,902	
S106 - School Expansion Phase 2		1,086,281	
S106 - SEN Education		145,524	
Biodiversity Monitoring Fee		3,000	
CPO & Access Path		150,000	
			23,873,763
PROFESSIONAL FEES			
Professional Fees - Infrastructure	10.00%	1,841,578	
Professioanl Fees - Base Build	8.00%	4,379,201	
Professional Fees - Base Build	8.00%	4,225,195	
			10,445,975
MARKETING & LETTING			
Marketing	1.00%	1,737,155	
			1,737,155
DISPOSAL FEES			
Sales Agent Fee (Private)	1.00%	1,737,155	
Sales Agent Fee (Affordable)	0.50%	198,966	
Sales Legal Fee	0.50%	1,067,544	
			3,003,665
MISCELLANEOUS FEES			
Profit Return - Private	20.00%	17,371,554	
Profit Return - SR	6.00%	655,126	
Profit Return - SO	6.00%	147,104	
Profit Return - FH	12.00%	783,131	
Profit Return - Private	20.00%	17,371,554	
Profit Return - SR	6.00%	655,126	
Profit Return - SO	6.00%	147,104	
Profit Return - FH	12.00%	783,131	
			37,913,830
TOTAL COSTS BEFORE FINANCE			**214,610,700**
FINANCE			
Debit Rate 7.500%, Credit Rate 0.000% (Nominal)			
Total Finance Cost			5,298,018
TOTAL COSTS			**219,908,718**
PROFIT			**0**

Performance Measures

Profit on Cost%	0.00%
Profit on GDV%	0.00%
Profit on NDV%	0.00%
IRR% (without Interest)	8.20%
Profit Erosion (finance rate 7.500)	N/A
Land Cost pAcre	0
Land Cost per Plot	13,305

SCHEDULE 3

COMMUNITY AND GREEN SPACE

1. **DEFINITIONS**

1.1 In this Schedule 3 the following additional definitions shall apply (for the avoidance of doubt any defined term which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):-

"Arable Field Margin" means an approximate 6m wide arable field margin (or such other width as may be agreed in writing with the District Council) on the Northern boundary of the Retained Agricultural Land indicated in yellow on the Retained Agricultural Land Improvements Plan (or at such other location on the Retained Agricultural Land as may be agreed in writing between the District Council and the Owner)

"Area A" means the area hatched orange on the plan appended to this Deed as Appendix 3A to this Schedule

"Area A Provisions" means all or some of the areas (as the context requires) within Area A to be provided by the Owner and which are to be retained and maintained to serve the Development, the location of which shall be approved as part of the Planning Permission or relevant Reserved Matters Approval and which are identified on the Green Infrastructure Parameter Plan and shall include:-

(a) the Play Areas;

(b) Hedgerow;

(c) the Mature Trees;

(d) SUDS;

(e) the Community Woodland; and

(f) the Productive Landscape Area

"Area A Scheme" means a detailed scheme(s) for the provision of all or some of the Area A provisions within a Reserved Matters Area of the Development which shall include:-

(a) confirmation of the type and location of the Area A Provisions within that Reserved Matters Area

(b) a timetable for carrying out the works and the planting comprised in the laying out, landscaping and equipping (where applicable) of those Area A Provisions and

(c) detailed provision for the maintenance of those Area A Provisions during the Maintenance Period, such maintenance to include regular inspection

"Area B" means the area hatched blue on the plan appended to this Deed as Appendix 3A to this Schedule

"Area B Provisions"	means all or some of the areas (as the context requires) within Area B to be provided by the Owner and which are to be retained and maintained to serve the Development, the location of which shall be approved as part of the Planning Permission or relevant Reserved Matters Approval and which are identified on the Green Infrastructure Parameter Plan and shall include:- (a) Informal Parkland (b) Local Nature Reserve (c) Hedgerow (d) Mature Trees (e) Ditches
"Area B Scheme"	means a detailed scheme(s) for the provision of all or some of the Area B provisions within a Reserved Matters Area of the Development which shall include:- (a) confirmation of the type and location of the Area B Provisions within that Reserved Matters Area (b) a timetable for carrying out the works and the planting comprised in the laying out, landscaping and equipping (where applicable) of those Area B Provisions and (c) detailed provision for the maintenance of those Area B Provisions during the Maintenance Period, such maintenance to include regular inspection
"BCIS All-In TPI Index"	means the All In Tender Price Index produced quarterly by the Building Cost Information Service Ltd
"Certificate of Final Completion"	means a certificate issued by the District Council to the effect that an Area A Provision or an Area B Provision is finally complete and all defects which have become manifest since the issue of the Certificates of Practical Completion and all outstanding works identified in the Certificate of Practical Completion have been made good and completed and (where appropriate) any trees shrubs plants or grass which have died or have been removed or have become seriously diseased or damaged have been replaced with others of a similar size or species and the relevant Area A Provision or the relevant Area B Provision has been satisfactorily maintained for a period of 12 months following the issue by the District Council of a Certificate of Practical Completion
"Certificate of Practical Completion"	means a certificate issued by the District Council to the effect that an Area A Provision or an Area B Provision (as relevant) is practically complete save for such minor outstanding works as the District Council may agree in writing
"Community Hub"	means a community building comprising an internal floor area of a minimum of 200 sqm and an external amenity area of a minimum of 50 sqm to be provided in the same location or substantially the same location as shown indicatively coloured purple on the Indicative Masterplan Framework Plan (or at such

	other location on the Site as may be agreed in writing between the District Council and the Owner)
"Community Hub Design and Management Scheme"	means the scheme for the management and maintenance of the Community Hub which is to be managed and maintained by Owner
"Community Woodland"	means 7.80 hectares (or such other area as may be agreed in writing with the District Council and subject to the detail of the Reserved Matter Applications, acknowledging that the areas will be approximately in line with the figures stated) of woodland to be provided as part of the Development as identified within the Planning Permission and to be provided in the locations shown indicatively on the Green Infrastructure Parameter Plan (or at such other location on the Site as may be agreed in writing between the District Council and the Owner)
"Defects Notice"	means a notice or notices served by the District Council which states that the relevant Area A Provision or the relevant Area B Provision (as may be applicable) has not been provided in accordance with the requirements of this Deed to the District Council's reasonable satisfaction and which sets out the details of the work required to reach the standards required by this Deed
"Green Infrastructure Parameter Plan"	means the plan attached to this Deed at Appendix 3B to this Schedule marked "Parameter Plan – Green Infrastructure"
"Guide"	means the District Council's 'Developer Contributions Supplementary Planning Document (SPD) adopted February 2018 (or such other replacement guidance as may be in force at the time being)
"Hedgerow"	means any hedgerow whether existing or to be planted as identified in any Area A Scheme or any Area B Scheme as the context requires and "**Hedgerows**" shall be construed accordingly
"Index Linked"	means, for the purposes of this Schedule 3, adjusted according to any increase occurring between the date of this Deed (unless an alternative date is specified in this Deed) and the Due Date of the relevant payment in the BCIS All-In TPI Index made available through the Royal Institution of Chartered Surveyors
"Indicative Masterplan Framework Plan"	means the plan attached to this Deed at Appendix 3C with reference DE234_12 Rev T
"Informal Parkland"	means 23.52 hectares (or such other area as may be agreed in writing with the District Council and subject to the detail of the Reserved Matters Applications, acknowledging that the areas will be approximately in line with the figures stated) of informal parkland to be provided as part of the Development as identified within the Planning Permission and to be provided in the locations shown indicatively in light green on the Green Infrastructure Parameter Plan (or at such other location on the Site as may be agreed in writing between the District Council and the Owner)
"LAP/LEAP Combined"	means a facility that provides on the Site a combined LAP and LEAP with an equipped activity zone of at least 500 square

	metres designed to provide a safe area for alternative play for children aged two to eight years
"LEMP"	means a 15 year landscape and ecological management plan(s) detailing area inspections, cleansing and maintenance of the Area A Provisions and Area B Provisions (as relevant), and which shall also detail the frequency and standard of maintenance of the facilities that are the subject of the LEMP together with measures to replace any equipment or infrastructure that becomes damaged or planting that may die or become diseased following implementation of the LEMP and which may be varied from time to time with the written agreement of the District Council
"LEMP Inspection"	means the twice annual inspections of the Area A Provision and the Area B Provision by landscape and ecology officers of the District Council
"LEMP Inspection Commuted Sum"	means the sum of nineteen thousand nine hundred and eighty pounds (£19,980) Index Linked
"Local Nature Reserve"	means the nature reserve land to be provided as part of the Development as identified within the Planning Permission and to be provided in the same or a substantially similar location shown indicatively with a purple star on the Green Infrastructure Parameter Plan (or at such other location on the Site as may be agreed between the District Council and the Owner)
"Long Term Stewardship Strategy"	means the strategy appended as Appendix C to the Design and Access Statement supporting the Application and as appended for reference to this Deed as Appendix 3D to this Schedule
"Maintenance Period"	means a period of 12 months following the issue by the District Council of a Certificate of Practical Completion or such longer period which will end when a Certificate of Final Completion has been issued in relation to the relevant Area A Provision or the relevant Area B Provision
"Mature Trees"	means those mature trees identified as such in any Area A Scheme or the Area B Scheme as the context requires
"NEAP"	means a facility that provides on the Site a NEAP with an equipped activity zone of at least 1000 square metres designed to provide a safe area for alternative play for children aged eight to 12 years
"Permissive Footpath"	means a footpath on the Retained Agricultural Land situated within a 6m corridor of grassland and enclosed by post and wire fencing as shown on the Retained Agricultural Land Improvements Plan (or at such other location on the Retained Agricultural Land as may be agreed in writing between the District Council and the Owner)
"Play Areas"	means together the two LAP/LEAP Combined and the one NEAP to be provided within the Development
"Play Area Scheme"	means a detailed scheme in accordance with the Guide for the provision of Play Area(s) within a Reserved Matters Area

submitted for approval as part of any such Reserved Matters Application and which shall include:-

(a) confirmation of the number, type and location of the Play Area(s) within that Reserved Matters Area

(b) a timetable for carrying out the works and the planting comprised in the laying out, landscaping and equipping of that Play Area(s)

(c) provision to ensure that the Play Area(s) are suitable for disabled users and

(d) detailed provision for the maintenance of the Play Area(s) during the Maintenance Period, such maintenance to include the provision for regular inspection by the District Council

"Productive Landscape Areas"	means 0.53 hectares (or such other area as may be agreed in writing with the District Council and subject to the detail of the Reserved Matters Applications, acknowledging that the areas will be approximately in line with the figures stated) of allotment space, growzones and foraging zones to be provided as part of the Development as identified within the Planning Permission and to be provided in the locations shown indicatively hatched red on the Green Infrastructure Parameter Plan (or at such other location on the Site as may be agreed between the District Council and the Owner)
"Retained Agricultural Land"	means 38.59 hectares (or such other area as may be agreed in writing with the District Council and subject to the detail of the Reserved Matters Applications, acknowledging that the areas will be approximately in line with the figures stated) of agricultural land shown edged in blue on the Retained Agricultural Land Plan
"Retained Agricultural Land Improvements Plan"	means the plan attached to this Deed at Appendix 3E to this Schedule marked "Retained Agricultural Land Improvements Plan"
"RoSPA"	means the Royal Society for the Prevention of Accidents
"RoSPA Inspection Report"	means a report prepared by an inspector accredited and certified by the Register of Play Inspectors International (RPII) as a play area inspector that certifies that any LAP/LEAP Combined and/or NEAP is fit for purpose in accordance with the appropriate standards set by the RoSPA
SUDS	means any balancing ponds, attenuation basins, ditches, watercourse, swales or similar features, to be provided to form the sustainable urban drainage system for the Development as detailed in the surface water management scheme (as approved pursuant to the conditions on the Planning Permission) and to be provided on the Development as determined by Reserved Matters Approvals

PART 1

AREA A

1. **PROVISION**

1.1 The Owner shall not Commence or allow Commencement of any Reserved Matters Area of the Development until the Area A Scheme for that Reserved Matters Area as identified in the relevant Reserved Matters Approval has been submitted to and approved in writing by the District Council.

1.2 The Owner shall not Commence or allow Commencement of any Reserved Matters Area of the Development containing a Play Area unless and until the Play Area Scheme for that Reserved Matters Area has been submitted to and approved in writing by the District Council.

1.3 The Owner shall lay out the Area A Provision within any Reserved Matters Area in accordance with any conditions on the relevant Reserved Matters Approval and in accordance with the relevant approved Area A Scheme and Play Area Scheme (if relevant).

1.4 The Owner shall not, without the prior written consent of the District Council, cause or permit the Occupation of more than seventy-five percent 75% of the Dwellings on any Reserved Matters Area until the Area A Provision within that Reserved Matters Area has been completed as evidenced by the issue of a Certificate of Practical Completion in accordance with paragraph 2.1 of Part 1 of Schedule 3.

1.5 The Owner shall not lay any services through, under or over the Area A Provision without the prior written consent of the District Council (such consent not to be unreasonably withheld or delayed) and shall prior to the issue of a Certificate of Practical Completion notify the District Council of any existing known services laid through, under or over that relevant Area A Provision.

1.6 Save in relation to any rights or easements to be granted to the County Council or its nominee(s), the Owner shall not grant or cause or permit to be granted any rights or easements over any of the Area A Provision or any part of them without the prior written consent of the District Council (such consent not to be unreasonably withheld or delayed) whether by way of conditions pursuant to the Planning Permission or otherwise.

1.7 Once a Play Area has been constructed the Owner covenants with the District Council that it will not at any time use the relevant Play Area or cause or permit the relevant Play Area to be used for any purpose other than as a children's play area (and the words "any other purpose" shall include using the Play Area or the sites thereof for the storage of materials, the parking of cars and/or any other vehicles or as a site compound or for any other purpose detrimental to the structure of the soil or existing vegetation).

1.8 Subject to any roads or footpaths necessary to access the relevant Play Area being fit for use by the general public, the Owner will provide an unrestricted right of access for the general public to a Play Area at all reasonable times following the issue of the relevant Certificate of Practical Completion save as required to carry out works of maintenance or in the interests of health and safety and prevent public or private rights accruing over it by means of prescription or other process of law.

2. **APPROVAL**

2.1 On completion of the Area A Provision within a Reserved Matters Area (or completion of part of the Area A Provision within a Reserved Matters Area), the Owner shall secure the approval of the District Council in respect of the relevant Area A Provision as follows:-

2.1.1 the Owner shall invite the District Council in writing to inspect the Area A Provision with a view to issuing a Certificate of Practical Completion;

2.1.2 the District Council shall inspect the Area A Provision within 15 Working Days of receipt of the invitation in paragraph 2.1.1 of Part 1 of this Schedule 3 and shall within 15 Working

Days of such inspection either issue a Certificate of Practical Completion or issue a Defects Notice;

2.1.3 if the Owner receives a Defects Notice in respect of any part of the Area A Provision, they shall use reasonable endeavours to complete the works specified in the Defects Notice as soon as reasonably practicable and in any event no longer than eight weeks (unless otherwise agreed in writing by the District Council) from receipt of such Defects Notice and shall then invite the District Council to re-inspect the relevant part of the Area A Provision;

2.1.4 the procedure set out in paragraphs 2.1.1 to 2.1.3 of Part 1 of this Schedule 3 shall be repeated in respect of the relevant part of the Area A Provision until such time as the District Council either:-

(a) issues a Certificate of Practical Completion in relation to the relevant Area A Provision; or

(b) fails to inspect the relevant Area A Provision within 15 Working Days of receipt of the invitation in paragraph 2.1.1 to 2.1.4 of Part 1 of this Schedule 3 in which case a Certificate of Practical Completion shall be deemed to have been issued in respect of the relevant Area A Provision 15 Working Days after the District Council's receipt of the relevant invitation; or

(c) fails to serve within 15 Working Days of their inspection a Defects Notice in which case a Certificate of Practical Completion shall be deemed to have been issued in respect of the relevant Area A Provision 15 Working Days following the relevant inspection;

2.1.5 the Owner shall maintain each Area A Provision in accordance with the relevant Area A Scheme for the Maintenance Period to the reasonable satisfaction of the District Council, rectifying any defects arising and (where relevant) replacing any trees shrubs plants or grass which have died or have been removed or have become seriously diseased or damaged with others of a similar size and species.

2.2 Upon completion of the Maintenance Period specified in paragraph 2.1.5 of Part 1 of this Schedule 3, the Owner shall secure the final approval of the District Council for each Area A Provision by inviting the District Council in writing to inspect the Area A Provision with a view to issuing a Certificate of Final Completion and the provisions of paragraphs 2.1.1 to 2.1.4 of Part 1 of this Schedule shall apply mutatis mutandis.

2.3 The Owner will at all times prior to the issuing or deemed issue of any Certificate of Practical Completion referred to in paragraph 2.1 of Part 1 of this Schedule 3 upon reasonable notice permit the District Council's officers servants and agents to enter on to any necessary part of the Site and the relevant Area A Provision or any part of it and will afford them access to do so for the purpose of inspecting the laying out of the relevant Area A Provision.

2.4 The Owner shall not, without the prior written consent of the District Council, cause or permit the Occupation of any of the Dwellings within 30 metres of a play a Play Area on any Reserved Matters Area containing a Play Area until that Play Area has been completed as evidenced by the issue of a Certificate of Practical Completion in accordance with paragraph 2.1 of Part 1 of this Schedule 3.

2.5 Prior to the issue of a Certificate of Practical Completion for each Play Area, the Owner shall provide a RoSPA post installation report and risk assessment for that Play Area (which must confirm that the relevant Play Area has passed the post installation report) to the District Council and thereafter the Owner shall provide the RoSPA Inspection Report confirming that the relevant Play Area has passed the RoSPA Inspection in respect of each Play Area annually and none of which RoSPA Inspection Reports shall be more than 11 months old at the date they are provided to the District Council.

3. **MANAGEMENT**

3.1 On or before Occupation of any Dwellings within a Reserved Matters Area the Owner shall submit the LEMP (or LEMPs) for that Reserved Matters Area to the District Council for the District Council's approval in writing setting out:-

3.1.1 how the relevant Area A Provisions will be managed and maintained;

3.1.2 the management of public access to those Area A Provisions;

3.1.3 a requirement to prepare and submit a bi-annual written report to the District Council including any areas or steps for improving any part of the management of the Area A Provisions at six monthly intervals from the anniversary of first written approval of the LEMP by the District Council;

AND

3.2 The approved LEMP (or LEMPs) may be updated from time to time as approved in writing by the District Council.

3.3 The Owner shall comply with the requirements of the Long Term Stewardship Strategy as it relates to the relevant Area A Provision.

3.4 Within 15 Working Days of issue of the first Certificate of Final Completion, the Owner shall pay the LEMP Inspection Commuted Sum to the District Council.

3.5 Following the date of issue of the first Certificate of Final Completion, the District Council shall carry out LEMP Inspections on a twice annual basis during the months of May and September and then provide to the Owner a written report of the results of the LEMP Inspection within 15 Working Days of the date of the LEMP Inspection.

PART 2

AREA B

1. **PROVISION**

1.1 The Owner shall not Commence or allow Commencement of any Reserved Matters Area within the Development until the Area B Scheme for that Reserved Matters Area as identified in the relevant Reserved Matters Approval has been submitted to and approved in writing by the District Council.

1.2 The Owner shall lay out any Area B Provision in accordance with any conditions on the relevant Reserved Matters Approval for that Area B Provision and in accordance with the approved Area B Scheme.

1.3 The Owner shall not, without the prior written consent of the District Council, cause or permit the Occupation of more than seventy-five percent 75% of the Dwellings on any Reserved Matters Area containing an Area B Provision until the Area B Provision for that Reserved Matters Area has been completed as evidenced by the issue of a Certificate of Practical Completion in accordance with paragraph 2.1.1 to 2.1.4 of Part 2 of this Schedule 3.

1.4 The Owner shall not lay any services through, under or over the Area B Provision without prior the written consent of the District Council (such consent not to be unreasonably withheld or delayed) and shall prior to the issue of a Certificate of Practical Completion notify the District Council of any existing known services laid through, under or over that relevant Area B Provision.

1.5 Subject to any roads or footpaths necessary to access the relevant Play Area being fit for use by the general public, the Owner shall not grant or cause or permit to be granted any rights or easements over any of the Area B Provision or any part of them without the prior written consent of the District Council (such consent not to be unreasonably withheld or delayed) whether by way of conditions pursuant to the Planning Permission or otherwise.

2. **APPROVAL**

2.1 On completion of the Area B Provision within a Reserved Matters Area (or completion of part of any such Area B Provision), the Owner shall secure the approval of the District Council in respect of the relevant Area B Provision as follows:-

2.1.1 the Owner shall invite the District Council in writing to inspect the Area B Provision with a view to issuing a Certificate of Practical Completion;

2.1.2 the District Council shall inspect the Area B Provision within 15 Working Days of receipt of the invitation in paragraph 2.1.1 of Part 2 of this Schedule 3 and shall within 15 Working Days of such inspection either issue a Certificate of Practical Completion or issue a Defects Notice;

2.1.3 if the Owner receives a Defects Notice in respect of any part of the Area B Provision, they shall use reasonable endeavours to complete the works specified in the Defects Notice as soon as reasonably practicable and in any event no longer than eight weeks (unless otherwise agreed in writing by the District Council) from receipt of a Defects Notice and shall then invite the District Council to re-inspect the relevant part of the Area B Provision;

2.1.4 the procedure set out in paragraphs 2.1.1 to 2.1.3 of Part 2 of this Schedule 3 shall be repeated in respect of the relevant part of the Area B Provision until such time as the District Council either:-

(a) issues a Certificate of Practical Completion in relation to the relevant Area B Provision; or

(b) fails to inspect the relevant Area B Provision within 15 Working Days of receipt of the invitation in paragraph 2.1.1 of Part 2 of this Schedule 3 in which case a

Certificate of Practical Completion shall be deemed to have been issued in respect of the relevant Area B Provision 15 Working Days after the District Council's receipt of the relevant invitation; or

(c) fails to serve within 15 Working Days of their inspection a Defects Notice in which case a Certificate of Practical Completion shall be deemed to have been issued in respect of the relevant Area B Provision 15 Working Days following the relevant inspection;

2.1.5 the Owner shall maintain each Area B Provision in accordance with the relevant Area B Scheme for the Maintenance Period to the reasonable satisfaction of the District Council, rectifying any defects arising and (where relevant) replacing any trees shrubs plants or grass which have died or have been removed or have become seriously diseased or damaged with others of a similar size and species.

2.2 Upon completion of the Maintenance Period specified in paragraph 2.1.5 of Part 2 of this Schedule 3, the Owner shall secure the final approval of the District Council for each Area B Provision by inviting the District Council in writing to inspect the relevant Area B Provision with a view to issuing a Certificate of Final Completion and the provisions of paragraphs 2.1.1 to 2.1.4 of this Part 2 of Schedule 3 shall apply mutatis mutandis.

2.3 The Owner will at all times prior to the issuing or deemed issue of any Certificate of Practical Completion referred to in paragraph 2.1 of Part 2 of this Schedule 3 upon reasonable notice permit the District Council's officers servants and agents to enter on to such part of the Site as is necessary including the Area B Provision or any part of it and will afford them access to do so for the purpose of inspecting the laying out of the Area B Provision.

3. **MANAGEMENT**

3.1 On or before Occupation of any Dwellings within a Reserved Matters Area containing Area B Provision the Owner shall submit the LEMP (or LEMPs) to the District Council for the District Council's approval in writing setting out:-

3.1.1 how the Area B Provisions within that Reserved Matters Area will be managed and maintained;

3.1.2 the management of public access to those Area B Provisions;

3.1.3 a requirement to prepare and submit a bi-annual written report to the District Council including any areas or steps for improving any part of the management of those Area B Provisions at six monthly intervals from the anniversary of first written approval of the relevant LEMP by the District Council;

AND

3.2 The approved LEMP (or LEMPs) may be updated from time to time as approved in writing by the District Council.

3.3 The Owner shall comply with the requirements of the Long Term Stewardship Strategy as it relates to the relevant Area B Provision.

4. **RETAINED AGRICULTURAL LAND**

4.1 Unless otherwise agreed in writing with the District Council, the Owner covenants with the District Council:-

4.1.1 not to use the Retained Agricultural Land other than for agricultural uses/purposes; and

4.1.2 to maintain the Arable Field Margin in accordance with the Retained Agricultural Land Plan; and

4.1.3 to maintain the Permissive Footpath in accordance with the Retained Agricultural Land Plan.

5. **COMMUNITY HUB**

5.1 The Owner shall prepare and submit a proposal for the design and management of the Community Hub to the District Council prior to first Occupation of any Dwellings within the Reserved Matters Area containing the Community Hub.

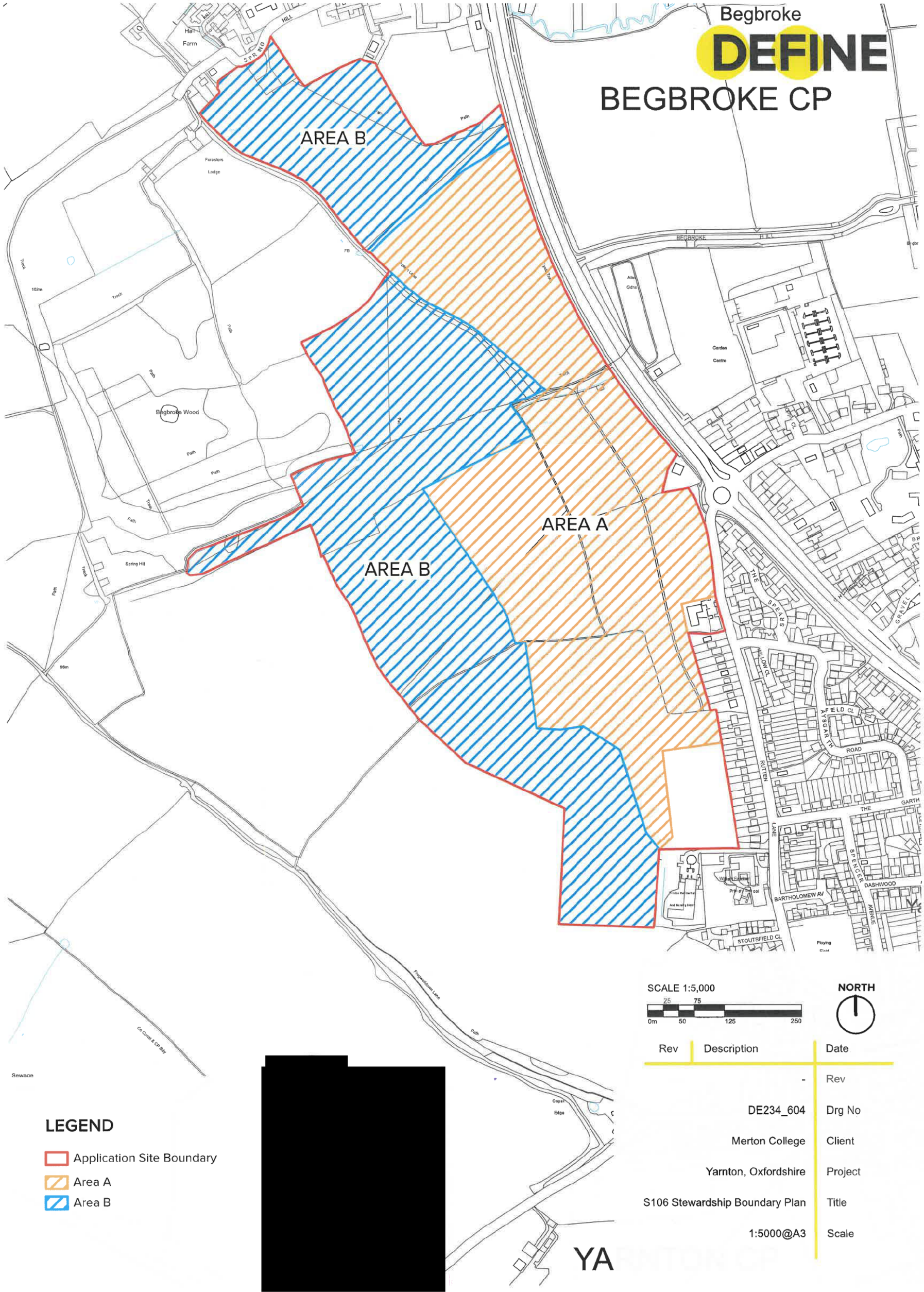
5.2 No Dwelling within the Reserved Matters Area containing the Community Hub shall be Occupied until the Community Hub Design and Management Scheme has been agreed and approved in writing by the District Council.

5.3 The Owner covenants with the District Council that it shall secure the provision of the Community Hub prior to the Occupation of fifty percent (50%) of the Dwellings;

5.4 The Owner shall maintain and manage the completed Community Hub in accordance with the Community Hub Design and Management Scheme.

APPENDIX 3A

PLAN TO SHOW AREA A AND AREA B



Rev	Description	Date
	-	Rev
	DE234_604	Drg No
	Merton College	Client
	Yarnton, Oxfordshire	Project
	S106 Stewardship Boundary Plan	Title
	1:5000@A3	Scale

APPENDIX 3B

GREEN INFRASTRUCTURE PARAMETER PLAN

Beabroke DEFINE

LEGEND

- PR9 Policy Boundary
- Application Site Boundary
- *Ancient Woodland*
- Existing Woodland
- Retained Hedgerow/ Tree
- Existing Removed Hedgerow/ Tree
- Public Open Space
- Productive Landscape (Indicative location and area)
- Proposed Buffer Planting
- Proposed Community Woodland
- Proposed Reinstated Hedgerow & Copse
- Informal Parkland
- Retained Agricultural Land
- Equipped Area for Play (LAP/LEAP/NEAP)
- Local Nature Reserve (Indicative location) *
- Yarnton Medical Practice
- Area Safeguarded for future Yarnton Medical Practice expansion
- Proposed playing pitches and amenity space for William Fletcher Primary School
- Acoustic Barrier (Indicative location)
- Approximate Location of Foul Water Pumping Station (12m x 8m x 3m)

* The precise location and detailed design of the Nature Reserve to be agreed with Cherwell District Council in consultation with stakeholders.

[redacted]

SCALE 1:2,500

0m 20 50 100

NORTH

Rev	Description	Date
J		Rev
DE234_17		Drg No
Merton College		Client
Yarnton, Oxfordshire		Project
Parameter Plan - Green Infastructure		Title
1:2500 @A1		Scale

APPENDIX 3C

INDICATIVE MASTERPLAN FRAMEWORK PLAN

Begbroke

DEFINE

Hall Farm

Forestern Lodge

Issues

Path

Track

102m

Begbroke Wood

Spring Hill

96m

FB

BEGBROKE HILL

Garden Centre

POPPY CL

THE SPEARS

CHERRETT PL

WILLOW CL

AYSGARTH ROAD

RUTTEN LANE

64m

William Fletcher Primary School

Yarnton Residential And Nursing Home

BARTHOLOMEW AV

SPENCER AVENUE

DASHWOOD

STOUTSFIELD CL

Playing Field

College Mead

BLENHEIM

POUND CL

STOCKS TREE CL

61m

Hill Farm

Copse Edge

Windmill Farm

CASS

LEGEND

Placemaking

- PR9 Policy Map Boundary
- Application Site Boundary
- Residential Area (16.06Ha incl. Care & Work Hub)
- School Playing Pitches & Amenity Space (1.73Ha)
- Existing Yarnton Medical Practice (0.32Ha)
- Area Safeguarded for future Yarnton Medical Practice expansion (0.07Ha)
- Rural Edge
- Green Edge
- Urban Edge
- Community Home Work Hub
- Indicative Location for Care Home

Movement

- Site Vehicular Access
- Public Footpath
- Public Bridleway
- Proposed New Public Footpath
- Primary Road
- Secondary Road
- Tertiary Road

Green and Blue Infrastructure

- Green Belt
- Ancient Woodland
- Retained Hedgerow / Trees
- Veteran Trees
- Existing Tree Root Protection Area
- Retained Ditches
- Proposed Community Woodland
- Proposed Reinstated Hedgerow & Copse
- Proposed Swale/Infiltration
- Drainage Attenuation
- Green Open Space
- Informal Parkland
- Food Productive Landscapes (incl. Allotments)
- Retained Agricultural Land
- Local Nature Reserve (Indicative location) *
- Equipped Area for Play (2 x LEAPs & 1 x NEAP)
- Approximate Location of Foul Water Pumping Station (12m x 8m x 3m)

* The precise location and detailed design of the Nature Reserve to be agreed with Cherwell District Council in consultation with stakeholders.

PR8

- PR8 Policy Boundary
- Residential
- Land Reserved for Employment
- Primary School Use
- Secondary School Use
- Existing Begbroke Science Park
- Existing Green Space
- Local Nature Reserve

NOTES:
This plan has been produced for information purposes only and is an indicative representation of the Proposed Development.

NORTH

SCALE 1:2,500

0m 10 20 30 50 100

Rev	Description	Date
T		Rev
DE234_12		Drg No
Merton College		Client
Yarnton, Oxfordshire		Project
PR9 Indicative Framework Plan		Title
1:2500 @A1		Scale

APPENDIX 3D

LONG TERM STEWARDSHIP STRATEGY

Appendix C
Legacy & Stewardship

1. Introduction

Merton College was the first fully self-governing College in the University of Oxford, founded in 1264 by Walter de Merton, sometime Chancellor of England and later Bishop of Rochester.

Over the centuries, many eminent scholars and cultural leaders have called Merton home. They include four Nobel Prize winners, the mathematician who solved Fermat's Last Theorem, the physician who discovered the circulation of blood, and the founder of the Bodleian Library.

The College therefore has a longstanding interest in the success, health and wellbeing of the local area, and as such its vision for land at Yarnton is firmly routed in creating a strong, cohesive community extension to Yarnton, whilst embedding a series of environmental, social and design principles that allow its residents to thrive.

2. Legacy

The College will establish a Legacy with three central tenets. These are set out below, are described in more detail in the Design and Access Statement, and would be key themes which the College would use to explore and shape the development through the detailed planning application stages, either by taking on full responsibility for its design (green infrastructure and Community Hub) or establishing key performance requirements (for proposed housing and their environmental performance):



A. Environment

This envisages new green and blue infrastructure that enhances the Site's existing environmental assets, delivering a biodiversity net gain of over 15% whilst establishing an environment that promotes a high quality approach to play, recreation, education and access to nature.

It also aims to minimise the energy consumption and emissions of the new community through its compact walkable form, promotion of high environmental build standards, and commitment to providing direct encouragement, information and education to the future community.

Reducing energy consumption and emissions is a strong ambition of the College, whilst recognising that the optimal means to achieve this will be the subject of more detailed technical studies, but is likely to include higher standards than current Building Regulations in relation to building insulation, air tightness, heat recovery and renewable energy generation. In addition, the Community Hub is intended to become a Net Carbon Zero exemplar and act as an educational resource in this regard.



B. Community

A strong sense of community will be established with a cohesive relationship with the existing community of Yarnton. Key facilities will be provided for the community to have a sense of ownership and adapt to their current and future needs.

This will include a Community Hub, allotments and shared community 'grow zones', a variety of high quality play areas set within community open spaces and recreational facilities all sitting under the umbrella of a Community Trust that gives the existing community direct control over these facilities, their management and future adaptation. Continued close consultation with Yarnton and Begbroke Parish Councils will directly shape this aspect of the scheme.



C. Design

The scheme design will strive for the highest architectural, movement, urban design and landscape architectural qualities that can forge a strong sense of identity and leave an enduring legacy for the Site. It will establish a distinct place, that is a recognisable extension of Yarnton's identity, not a separate housing estate.

The key principles that will achieve this ambition will be of substance and not just style – the aim is for streets to become lively, secure and co-ordinated, and link together spaces that provide key social, recreational and play functions. Direct and generous cycle and walking routes will be of high quality and well-overlooked, linking key destinations and attractions.

The landscape will be generous and striking, and the appearance of buildings will be co-ordinated, with special attention paid to those in landmark locations to uplift their architectural qualities to become truly special.

3. Stewardship

Merton College recognises that to fully achieve its vision, a process needs to be set out to establish the shared management of the new community assets in perpetuity.

The proposed approach to stewardship at Yarnton sets out a different approach to the green and social infrastructure within the immediate setting of the new community (which the wider public can access and use) compared to that for the informal parkland required by policy PR9 (which is specifically for the benefit of the wider community).

These different areas are identified on Figure 78 opposite, with the stewardship approach set out below in more detail.

Area A – Community Green and Social Infrastructure

A stewardship structure is proposed where residents would become members of a Community Trust that retains ownership and management responsibility for the following aspects (in consultation with Cherwell DC and Oxfordshire CC and Yarnton / Begbroke Parish Councils):

1. The Green Infrastructure within the scheme - the existing hedges, trees, green corridors, play areas, social green spaces and street trees;
2. The Social infrastructure within the scheme (complementary with the existing village facilities) - the Community Hub, its facilities and their management, how events are organised and run, how this can act as a convenience feature for the local community (for example parcel drop off / bike hub) and how social inclusivity is encouraged and supported.

The Community Trust would be funded by a subsidy from Merton College, alongside an annual service charge applicable to all residents (an average cost of around £300 is envisaged, which is commensurate with current best practice stewardship schemes).[1]

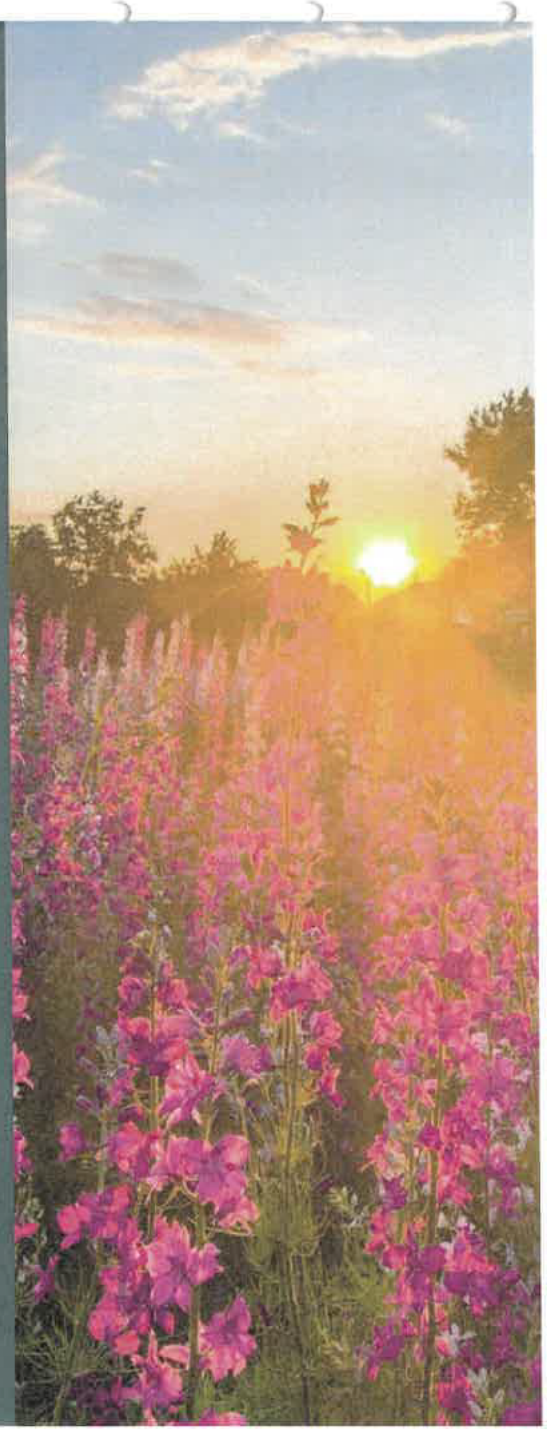
Area B – Informal Parkland and Community Woodland

This area sits to the west and north of the proposed new community and serves a role for the wider public, as envisaged by Policy PR9 at its Key Delivery Requirements items 5 and 6, the requirements of are set out below:

> 5. *The provision of public open green space as informal parkland on 24.8 hectares of land to the west of the residential area and a new Local Nature Reserve accessible to William Fletcher Primary School.*
>
> *6. The creation of an area of a community woodland within 7.8 hectares of land to the north-west of the developable area and to the east of Dolton Lane.*

This land not only provides a functional benefit for the existing and proposed community including William Fletcher Primary School, it also delivers a character and functional transition to the wider countryside and provides a critical role in delivering biodiversity net gain.

[1] https://www.tcpa.org.uk/resources/stewardship-organisations-and-service-charges/





Merton College will retain ownership of this land and fund its management in perpetuity thereby avoiding the new community funding this land for the benefit of the wider public, avoiding unnecessary tension.

To ensure the appropriate management of this land, a detailed Landscape and Ecology Management Plan will be agreed with Cherwell District Council in parallel with the detailed design of this land, to ensure that the management of this land for both biodiversity and recreational benefits are agreed and appropriate. The LEMP will then become the long-term management regime for this land, with a periodic review with key stakeholders to ensure the objectives of public access and biodiversity gain are met in perpetuity.

Separately, a legal agreement will be put in place at the outline planning stage to obligate Merton College to manage the land in perpetuity for full public access and in the interests of biodiversity, in accordance with the LEMP to subsequently be agreed.

In respect of the Local Nature Reserve accessible to William Fletcher Primary School, a detailed design would be developed in partnership with Cherwell District Council, in consultation with the school, with its long-term management being provided as part of Area B. We envisage this area to be no less than 2 hectares in size and to include a range of habitat types and features, with the primary aim of maximising biodiversity and educational use, the details of which will evolve through detailed design and management consultation with the District.



FIGURE 78 - STEWARDSHIP STRATEGY PLAN

4. Next Steps

Three steps are identified to progress the long-term stewardship of the scheme, these are as follows:

Stage 1 – Long-Term Stewardship Strategy

This strategy will be submitted and agreed prior to grant of detailed planning permission, it would be formulated in consultation with CDC, OCC and Yarnton and Begbroke Parish Councils, and Trustees would be appointed. The scope of this strategy would include the organisational structure of the Trust, its scope, income and expenditure model, limitations, estate management role, relationship with the Parish Councils, and the detailed facilities it would provide.

In parallel with this exercise, the Landscape and Ecology Management Plan for Area B would be prepared, alongside detail designs for the Informal Parkland and Community Woodland for separate discussion and agreement with Cherwell District Council. This discussion will include the long term conservation organisation for these areas, as set out in Policy PR9 Key Delivery Requirement 11 i).

Similarly, the detailed design of the Local Nature Reserve accessible to William Fletcher Primary School would be developed in partnership with the school and the long term conservation organisation.



Stage 2 - Trust Establishment Strategy

This strategy will be submitted and agreed prior to the first occupation, in consultation with CDC, OCC and Yarnton / Begbroke Parish Councils. It will provide detail in respect of the mechanisms for establishment and funding of the Trust, the operation and management of the Community Hub, the commitments for management of green infrastructure in accordance with a Landscape and Ecology Management Plan, and other mechanisms to provide clear guidance for residents. It would also promote the safe and healthy use of the facilities on offer, and to set out how residents can be involved in their management and use.



Stage 3 - Trust Maturity Strategy

Prior to the scheme's full occupation, a Maturity Strategy will be submitted and agreed, again in consultation with CDC, OCC and Yarnton / Begbroke Parish Councils. This strategy will provide additional detail to reflect the evolving community to ensure that the now mature community can directly shape and manage its own facilities to adapt to changing patterns and interests, within a well-managed and cohesive structure.





APPENDIX 3E

RETAINED AGRICULTURAL LAND IMPROVEMENTS PLAN

Begbroke DEFINE

Hall Farm

SPRING HILL

Path

Path

Foresters Lodge

Path

FB

Dalton Lane

Cycle Track

BEGBROKE HILL

Track

102m

Track

Path

Path

Begbroke Wood

Path

Path

Path

Track

Path

Spring Hill

Track

Path

95m

Arbor Gdns

Garden Centre

Track

Path

Path

Path

SCHEDULE 4

BIODIVERSITY NET GAIN

1. **DEFINITIONS**

1.1 In this Schedule 4 the following additional definitions shall apply (for the avoidance of doubt any defined term which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):-

"Arable Field Margin"	means an approximate 6m wide arable field margin on the Northern boundary of the Site in the Retained Agricultural Land indicated in yellow on the Retained Agricultural Land Improvements Plan (as defined in and appended to Schedule 3) (or at such other location on the Retained Agricultural Land as may be agreed in writing between the District Council and the Owner)
"BCIS All-In TPI Index"	means the All In Tender Price Index produced quarterly by the Building Cost Information Service Ltd
"BNG "	means the habitat enhancement and creation to be provided within the Site and/or the Arable Field Margin required to secure the equivalent of a biodiversity net gain of at least ten percent (10%)
"BNG Assessment"	means the report "Biodiversity Net Gain Assessment (Including off-site habitat provision to benefit Skylark)" attached to this Deed at Appendix 4A to this Schedule prepared by Aspect Ecology dated December 2023 using the Metric to calculate and measure the Site's pre-Development biodiversity value and calculate and measure the post-Development biodiversity value that is proposed to be achieved within the Site and the Arable Field Margin upon completion of construction of the Development
"Completion Report"	means a report detailing the steps undertaken within the Development or any Reserved Matters Area and/or Arable Field Margin (as applicable) to implement the Habitat Management and Monitoring Plan in order that at least a 10 per cent (10%) net gain in biodiversity is demonstrated as being achievable by the BNG Assessment on the completion of construction of the Development
"BNG Habitat Management and Monitoring Reports"	means a report or reports to be provided in accordance with paragraph 2.7 of this Schedule 4 detailing the steps taken to monitor, manage and maintain the condition of the habitats created or enhanced as a result of the biodiversity enhancements provided within the Development and/or within the Arable Field Margin
"BNG Monitoring Fee"	means an Index Linked sum of three thousand pounds (£3,000.00) payable to the District Council to review the BNG Habitat Management and Monitoring Reports (being equivalent to an Index Linked sum of £500 to review each of the BNG Habitat Management and Monitoring Reports)
"Off-Site BNG "	means off-site habitat measures within the Arable Field Margin required i n order for the Development to achieve the level of biodiversity net gain as described in the Habitat Management and Monitoring Plan and calculated in accordance with the Metric

"Habitat Management and Monitoring Plan"	means a written scheme setting out how, by reference to the findings of the BNG Assessment, BNG will be secured, such scheme to include details of:-
	(a) the works to be undertaken on-Site and/or within any Reserved Matters Area and/or within the Arable Field Margin (as relevant) to secure the required BNG
	(b) details of the location of bat, bird, owl and invertebrate boxes and any other ecological improvements, including hedgehog highways, and future management and maintenance of the same within any Reserved Matters Area and/or within the Arable Field Margin
	and which may be amended or updated from time to time in writing between the District Council and the Owner
"Index Linked"	means, for the purposes of this Schedule 4, adjusted according to any increase in the index occurring between the date of this Deed and the Due Date of the relevant payment in the BCIS All-In TPI Index made available through the Royal Institution of Chartered Surveyors
"Metric"	means Biodiversity Metric version 4.0 (JP039) as utilised for the BNG Assessment or such later updated version which the Owner may elect to utilise

2. **DELIVERY OF HABITAT MANAGEMENT AND MONITORING PLAN**

2.1 The Owner covenants with the District Council:-

2.1.1 to submit the Habitat Management and Monitoring Plan for the whole Site prior to Implementation of the Development;

2.1.2 for each Reserved Matters Area to submit the relevant part of the Habitat Management and Monitoring Plan to the District Council for approval in writing prior to Implementation of the relevant Reserved Matters Area;

2.1.3 not to Implement within a Reserved Matters Area unless and until the part of the Habitat Management and Monitoring Plan for that Reserved Matters Area has been approved by the District Council (unless otherwise agreed in writing by the District Council); and

2.1.4 to implement/secure the measures set out in the Habitat Management and Monitoring Plan for each relevant Reserved Matters Area approved by the District Council (or any replacement or updated Habitat Management and Monitoring Plan subsequently agreed between the District Council and the Owner in writing from time to time).

2.2 Upon completion of construction of the Development within a Reserved Matters Area, the Owner will submit the Completion Report detailing compliance with the Habitat Management and Monitoring Plan for that Reserved Matters Area to the District Council for its written approval.

2.3 In the event that the District Council reasonably requires any defects pursuant to the Habitat Management and Monitoring Plan to be addressed in relation to works undertaking on Site and/or within any Reserved Matters Area and/or within the Arable Field Margin (as relevant), it will inform the Owner in writing within 30 Working Days of submission of the relevant Completion Report pursuant to paragraph 2.2 of this Schedule 4 and the Owner will rectify the defects within 25 Working Days (unless seasonal constraints apply and such longer period of time is otherwise specified by and agreed in writing with the District Council) and submit a notice confirming such rectification to the District Council once the relevant rectification works are completed after which the District Council will within 25 Working Days inspect and either approve the rectification of the defects or it will inform

the Owner in writing that the defects have not been satisfactorily rectified and the obligations within this Clause shall be repeated until the defects are rectified to the satisfaction of the District Council and such approval is issued by the District Council in writing

2.4 On completion of construction of the Development the Owner shall submit a final Completion Report including the BNG Assessment to demonstrate that the Development as a whole is on schedule to deliver the agreed BNG.

2.5 The final Completion Report must be approved in writing by the District Council prior to Occupation of 500 Dwellings (unless otherwise agreed in writing by the District Council) and the Owner shall not Occupy nor permit to be Occupied more than 499 Dwellings (unless otherwise agreed in writing with the District Council) unless and until the District Council has approved in writing the final Completion Report, such approval not to be unreasonably withheld or delayed.

2.6 The Owner will manage and maintain (or procure the management and maintenance of) the biodiversity enhancements delivered pursuant to the Habitat Management and Monitoring Plan for all the Reserved Matters Areas for a period of not less than 30 years from the date of approval of the Completion Report for that Reserved Matters Area by the District Council.

2.7 The Owner will submit a BNG Habitat Management and Monitoring Report to the District Council on the anniversaries of one, three, five, ten, 20 and 30 years (or such other anniversaries as may be identified and agreed in the latest Habitat Management and Monitoring Plan from the date of approval of the first Completion Report to be approved by the District Council and/or submit a BNG Habitat Management and Monitoring Report on such other date(s) as the District Council may reasonably require to secure compliance with the Habitat Management and Monitoring Plan.

2.8 The Owner will pay the BNG Monitoring Fee to the District Council on submission of the BNG Habitat Management and Monitoring Report referred to in paragraph 2.7 above.

APPENDIX 4A

BNG ASSESSMENT

aspect ecology APEMGroup

Land West of Yarnton

Biodiversity Net Gain Assessment

Including off-site habitat provision to benefit Skylark

December 2023

Quality Management	
Client:	Merton College Oxford
Project:	Land West of Yarnton
Report Title:	Biodiversity Net Gain Assessment Including Off-site Provision to Benefit skylark
Project Number:	1005436
File Reference:	5436 BNG Assessment 4.0 vf3 BB/CG/AB
Date:	08/12/2023

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Legal Guidance

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Appendix 5436/1	Metric 4.0 Calculation Tool Extracts
Appendix 5436/2	Habitat Condition Assessment Summary

1 Introduction

1.1 Background and Proposals

1.1.1 Aspect Ecology is advising Merton College Oxford in respect of ecological matters relating to land west of Yarnton, Oxfordshire.

1.1.2 The proposals are for the construction of up to 540 dwellings with associated access, landscaping and green open space.

1.1.3 Aspect Ecology has previously prepared a Biodiversity Net Gain (BNG) Assessment in May 2022 utilising the Biodiversity Metric 3.1 calculation tool[1] to inform the planning application (ref: 21/03522/OUT). Following the submission of this document, the BNG calculation tool has been updated to version 4.0. As such, an updated BNG Assessment has been undertaken using version 4.0 of the calculation tool developed by Natural England and informed by biodiversity net gain guidance developed by CIRIA, CIEEM and IEMA to ensure an up to date assessment is available.

1.2 Biodiversity Net Gain

Environment Act

1.2.1 The Environment Act establishes a comprehensive legal framework for environmental improvement within the UK, forming one of the key measures to deliver the vision set out under the 25 Year Environment Plan.

1.2.2 The Environment Act is intended to establish the structure for long-term environmental governance and accountability and includes key measures to drive improvements for nature. In particular, it lays the foundation for a Nature Recovery Network, and introduces a mandatory requirement for biodiversity net gain in the planning system, to ensure that new developments enhance biodiversity and create new green spaces for local communities to enjoy. This will require developments to deliver a 10% improvement in biodiversity value, albeit this will not be a legal requirement until the legislation is finalised, currently anticipated to be January 2024.

Good Practice Principles for Development

1.2.3 CIRIA, CIEEM and IEMA have developed a set of principles on good practice to achieve Biodiversity Net Gain[2], accompanied by a practical guide[3]. These principles provide a framework that helps improve the UK's biodiversity by contributing towards strategic priorities to conserve and enhance nature while progressing with sustainable development. They also provide a way for industry to show that projects follow good practice. Ten key principles are identified:

1) **Apply the Mitigation Hierarchy.** Do everything possible to first avoid and then minimise impacts on biodiversity. Only as a last resort, and in agreement with external decision-makers where possible, compensate for losses that cannot be avoided. If compensating for losses within the development footprint is not possible or does not

1 Aspect Ecology (2022) Technical Note TN03: *Biodiversity Net Gain Assessment Using Defra Biodiversity Metric 3.1 Calculation Tool.*
2 CIEEM, CIRIA, IEMA (2016) *Biodiversity Net Gain: Good practice principles for development.*
3 CIEEM, CIRIA, IEMA (2019) *Biodiversity Net Gain: Good practice principles for development. A practical guide.*

generate the most benefits for nature conservation, then offset biodiversity losses by gains elsewhere.

2) **Avoid losing biodiversity that cannot be offset by gains elsewhere.** Avoid impacts on irreplaceable biodiversity - these impacts cannot be offset to achieve No Net Loss or Net Gain.

3) **Be inclusive and equitable.** Engage stakeholders early, and involve them in designing, implementing, monitoring and evaluating the approach to Net Gain. Achieve Net Gain in partnership with stakeholders where possible, and share the benefits fairly among stakeholders.

4) **Address risks.** Mitigate difficulty, uncertainty and other risks to achieving Net Gain. Apply well-accepted ways to add contingency when calculating biodiversity losses and gains in order to account for any remaining risks, as well as to compensate for the time between the losses occurring and the gains being fully realised.

5) **Make a measurable Net Gain contribution.** Achieve a measurable, overall gain for biodiversity and the services ecosystems provide while directly contributing towards nature conservation priorities.

6) **Achieve the best outcomes for biodiversity.** Achieve the best outcomes for biodiversity by using robust, credible evidence and local knowledge to make clearly-justified choices when:

   - Delivering compensation that is ecologically equivalent in type, amount and condition, and that accounts for the location and timing of biodiversity losses
   - Compensating for losses of one type of biodiversity by providing a different type that delivers greater benefits for nature conservation
   - Achieving Net Gain locally to the development while also contributing towards nature conservation priorities at local, regional and national levels
   - Enhancing existing or creating new habitat
   - Enhancing ecological connectivity by creating more, bigger, better and joined areas for biodiversity

7) **Be additional.** Achieve nature conservation outcomes that demonstrably exceed existing obligations (i.e. do not deliver something that would occur anyway).

8) **Create a Net Gain legacy.** Ensure Net Gain generates long-term benefits by:

   - Engaging stakeholders and jointly agreeing practical solutions that secure Net Gain in perpetuity
   - Planning for adaptive management and securing dedicated funding for long-term management
   - Designing Net Gain for biodiversity to be resilient to external factors, especially climate change
   - Mitigating risks from other land uses
   - Avoiding displacing harmful activities from one location to another
   - Supporting local-level management of Net Gain activities

9) **Optimise sustainability.** Prioritise Biodiversity Net Gain and, where possible, optimise the wider environmental benefits for a sustainable society and economy.

10) **Be transparent.** Communicate all Net Gain activities in a transparent and timely manner, sharing the learning with all stakeholders.

2 Methodology

2.1 Habitat Survey

2.1.1 As detailed within the Ecological Baseline[4] and Addendum to the Environment Statement[5], the site was originally subject to an extended phase 1 habitat survey in August 2018, with updated survey work conducted in April 2020 and September 2021 in order to ascertain the general ecological value of the land contained within the boundaries of the site and to identify the main habitats and ecological features present.

2.1.2 The site was surveyed based on standard Phase 1 Habitat Survey methodology[6], whereby the habitat types present are identified and mapped, together with an assessment of the species composition of each habitat. The site was classified into areas of similar botanical community types, with a representative species list compiled for each habitat identified. The nomenclature used for plant species is based on the Botanical Society for the British Isles (BSBI) Checklist.

2.1.3 In line with guidance[7], the fine scale minimum mapping unit (MMU) of 25m^2 in area or 5m in length has been used where possible / relevant.

2.2 Survey Constraints and Limitations

2.2.1 All of the species that occur in each habitat would not necessarily be detectable during survey work carried out at any given time of the year, since different species are apparent during different seasons. The Phase 1 habitat survey was undertaken within the optimal season and therefore a robust assessment of the habitats and botanical interest across the site could be made.

2.3 Biodiversity Net Gain Assessment

2.3.1 To quantify the level of biodiversity net gain that can be delivered under the proposed development, the change in biodiversity value resulting from the scheme has been calculated using the Metric 4.0 calculation tool and associated user guide[8]. This takes account of the size, distinctiveness and ecological condition of existing and proposed habitat areas to provide a proxy measure of the present and forecast biodiversity value of a site, and therefore determine the overall change in biodiversity value. These calculations are detailed within the extracts provided at Appendix 5436/1.

2.3.2 To establish the habitat baseline, broad habitat areas have been identified based on the survey work undertaken at the site, with habitat condition assigned based on the guidance set out in the Technical Supplement[9] and professional judgement.

2.3.3 The post-development habitat creation and enhancement is based on the drawing 'PR9 Framework Plan' (ref: DE234_12 rev. H). A number of assumptions have been made in terms of the detailed landscaping and management proposals, based on comparative

4 Aspect Ecology (2020) Ecological Baseline
5 Aspect Ecology (2022) Technical Note TN04: *Addendum to Chapter 8 of the Environment Statement (ES) – Ecology and Nature Conservation*
6 Joint Nature Conservation Committee (2010, as amended) *'Handbook for Phase 1 habitat survey: A technique for environmental audit.'*
7 The UK Habitat classification User Manual. Version 1.1. 2020
8 Natural England (March 2023) *Natural England Joint Publication JP039. Biodiversity Metric 4.0: User Guide.*
9 Natural England (March 2023) *Natural England Joint Publication JP039. The Biodiversity Metric 4.0: Technical Annex 1: Condition Assessment and Methodology.*

developments and what is realistic and feasible under the proposed land uses and landscape space types. Further details of assumptions made in populating the metric are provided at Chapter 4 below.

3 Habitats and Ecological Features

3.1 Overview

3.1.1 The site is dominated by arable, semi-improved grassland and improved grassland, with areas of woodland, tall ruderal and recolonising ground. Hedgerows are present across the site, in addition to a number of trees and ponds.

3.1.2 A full description of habitats is provided within the separate Ecological Baseline[10] and Addendum to the Environment Statement[11], and illustrated on Plan 5436/BNG1. The results of the habitat condition assessment are set out at Appendix 5436/2.

10 Aspect Ecology (2020) Ecological Baseline

11 Aspect Ecology (2022) Technical Note TN04: *Addendum to Chapter 8 of the Environment Statement (ES) – Ecology and Nature Conservation*

4 Post-development Habitats

4.1 Assumptions

4.1.1 When inputting the post-development habitat areas and condition to the Metric 4.0, the following assumptions have been made:

- Newly created habitat under the proposals will be managed appropriately to reach the assigned target condition (anticipated to be defined by a future management plan);
- Future management prescriptions at the site within areas of retained and proposed 'other neutral' grassland at the site will be subject to a traditional meadow management regime (including a hay cut after flowering in July / August), in order to meet all condition assessment criteria (including maintaining the presence of a minimum 10 species per m^2) to qualify as this habitat type;
- Where woodland rides are to be provided, as the woodlands that they fall within will continue to have greater than 20% canopy cover as defined within the UK Forestry Standard (2023), they are assessed to form part of the 'community woodland'. However, as the individual scrub and grassland elements are greater than the MMU, they have been measured separately;
- New tree planting has been provided where considered appropriate, in line with the recommendations of paragraph 131 of the NPPF (2023); and
- It is anticipated that the majority of hedgerows at the site can be fully retained under the proposals. Areas of new hedgerow planting have been indicated in order to show the extent required to achieve a net gain, though the final detailed design may require some changes to their location.

4.2 Good Practice Principles for Development

4.2.1 Provided below is a summary of how biodiversity net gain good practice principles have been applied at the site:

1) **Apply the Mitigation Hierarchy.** The mitigation hierarchy has been followed with the retention of the woodland, the majority of hedgerows, and siting the majority of development within arable habitat which is of lower relative ecological value. Some areas of this habitat are unavoidably lost to the development footprint, which are compensated for by new planting at the site. The majority of the habitat loss arises from low distinctiveness arable and grassland.

2) **Avoid losing biodiversity that cannot be offset by gains elsewhere.** No irreplaceable habitats are lost. Where medium distinctiveness habitat is lost this is offset by new areas of medium distinctiveness habitat creation and enhancement.

3) **Be inclusive and equitable.** Further discussions will be held as required, in order to maximise the ecological benefit under the detailed landscape design.

4) **Address risks.** The Metric 4.0 has an inbuilt difficulty multiplier which allows for the time between losses and the gains to be incorporated into the final score.

5) **Make a measurable Net Gain contribution.** A measurable significant net gain is demonstrated by the Metric. In addition, faunal specific benefits will be provided by the scheme, which are not included within the metric.

6) **Achieve the best outcomes for biodiversity.** The existing woodland and, as far as practicable, the majority of hedgerows and areas of medium distinctiveness grassland will be retained at the site. Furthermore, the site will in general benefit from the enhancement of the retained grassland, and provision of additional grassland, native woodland, hedgerows, Sustainable Drainage Systems (SuDS), and generous new tree planting, far above the existing situation.

7) **Be additional.** The provision of new woodland, hedgerows, grassland, SuDS and tree planting at the site will create ecologically valuable habitats and improve connectivity for wildlife at the site, which would not otherwise occur without significant intervention. Furthermore, the inclusion of off-site enhancements to create a 6m wide arable field margin will create additional ecologically valuable habitats and provide a benefit for Skylark.

8) **Create a Net Gain legacy.** The retained woodland, retained and enhanced grassland, retained hedgerows, in combination with the new woodland, hedgerows, grassland, SuDS and tree planting, will be managed for the benefit of nature conservation for the lifetime of the development (likely to be secured by a planning condition).

9) **Optimise sustainability.** Overall the new habitats will provide an enhanced biodiversity network compared to the existing situation.

10) **Be transparent.** This report ensures the proposals are well communicated to stakeholders.

4.3 Strategic Significance

4.3.1 Strategic significance in the metric is assigned to give extra value to habitats that are located in optimal locations, or are of a type that meet local objectives for biodiversity. As the site does not fall within any Conservation Target Areas (CTA's), no strategic significance has been applied to the habitats pre or post-development of the site.

4.4 Updates from Biodiversity Metric 3.1

4.4.1 Following the publication of version 4.0 of the Biodiversity Metric, a number of associated guidance documents have been updated to reflect its evolving nature. As such, a number of changes have been incorporated into the updated BNG Assessment as detailed below:

- The previously identified 'other neutral grassland' and 'modified grassland' which was to be enhanced to create 'lowland mixed deciduous woodland' has been amended to state that it is lost and 'other woodland; broadleaved' created (in line with Section 3.2.3 of the User Guidance);
- Due to the existing 'modified grassland' in 'moderate' condition failing criterion 1 of version 4.0 of the metric (requiring 6-8 species per m^2 to achieve anything greater than 'poor' condition), it has been re-assigned to 'poor' condition;
- Where 'other woodland; mixed' was to be created, this has been updated to 'other woodland; broadleaved' to achieve an enhanced biodiversity outcome;

- Indicative woodland rides have been identified to provide a further enhancement to the community woodland and created through the use of other neutral grassland and mixed scrub to provide a valuable ecotone;
- Tree provision is now shown at the site; and
- The strategic significance multiplier has been set to 'area / compensation not in local strategy / no local strategy' in line with Section 4.3 above.

4.4.2 Although the existing other neutral grassland is of 'poor' condition when assessed against the condition assessment criteria detailed within version 4.0 of the Metric, to accord with the condition assignment in version 3.1 of the Metric which registered it to 'moderate' condition due to the presence of an indicator species, this has also been upgraded to 'moderate' to ensure consistency with the previous assessment approach and provide a conservative assessment.

4.5 Habitat Type and Condition

4.5.1 A summary of post-development habitat creation is set out in Tables 4.1 – 4.4 below, illustrated on Plan 5436/BNG2, and with an assessment of the habitat condition assessment criteria set out at Appendix 5436/2.

Table 4.1. Post-development Habitat Enhancement (on-site)

Habitat Change	Condition Change	Condition Rationale
Grassland: Modified Grassland → Grassland: Other Neutral Grassland and Grassland: Other Neutral Grassland → Grassland: Other Neutral Grassland	Moderate → Good	The existing modified grassland and other neutral grassland will be retained throughout the areas of public open and enhanced to other neutral grassland in 'good' condition. Through scarification, over-seeding with a suitable wildflower mix and implementation of traditional hay-meadow management (including a hay cut after flowering in July / August) and potential maintenance through low-intensity grazing within open areas, it is anticipated that this habitat will meet all condition assessment criteria as detailed below such that it achieves a 'good' condition: - A: the grassland is anticipated to be a good representation of other neutral grassland through the seeding of an appropriate wildflower mix and the management detailed above; - B: a varied sward height is anticipated to be readily achievable through the management detailed above; - C: the cover of bare ground of between 1-5% is anticipated to be achievable through the natural colonisation of fauna such as Rabbits and formal paths. Should colonisation not occur or the level of bare ground provided by the paths be insufficient, this could be

		achieved through creating scrapes throughout the grassland; - D: the management detailed above will ensure that the cover of Bracken is less than 20% and the cover of scrub is less than 5%; - E: the ongoing management (including the removal of arisings) will ensure that nutrient levels are kept low such that indicators of sub-optimal conditions account for less than 5% of the total area. Furthermore, the maintenance of paths is anticipated to prevent excessive poaching or other physical damage; and - F: through the above management and seeding with an appropriate wildflower mix, a diversity of 10 or more vascular plan species per m^2 is considered to be readily achievable. Should this target not be being achieved, this can be rectified through remediation measures such as the planting of Yellow Rattle to reduce the abundance of grasses.
Lakes: Ponds (Non-Priority Habitat) → Lakes: Ponds (Non-Priority Habitat)	Moderate → Good	The retained standing water features will be enhanced through the introduction of an appropriate management regime to encourage a diverse and abundant aquatic flora to develop, including emergent, submerged and floating plants. This will involve management of bankside vegetation to reduce shading and may involve planting of new native species within the features. On this basis, it is considered that the features will meet all assessment criteria for this habitat type and achieve a 'good' condition.

Table 4.2. Post-development Habitat Enhancement (off-site)

Habitat Change	Condition Change	Condition Rationale
Cropland: Cereal Crops → Cropland: Arable Field Margins Game Bird Mix	Low → Medium	A 6m arable field margin[12] will be created within off-site arable land located at the south-western site boundary. To maximise the benefit of this habitat for Skylark, a suitable seed mix such as 'wild bird seed mixture (HF02)'[13] or similar could be utilised. This is anticipated to provide important foraging and nesting resources and be subject to ecologically sensitive management to benefit Skylark *Alauda arvensis*.

[12] UK Biodiversity Action Plan Priority Habitat Descriptions – Arable Field Margins. UK Biodiversity Action Plan. BRIG (ed. Ant Maddock) 2008.
[13] see specification within 'Climate Change Adaptation Manual: Evidence to Support Nature Conservation In a Changing Climate – Part 9 Arable Field Margins' Natural England. 2020

Table 4.3. Post-development Habitat Creation (on-site)

Habitat	Target Condition	Condition Rationale
Woodland and Forest: Other Woodland; Broadleaved	Moderate	The scheme will include areas of new woodland planting comprising a diverse mix of native species. It is anticipated that the woodland will meet the majority of the assessment criteria, with the exception of those relating to veteran / ancient trees. As such, the woodland is considered likely to achieve a 'moderate' condition.
Grassland: Other Neutral Grassland	Good	Areas of wildflower grassland will be created within the site, including a number of meadows and a woodland ride. The grassland will be managed based on ecological principles using traditional hay-meadow management techniques (including a hay cut after flowering in July / August) with the option of low-intensity grazing of the aftermath within open areas. On this basis, it is anticipated that this habitat will meet all condition assessment criteria as detailed below such that it achieves a 'good' condition: - A: the grassland is anticipated to be a good representation of other neutral grassland through the seeding of an appropriate wildflower mix and the management detailed above; - B: a varied sward height is anticipated to be readily achievable through the management detailed above; - C: the cover of bare ground of between 1-5% is anticipated to be achievable through the natural colonisation of fauna such as Rabbits and formal paths. Should colonisation not occur or the level of bare ground provided by the paths be insufficient, this could be achieved through creating scrapes throughout the grassland; - D: the management detailed above will ensure that the cover of Bracken is less than 20% and the cover of scrub is less than 5%; - E: the ongoing management (including the removal of arisings) will ensure that nutrient levels are kept low such that indicators of sub-optimal conditions account for less than 5% of the total area. Furthermore, the maintenance of paths is anticipated to prevent excessive poaching or other physical damage; and

		- F: through the above management and seeding with an appropriate wildflower mix, a diversity of 10 or more vascular plan species per m^2 is considered to be readily achievable. Should this target not be being achieved, this can be rectified through remediation measures such as the planting of Yellow Rattle to reduce the abundance of grasses.
Grassland: Other Neutral Grassland	Moderate	Areas of wildflower grassland will be created in greenspaces in proximity of the development. The grassland will be managed based on ecological principles using traditional hay-meadow management techniques (including a hay cut after flowering in July / August). However, due to the smaller overall areas and as these will fall in close proximity to the build development, a 'moderate' condition has been selected on a precautionary basis. This is on the basis of passing condition assessment criteria A, B and D as detailed below: - A: the grassland is anticipated to be a good representation of other neutral grassland through the seeding of an appropriate wildflower mix and the management detailed above; - B: a varied sward height is anticipated to be readily achievable through the management detailed above; and - D: the management detailed above will ensure that the cover of Bracken is less than 20% and the cover of scrub is less than 5%. In reality, the management will aim to achieve a higher condition and meet more condition assessment criteria, albeit a 'moderate' condition has been utilised within the Metric to provide a conservative assessment.
Heathland and shrub: Mixed scrub	Good	Areas of native scrub planting will be included within woodland rides, which will include a minimum of three woody species. No invasive or undesirable species to be included. A well-developed edge and good age range can be developed over time and planting will be intersected with a glade through the centre comprising other neutral grassland. The scrub is therefore expected to achieve a 'good' condition.
Urban: Sustainable Urban Drainage	Moderate	Numerous sustainable urban drainage features are to be created as part of the proposed development and it is anticipated that they will meet two of the three

		core condition assessment criteria for this habitat type and will therefore achieve a score of 'moderate'.
Urban: Developed Land; Sealed Surface	N/A	No assessment required. *Note: Area coded accounts for 70% of the residential area, the remaining 30% of residential area is coded as `Urban: Vegetated Garden`.*
Urban: Vegetated Garden	N/A	No assessment required. *Note: Area coded accounts for 30% of residential area, the remaining 70% is coded as `Urban: Developed Land' Sealed Surface*
Urban – Urban tree	Moderate	Native trees to be planted throughout the site within areas of open space, expected to achieve a 'moderate' condition within 30 years with suitable management.
Urban – Urban tree	Poor	Non-native species / cultivars to be planted within and adjacent to the built development, considered unlikely to exceed a 'poor' condition within 30 years.

Table 4.4. Post-development Linear Feature (Hedgerow) Creation (on-site)

Habitat	Target Condition	Condition Rationale
Species-rich Native Hedgerow with Trees	Moderate	New native hedgerow planting will be undertaken at the site as part of the proposed development, connecting with existing hedgerows and other habitats to enhance connectivity within and around the site. The hedgerows will be managed based on ecological principles and it is considered that the hedgerows will meet the majority of the condition assessment criteria, with the exception of those relating to mature standard trees. As such, a condition of 'moderate' is considered achievable.

5 Biodiversity Net Gain Assessment Results

5.1 Metric calculation

5.1.1 The data from the baseline habitat survey work and the proposed habitat enhancement and creation works have been coded into the Metric.

5.1.2 In summary, the Metric indicates that the development will result in a 40.76 (14.46%) gain in habitat units and a 12.74 (14.56%) gain in hedgerow units with all trading rules satisfied. The results are illustrated down in Table 5.1 below:

Table 5.1 Net gain assessment results

Unit Type	Change in Units	% Change
Habitats	40.76	14.46%
Hedgerows	12.74	14.56%

5.2 Additional benefits not captured by the Metric

Faunal Benefits

5.2.1 Further biodiversity benefits will be provided by faunal enhancements, for example through the provision of new bat and bird boxes (at a ratio of one per dwelling), hedgehog domes, amphibian and reptile hibernacula and bee bricks (which can be secured via suitably worded planning conditions). Furthermore, the enhancement of off-site land to create a 6m wide field margin managed for the benefit of Skylark is anticipated to provide a significant benefit to the species[14] alongside other fauna. Such faunal enhancements are not quantified under the Metric as this deals with habitats alone and does not address faunal benefits. In addition, the value of a number of new gardens will likely be of higher value than the stipulated condition under the Metric.

In perpetuity management

5.2.2 Notwithstanding that the standard for management of BNG land within the Environment Act 2021 is 30 years, in this instance, the applicant has agreed that management of the new green open space will be provided for the lifetime of the development. An organisation with considerable experience will be selected for delivering the habitat creation and management at the site for this period. It is anticipated that the mechanism for funding of the management of the green open space for the lifetime of the development will be agreed at the reserved matters stage as part of a future application. The details can be secured by imposing a suitable condition on the outline planning consent, for example as part of a Landscape and Ecological Management Plan (LEMP).

[14] Field margins as foraging habitat for skylarks (Alauda arvensis) in the breeding season. Kuiper et al . Agriculture, Ecosystems & Environment. Vol. 170. P10-15. April 2013

6 Summary and Conclusions

6.1.1 Aspect Ecology is advising Merton College Oxford in respect of ecological matters relating to land west of Yarnton, Oxfordshire proposed for new residential development.

6.1.2 To inform the application, Aspect Ecology has undertaken an updated BNG assessment to determine the level of biodiversity net gain that could be achieved under the scheme, based on the Metric 4.0 calculation tool.

6.1.3 The metric demonstrates that a 14.46% biodiversity net gain is achieved in habitat units and 14.56% in hedgerow units.

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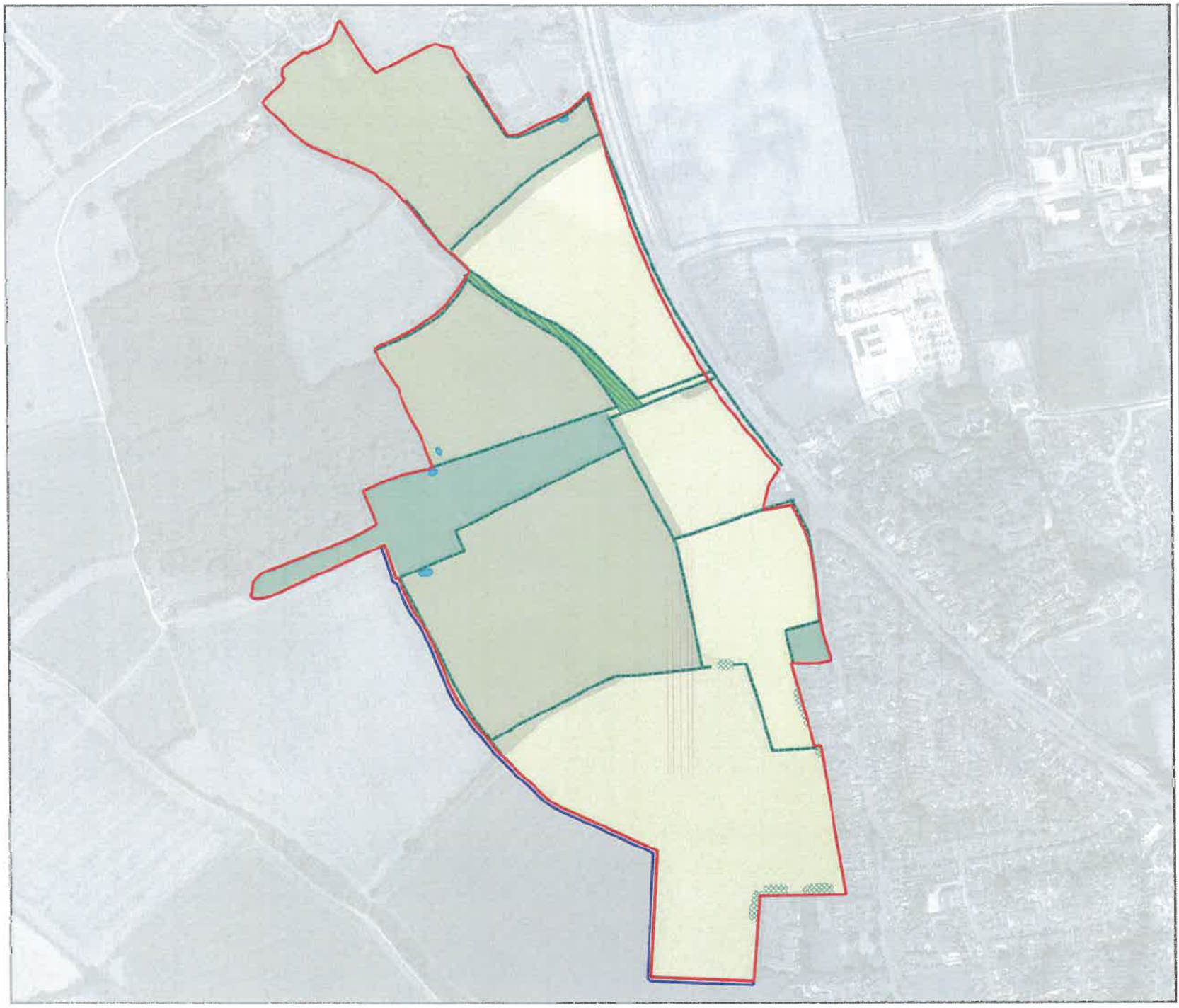
Plan 5436/BNG1:

Pre-development Habitats



Key:

- Site Boundary
- Off-site Land within Applicant's Control
- Cereal crops
- Other neutral grassland
- Modified grassland
- Other woodland; broadleaved
- Mixed scrub
- Ponds (non-priority habitat)
- Native hedgerow

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PROJECT	Land West of Yarnton
TITLE	Pre-development Habitats
DRAWING NO	5436/BNG1
KEY	J/JP
DATE	December 2023

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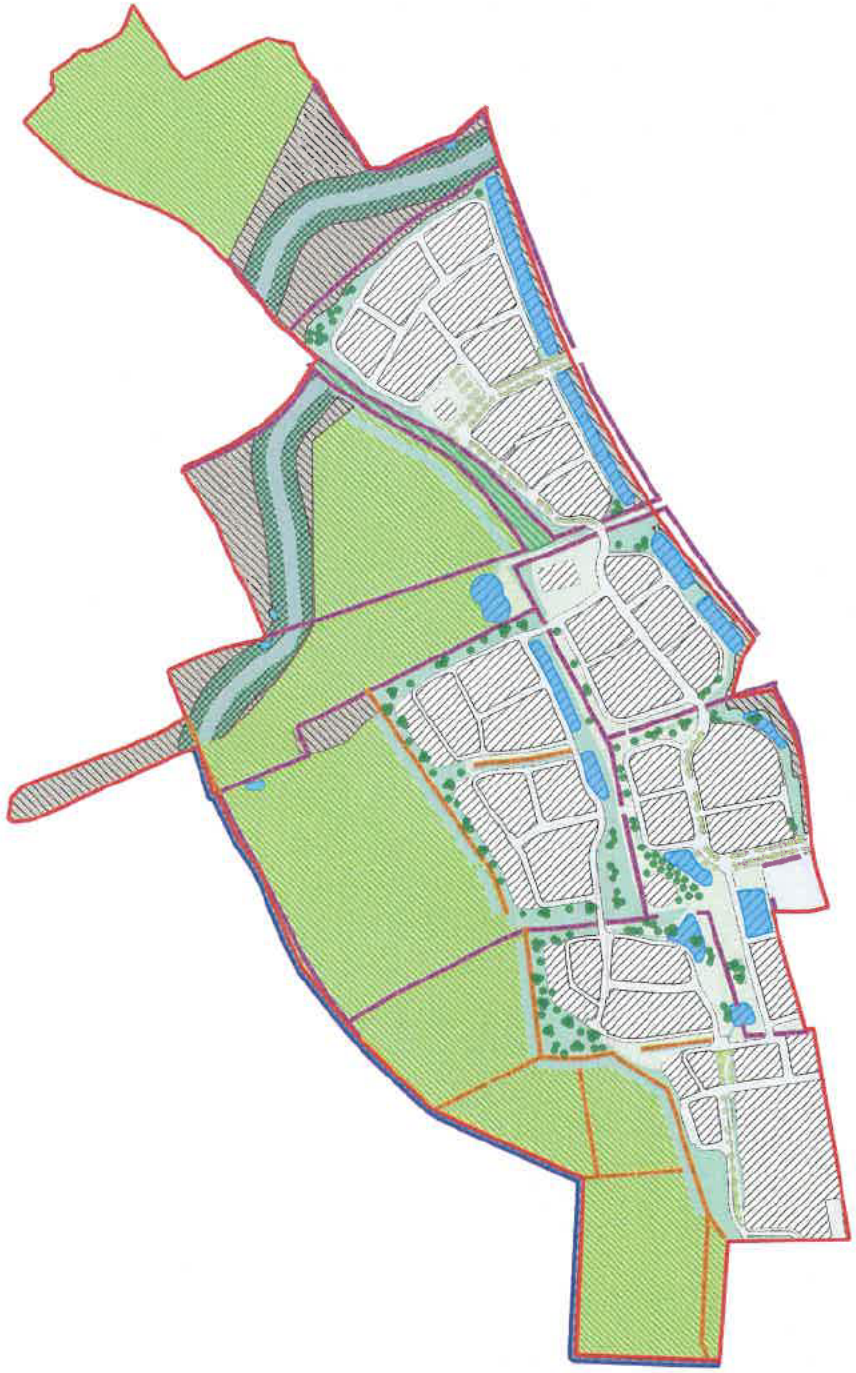
Plan 5436/BNG2:

Post-development Habitats



Key:

- Site Boundary
- Off-site Land within Applicant's Control
- Proposed Other neutral grassland - Woodland Ride
- Other neutral grassland
- Other neutral grassland - Meadowland
- Retained Other woodland; broadleaved
- Proposed Other woodland; broadleaved
- Proposed Mixed scrub
- Sustainable drainage system
- Retained Ponds (non-priority habitat)
- Retained Native hedgerow
- Proposed Native hedgerow
- Urban Trees (moderate condition) [184]
- Urban Trees (poor condition) [93]

Urban -suburban mosaic of developed natural surface, comprising:

- Modified grassland
- Open Space
- Developed land; sealed surface: Hardstanding
- Houses & Gardens

Off-site Habitat

- Cereal Crops Enhanced to Arable Field Margins Game Bird Mix

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Land West of Yarnton

Post-development Habitats

5436/BNG2

J/JP

December 2023

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Appendix 5436/1:

Metric 4.0 Calculation Tool Extracts

Land West of Yarnton

Return to results menu

Headline Results

Scroll down for final results ⚠

On-site baseline	*Habitat units*	281.91	
	Hedgerow units	87.52	
	Watercourse units	0.00	
On-site post-intervention (Including habitat retention, creation & enhancement)	*Habitat units*	321.52	
	Hedgerow units	100.26	
	Watercourse units	0.00	
On-site net change (units & percentage)	*Habitat units*	39.62	14.06%
	Hedgerow units	12.74	14.56%
	Watercourse units	0.00	0.00%
Off-site baseline	*Habitat units*	1.19	
	Hedgerow units	0.00	
	Watercourse units	0.00	
Off-site post-intervention (Including habitat retention, creation & enhancement)	*Habitat units*	2.34	
	Hedgerow units	0.00	
	Watercourse units	0.00	
Off-site net change (units & percentage)	*Habitat units*	1.15	96.50%
	Hedgerow units	0.00	0.00%
	Watercourse units	0.00	0.00%
Combined net unit change (Including all on-site & off-site habitat retention, creation & enhancement)	*Habitat units*	40.76	
	Hedgerow units	12.74	
	Watercourse units	0.00	
Spatial risk multiplier (SRM) deductions	*Habitat units*	0.00	
	Hedgerow units	0.00	
	Watercourse units	0.00	

FINAL RESULTS

Total net unit change (Including all on-site & off-site habitat retention, creation & enhancement)	*Habitat units*	40.76
	Hedgerow units	12.74
	Watercourse units	0.00
Total net % change (Including all on-site & off-site habitat retention, creation & enhancement)	*Habitat units*	14.46%
	Hedgerow units	14.56%
	Watercourse units	0.00%
Trading rules satisfied?	Yes ✓	

Unit Type	Target	Baseline Units	Units Required	Unit Deficit	
Habitat units	10.00%	281.9	310.10	0.00	Unit requirement met or surpassed ✓
Hedgerow units	10.00%	87.52	96.27	0.00	Unit requirement met or surpassed ✓
Watercourse units	10.00%	0.00	0.00	0.00	Unit requirement met or surpassed ✓

Project Name: Land West of Yarnton Map Reference:

A-1 On-Site Habitat Baseline

Condenser / Show Columns | Condense / Hide Rows

Main Menu | Instructions

Area habitat summary	
Total Net Unit Change	40.78
Total Net % Change	14.48%
Trading Rules Satisfied	Yes ✓

Ref	Existing area habitats: Broad Habitat	Habitat Type	Area (hectares)	Distinctiveness: Distinctiveness	Condition	Strategic significance: Strategic significance	Required Action to Meet Trading Rules	Ecological baseline: Total habitat units
1	Cropland	Cereal crops	27.879	Low	Condition Assessment N/A	Area/compensation not in local strategy/ no local strategy	Same distinctiveness or better habitat required	55.51
2	Grassland	Modified grassland	2.7488	Low	Poor	Area/compensation not in local strategy/ no local strategy	Same distinctiveness or better habitat required	0.55
3	Grassland	Modified grassland	1.28	Low	Poor	Area/compensation not in local strategy/ no local strategy	Same distinctiveness or better habitat required	2.56
4	Grassland	Other neutral grassland	14.4811	Medium	Moderate	Area/compensation not in local strategy/ no local strategy	[illegible]	131.77
5	Grassland	Other neutral grassland	5.4647	Medium	Moderate	Area/compensation not in local strategy/ no local strategy	[illegible]	51.93
6	Heathland and shrub	Mixed scrub	0.2181	Medium	Poor	Area/compensation not in local strategy/ no local strategy	[illegible]	1.64
7	Woodland and forest	Other woodland; broadleaved	0.7874	Medium	Good	Area/compensation not in local strategy/ no local strategy	[illegible]	7.09
8	Lakes	Ponds (non-priority habitat)	0.0467	Medium	Moderate	Area/compensation not in local strategy/ no local strategy	[illegible]	0.42
9	Grassland	Other neutral grassland	4.3127	Medium	Moderate	Area compensation not in local strategy/ no local strategy	[illegible]	38.81
10								
11								
12								
13								
14								
		Total habitat area	59.43					331.93
		Site Area (Excluding area of individual trees and Green walls)	59.43					

Retention category biodiversity value: Area retained	Area enhanced	Baseline units retained	Baseline units enhanced	Area habitat lost	Units lost	Bespoke compensation agreed for unacceptable losses	Comments: User comments	Consenting body comments	GIS reference number
		0.00	0.00	27.89	55.51		Arable land		
	2.7488	0.00	5.50	0.00	0.00		Improved Grassland - to be enhanced where retained		
		0.00	0.00	1.28	2.56		Improved Grassland - to be enhanced where retained		
	8.2812	0.00	65.09	6.18	66.26				
		0.00	0.00	5.24	41.86				
		0.00	0.00	0.21	1.64				
0.7874		7.09	0.00	0.00	0.00				
	0.0467	0.00	0.37	0.00	0.00				
	4.3127	0.00	38.81	0.00	0.00		Kitchen field		
0.79	15.43	7.09	107.80	41.40	167.80				

Total area lost (excluding area of individual trees and Green walls)	41.40

Project Name: Land West of Yarnton Map Reference:

A-2 On-Site Habitat Creation

Condenser / Show Columns | Condense / Hide Rows

Main Menu | Instructions

Area habitat summary	
Total Net Unit Change	40.78
Total Net % Change	14.48%
Trading Rules Satisfied	Yes ✓
Area Check (excluding individual trees and green walls)	Area Acceptable ✓

Post development/ post intervention habitats: Broad Habitat	Proposed habitat	Area (hectares)	Distinctiveness: Distinctiveness	Condition	Strategic significance: Strategic significance	Temporal multiplier: Standard or adjusted time to target condition	Temporal multiplier: Final time to target condition (years)	Difficulty: Final difficulty of creation	Habitat units delivered	Comments: User comments	Consenting body comments	GIS reference number
Woodland and forest	Other woodland; broadleaved	1.2711	Medium	Moderate	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	15	Low	5.50	Other woodland planting		
Grassland	Other neutral grassland	3.888	Medium	Moderate	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	5	Low	26.02	Grassland on development edge managed ecologically		
Grassland	Other neutral grassland	7.043	Medium	Good	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	10	Low	59.19	Retained meadowland		
Urban	Sustainable drainage system	2.8081	Low	Moderate	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	3	Medium	6.73	SuDS		
Urban	Developed land; sealed surface	9.0167	V.Low	N/A - Other	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	0	Medium	0.00	Roads		
Urban	Developed land; sealed surface	1.5557	V.Low	N/A - Other	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	0	Medium	0.00	Sports area for School		
Urban	Developed land; sealed surface	10.34201	V.Low	N/A - Other	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	0	Medium	0.00	Residential - real surface @ 70% of area		
Urban	Vegetated garden	4.43229	Low	Condition Assessment N/A	Area compensation not in local strategy/ no local strategy	Standard time to target condition applied	1	Low	8.65	Residential - gardens and green spaces @ 30% of area		
Woodland and forest	Other woodland; broadleaved	0.36	Medium	Moderate	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	15	Low	1.64	Community woodland		
Woodland and forest	Other woodland; broadleaved	3.1954	Medium	Moderate	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	10	Low	14.96	Community woodland		
Heathland and shrub	Mixed scrub	2.4	Medium	Good	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	10	Low	20.17	Woodland ride through community woodland		
Individual trees	Urban tree	0.7492	Medium	Moderate	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	27	Low	3.29	Urban trees in green spaces		
Grassland	Other neutral grassland	1.1	Medium	Good	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	10	Low	9.24	Woodland ride through community woodland		
Individual trees	Urban tree	0.3788	Medium	Poor	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	10	Low	1.06	Urban trees adjacent to roads		
	Total habitat area	44.52							195.96			
	Site Area (Excluding area of individual trees and Green walls)	43.40										

Project Name: Land West of Yarnton Map Reference:

A-3 On-Site Habitat Enhancement

Condense / Show Columns | Condense / Show Rows

Main Menu | Instructions

Area habitat summary	
Total Net Unit Change	[illegible]
Total Net % Change	[illegible]
Trading Rules Satisfied	Yes ✓

For development post intervention habitats

Baseline habitats		Proposed Habitat (Pre-populated but can be overridden)		Change in distinctiveness and condition		Area (hectares)	Distinctiveness	Condition	Strategic significance	Temporal risk multiplier		Difficulty risk multipliers	Habitat units delivered	Comments		
Baseline ref	Baseline habitat	Proposed Broad Habitat	Proposed habitat	Distinctiveness change	Condition change				Strategic significance	Standard or adjusted time to target condition	Final time to target condition (years)	Final difficulty of enhancement		User comments	Consenting body comments	GIS reference number
[illegible]	Grassland - Modified grassland	Grassland	Other neutral grassland	Low - Medium	Lower Distinctiveness Habitat - Good	2.2415	Medium	Good	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	15	Low	[illegible]	Good and enhanced		
4	Grassland - Other neutral grassland	Grassland	Other neutral grassland	Medium - Medium	Moderate - Good	5.2611	Medium	Good	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	15	Low	[illegible]	Good and enhanced		
[illegible]	Lakes - Ponds (non-priority habitat)	Lakes	Ponds (non-priority habitat)	Medium - Medium	Moderate - Good	0.9437	Medium	Good	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	5	Medium	[illegible]	Retained standard/ not retained enhanced		
[illegible]	Grassland - Other neutral grassland	Grassland	Other neutral grassland	Medium - Medium	Moderate - Good	4.1937	Medium	Good	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	10	Low	[illegible]	Good and enhanced		
					Total habitat area	1.843							135.19			

Project Name: Land West of Yarnton Map Reference:

B-1 On-Site Hedge Baseline

Condense / Show Rows

Main Menu

Hedgerow summary	
Total Net Unit Change	12.74
Total Net % Change	14.58%
Trading Rules Satisfied	Yes ✓

Existing hedgerow habitats				Distinctiveness	Condition	Strategic significance	Required Action to Meet Trading Rules	Ecological baseline	Retention category biodiversity value						Comments		
Baseline ref	Hedge number	Hedgerow type	Length (km)	Distinctiveness	Condition	Strategic significance		Total hedgerow units	Length retained	Length enhanced	Units retained	Units enhanced	Length lost	Units lost	User comments	Consenting body comments	GIS reference number
1		Species-rich native hedgerow with trees	4.862	High	Good	Area/compensation not in local strategy/ no local strategy	[illegible]	87.52	4.866		82.73	9.00	0.27	4.79			
2																	
3																	
4																	
5																	
6																	
			4.86					87.52	4.86	0.00	82.73	9.00	0.27	4.79			

Project Name: Land West of Yarnton Map Reference:

B-2 On-Site Hedge Creation

Condense / Show Columns | Condense / Show Rows

Main Menu | Instructions

Hedgerow summary	
Total Net Unit Change	12.74
Total Net % Change	14.58%
Trading Rules Satisfied	Yes ✓

Proposed habitats				Distinctiveness	Condition	Strategic significance	Temporal multiplier		Difficulty risk multipliers	Hedge units delivered	Comments		
Baseline ref	New hedge number	Habitat type	Length (km)	Distinctiveness	Condition	Strategic significance	Standard or adjusted time to target condition	Final time to target condition (years)	Final difficulty of creation		User comments	Consenting body comments	GIS reference number
1		Species-rich native hedgerow with trees	2.086	High	Moderate	Area/compensation not in local strategy/ no local strategy	Standard time to target condition applied	10	Low	17.53	Re-instatement of historic hedgerows		
2													
3													
4													
5													
6													
			2.09							17.53			

Project Name: Land West of Yarnton Map Reference:

D-1 Off-Site Habitat Baseline

Area habitat summary	
Total Net % Change	49.56
Total Hab % Change	2.64%
Trading Rules Satisfied	Yes

Baseline ref	Broad habitat	Habitat type	Area (hectares)	Distinctiveness	Condition	Strategic significance	Required Action to Meet Trading Rules	Spatial risk multiplier	Spatial risk category	Biodiversity baseline: Total habitat units
1	[illegible]	[illegible]	[illegible]	[illegible]	Condition Assessment N/A	[illegible]	[illegible]	[illegible]	Compensation is in LPA boundary or NCA of equal value	[illegible]
2										
3										
4										
5										
6										
		Total habitat area	0.56				Total Site baseline			1.19

Site Area (Excluding area of habitat/and trees and Green walls)	0.56

Area retained	Area enhanced	Baseline units retained	Baseline units enhanced	Area lost	Units lost	Irreplaceable compensation agreed for irreplaceable biome	User comments	Consenting body comments	GIS reference number	Off-site reference
	0.2845	0.00	1.19	0.00	0.00					
0.00	0.28	0.00	1.19	0.00	0.00					

Total area lost (excluding area of habitat trees and Green walls)	0.00

Project Name: Land West of Yarnton Map Reference:

D-2 Off-Site Habitat Enhancement

Area habitat summary	
Total Net Unit Change	11.19
Total Net % Change	22.80%
Trading Rules Satisfied	Yes

Baseline ref	Baseline habitat	Proposed broad habitat	Proposed habitat	Distinctiveness change	Condition change	Area (ha)	Distinctiveness	Condition	Strategic significance	Temporal multiplier: Standard or adjusted due to longer condition	Temporal multiplier: Final time to target condition (years)	Delivery multiplier	Spatial risk multiplier: Spatial risk category	Habitat units delivered	Comments: User comments	Comments: Consenting body comments	GIS reference number	Off-site reference
1	[illegible]	Cropland	Arable field margins game bird mix	Low - 2+ bands	[illegible]	0.28	[illegible]	Poor/Moderate condition	[illegible]	Standard	1	Low	Compensation outside LPA, but only in NCA of like, as or like	11.19	Coloured to ensure 4m of tall margins for [illegible]			
					Total habitat units	1.19								11.19				

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Appendix 5436/2:

Habitat Condition Assessment Summary

HABITAT CONDITION ASSESSMENT MATRIX FOR METRIC 4.0

PROJECT NAME: Land West of Yarnton
PROJECT NUMBER: 5436

	Habitat type/criteria	**Feature Reference**		
Grassland (low distinctiveness)		**Pre-development**	**Post-development**	
A	6-8 species per m2, including 2+ forbs (N.B. review other grassland types where 9+ species (excluding undesirable species), or species are characteristic of higher quality grassland)	Fail		
B	Varied sward height (>20% less than 7cm, >20% more than 7cm)	Fail		
C	Less than 20% scrub	Pass		
D	Less than 5% subject to physical damage (excessive poaching, machinery use/storage etc)	Pass		
E	Cover of bare ground between 1 and 10%	Pass		
F	Less than 20% bracken	Pass		
G	Absence of Sch9 invasive species	Pass		
Condition		Poor		
Grassland (medium distinctiveness and above)		**Pre-development**	**Post-development**	
A	Closely matches characteristics of specific habitat type	Fail	Pass	Pass
B	Varied sward height (>20% less than 7cm, >20% more than 7cm)	Fail	Pass	Pass
C	Cover of bare ground between 1 and 5%	Pass	Pass	Fail
D	Less than 20% bracken and 5% scrub	Pass	Pass	Pass
E	Absence of Sch9 invasive species and less than 5% combined undesirable species (C Thistle, Sp Thistle, Docks, Nettle, C Buttercup, G Plantain, W Clover, Cow Parsley) or physical damage (excessive poaching, machinery use/storage etc)	Pass	Pass	Fail
F	**Non-acid grasslands:** 10 or more species per m2 (not including Sch9 or undesirable species). *Mark as N/A if acid grassland, otherwise to be completed.*	Pass	Pass	Fail
Condition		Poor	Good	Moderate
		Upgraded to Moderate		
Pond		**Pre-development**	**Post-development**	
A	Good water quality with clear water and no obvious signs of pollution. Turbidity acceptable if grazed by livestock.	Pass	Pass	
B	Semi-natural habitat (moderate distinctiveness or above) at least 10m from pond edge for entire perimeter.	Pass	Pass	
C	Less than 10% duckweed or filamentous algae	Pass	Pass	
D	Pond not artifically connected to other waterbodies (e.g. agricultural ditches or artificial pipework)	Pass	Pass	
E	Pond water levels able to fluctuate naturally throughout year - no obvious dams, pumps or pipework	Pass	Pass	
F	Absence of non-native plant and animal species	Pass	Pass	
G	Pond is not artifically stocked with fish. If naturally contains fish is a native fish assemablage at low densities.	Pass	Pass	
H	**Non-woodland ponds only:** Emergent, submerged or floating plants cover at least 50% of pond area that is less than 3m deep	Fail	Pass	
I	**Non-woodland ponds only:** Less than 50% of pond surface shaded by woody bankside species	Pass	Pass	
Condition		Moderate	Good	

Scrub		**Pre-development**		**Post-development**				
A	Habitat is a good representation of UKHab description. At least 80% of scrub is native with at least 3 woody species, with no one species more than 75% cover (except Hazel, Juniper, Sea Buckthorn and Box)	Fail		Pass				
B	Good age range with seedlings, saplings, young shrubs and mature shrubs present	Fail		Pass				
C	Absence of Sch9 invasive species and less than 5% undesirable species (non-native conifers, Tree-of-Heaven, Holm Oak, Turkey Oak, Cherry Laurel, Snowberry, Shallon, American Skunk Cabbage, Buddleia, Cotoneaster, Spanish Bluebell, Hybrid Bluebell)	Fail		Pass				
D	Scrub has well developed edge with scattered scrub and tall grassland/herbs present between scrub and adjacent habitats	Fail		Pass				
E	Clearings, glades or rides present providing sheltered edges	Fail		Pass				
Condition		Poor		Good				
Woodland (assign scores of 3/2/1 accordingly)		**Pre-development**		**Post-development**				
A	Three/two/one age classes present (across whole woodland)	2		2				
B	No significant browsing/browsing across no more than 40% of woodland/browsing across more than 40% of woodland	3		3				
C	No invasive species/Rhododendron or Laurel absent, other species less than 10% cover/Rhododendron or Laurel present, other species more than 10% cover	3		3				
D	5+ native tree or shrub species (more than 5m height)/3-4 native tree or shrub species/up to 2 native tree or shrub species (average per 10m radius survey plot, across woodland parcel)	3		3				
E	More than 80% canopy trees and understorey shrubs are native/50-80% are native/less than 50% are native	3		3				
F	Less than 20% temporary open space, or 10-20% temporary open space if woodland over 10ha/21-40% temporary open space/more than 40% temporary open space (e.g. glades, rides, footpaths, areas of clearfell)	3		3				
G	Three/one-two/none classes of regeneration present - trees 4-7cm dbh; saplings/seedlings; advanced coppice regrowth	2		2				
H	Tree mortality less than 10%, no pests, diseases or crown dieback/11-25% mortality, low risk pests, diseases or crown dieback/more than 25% mortality, high risk pests or diseases	3		2				
I	Ground flora - recognisable NVC plant community strongly characterised by AWI/recognisable NVC plant community present/no recognisable NVC community	2		1				
J	Woodland vertical structure (average per 10m radius survey plot) - three or more storeys/two storeys/one or less storey (upper, middle, lower, shrub layer or complex)	2		2				
K	2+ veteran trees per ha/1 veteran tree per ha/no veteran trees	3		1				
L	50% of survey plots have standing deadwood, large dead branches, stems and stumps/25-50% deadwood/less than 25% deadwood	1		1				
M	No nutrient enrichment or damaged ground/less than 1ha nutrient enrichment or 20% damaged ground/more than 1ha nutrient enrichment or 20% damaged ground	2		3				
Condition		Moderate		Moderate				

Urban / Sparsely vegetated land - ruderal/ephemeral		**Pre-development**	**Post-development**
A	Varied vegetation structure providing opportunities for vertebrates and invertebrates to live, eat and breed. No more than 80% of area comprises a single structural habitat component or vegetation type (i.e.scrub, grassland, herbs).		Fail
B	Supports different plant species that are beneficial for wildlife		Pass
C	Sch9 invasive species and other to the detriment of native wildlife cover less than 5% of total vegetated area.		Pass
	- Complete absence of Sch9 invasive species.		Pass
D1	**Open mosaic habitat on previously developed land only:** Forms a mosaic of at least four early successional communities (annuals; mosses/liverworts; lichens; ruderals; inundation species; open grassland; flower-rich grassland; heathland) PLUS bare substrate		
D2	**Open mosaic habitat on previously developed land only:** Contains pools of water such as permanent and ephemeral waterbodies		
E1	**Bioswale and SUDS only:** Plant species are mostly native. If non-native species are present these are not detrimental to the habitat/native wildlife.		Pass
E2	**Bioswale and SUDS only:** Vegetation comprised of plant species suited to wetland or riparian situations.		Pass
F	**Intensive green roofs:** Minimum of 50% native and non-native wildflowers, 70% of roof is soil and vegetation (including water features)		
G	**Biodiverse green roofs:** Varied depth of 80-150mm with at least 50% at 150mm, seeded/pre-prepared with wildflowers and sedums.		
	- Some additional habitat such as sand piles, logs etc are present		
Condition			**Moderate**

ecology • landscape planning • arboriculture

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SCHEDULE 5

CONTRIBUTIONS PAYABLE TO THE DISTRICT COUNCIL

1. **DEFINITIONS**

1.1 In this Schedule 5, the following additional definitions shall apply (for the avoidance of doubt any defined term which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):-

"BCIS All-In TPI Index"	means the All In Tender Price Index produced quarterly by the Building Cost Information Service Ltd
"Bin Collection Contribution"	means the sum of £111 per Dwelling Index Linked (calculated from Q2 of 2017) to be paid by the Owner to the District Council towards the provision of collection vehicles servicing the Development and the provision of recycling banks serving the Development
"ICB"	means the Buckinghamshire, Oxfordshire and Berkshire West Integrated Care Board
"ICB Contribution"	means the sum of five hundred and twenty pounds and twenty - two pence (£520.22) Index Linked (calculated from Q1 of 2024) per Dwelling to be paid by the Owner to the District Council and to be applied towards the internal reconfiguration of Yarnton Medical Centre to create more capacity for the benefit of residents at the Development
"Index Linked"	means, for the purposes of this Schedule 5, adjusted according to any increase occurring between the date of this Deed (unless an alternative date specified in this Deed) and the Due Date of the relevant payment in the BCIS All-In TPI Index made available through the Royal Institution of Chartered Surveyors
"Indoor Sports Contribution"	means the sum of eight hundred and thirty-four pounds and ninety-five pence (£834.95) per Dwelling Index Linked (calculated from Q2 of 2017) to be paid by the Owner to the District Council and to be applied towards capacity improvements at Kidlington and Gosford Leisure Centre in relation to the sports hall and swimming pool provisions
"Neighbourhood Policing Contribution"	means the sum of one hundred and sixty pounds and thirty-nine pence (£160.39) per Dwelling Index Linked (calculated from Q4 of 2021) to be paid by the Owner to the District Council and to be applied towards the provision of neighbourhood policing as follows: (£4,962 towards staff set up costs, £12,042 towards vehicles/cycles, £6,375 towards mobile IT and £57,730 towards premises)
"Outdoor Sports Contribution"	means the sum of two thousand and seventeen pounds and thirty-three pence (£2,017.03) per Dwelling Index Linked (calculated from Q2 – 2017 – BCIS) to be paid by the Owner to the District Council and to be applied towards the towards the construction of an artificial floodlit football pitch and a further youth football pitch at the PR7a allocated site, and at Rutten Lane Park (including rebuilding football pitches and a larger changing pavilion) and the improvement of football pitches at Little Marsh Playing Fields

2. The Owner covenants with the District Council as follows:-

2.1 **ICB CONTRIBUTION**

Not to Occupy any Dwellings within a Reserved Matters Area until the ICB Contribution for the Dwellings within that Reserved Matters Area has been paid to the District Council.

2.2 **INDOOR SPORTS CONTRIBUTION**

Not to Occupy any Dwellings within a Reserved Matters Area until the Indoor Sports Contribution for the Dwellings within that Reserved Matters Area has been paid to the District Council.

2.3 **OUTDOOR SPORTS CONTRIBUTION**

Not to Occupy any Dwellings within a Reserved Matters Area until the Outdoor Sports Contribution for the Dwellings within that Reserved Matters Area has been paid to the District Council.

2.4 **NEIGHBOURHOOD POLICING CONTRIBUTION**

Not to Occupy any Dwellings within a Reserved Matters Area until the Neighbourhood Policing Contribution for the Dwellings within that Reserved Matters Area has been paid to the District Council.

2.5 **WASTE AND RECYCLING**

Not to cause or permit first Occupation of the Dwellings in each reserved Matters Area until the Bin Collection Contribution for that Reserved Matters Area has been paid to the District Council.

SCHEDULE 6

COUNTY COUNCIL CONTRIBUTIONS

1. **DEFINITIONS**

1.1 In this Schedule 6 the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):-

Expression	**Meaning**
"**A44 Highway Works (Bladon to Begbroke Hill) Contribution**"	means the sum of two million one hundred and sixteen thousand six hundred and sixty pounds (£2,116,660) Index Linked towards:- (a) bus priority measures on, and connecting with the A44 and mobility hub and (b) segregated pedestrian and cycle facilities on the A44 between Bladon Roundabout and Begbroke Hill junction.
"**BCIS All In Tender Price Index**"	**or** "**BCIS**" means the All In Tender Price Index produced quarterly by the Building Cost Information Service Ltd
"**Bedroom**"	means a room in a Dwelling designed as a bedroom or study/ bedroom and (a) 1 Bed Dwelling means a Dwelling with 1 Bedroom (b) 2 Bed Dwelling means a Dwelling with 2 Bedrooms (c) 3 Bed Dwelling means a Dwelling with 3 Bedrooms (d) 4 Bed Dwelling means a Dwelling with 4 Bedrooms

"Index Linked" means in relation to the County Council contributions identified in this Schedule adjusted in accordance with any increase in the relevant Index as set out below occurring between the relevant base date or index value as appropriate and the date on which the relevant payment of the County Council contribution is made

County Council contribution	Indexation Type	Base Date
Mobility Hub Contribution	BCIS (Baxter)	June 2022
A44 Highway Works (Bladon to Begbroke Hill) Contribution	BCIS (Baxter)	June 2022
Public Transport Services Contribution	RPIX	December 2021
Public Transport Infrastructure Contribution	BCIS (Baxter)	March 2022
Traffic Regulation Order Contribution	RPIX	March 2022
Travel Plan Monitoring Contribution	RPIX	December 2021
Public Rights of Way Contribution	BCIS (Baxter)	March 2022
Primary Education Contribution	BCIS	TPI 327

Secondary Education Contribution	BCIS	TPI 327
Secondary Education Land Contribution	RPIX	November 2020
SEND Contribution	BCIS	TPI 327
Strategic Waste Management Contribution	BCIS	TPI 327
Library Contribution	BCIS	TPI 349
Library Book Stock Contribution	RPIX	December 2022

- **BCIS (Baxter):** relevant County Council contribution to be adjusted according to any increase occurring between the relevant base date and the date when the relevant payment is made to the County Council in a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) 1990 Series as made available through the Building Cost Information Services (BCIS) of the Royal Institution of Chartered Surveyors weighted in the proportions below set out against each such index namely:-

Index 1 Labour & Supervision	25%
Index 2 Plant & Road Vehicles	25%
Index 3 Aggregates	30%
Index 9 Coated Macadam & Bituminous Products	20%;

- **RPIX:** relevant County Council contribution to be adjusted according to any increase occurring between the relevant base date and the date when the relevant payment is made to the County Council in the all Items Retail Prices Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics; and

- **BCIS:** relevant County Council contribution adjusted according to any increase occurring between the relevant index value and the index value for the quarter period in which the contribution is paid in the BCIS All in-Tender Price Index published by the Royal Institution of Chartered Surveyors;

or, if at any time for any reason it becomes impracticable to use either the BCIS (Baxter), RPIX or BCIS (as applicable) any such alternative index as may be agreed between the Owner and the County Council

"Library Book Stock Contribution" means the sum of eighteen thousand six hundred and forty six pounds (£18,646) Index Linked towards library book stock at Kidlington library

"Library Contribution" means the sum of forty thousand two hundred and twenty-one pounds (£40,221) Index Linked towards increasing library capacity at Kidlington library

"Matrix Sum"	means the sum calculated in accordance with the following formula:- £(A x W) + (B x X) + (C x Y) + (D x Z) When A means the number of 1 Bedroom Dwellings B means the number of 2 Bedroom Dwellings C means the number of 3 Bedroom Dwellings D means the number of 4 Bedroom Dwellings W, X, Y and Z are as set out in the Matrix Table
"Matrix Table"	means the table contained in Part 2 to this Schedule
"Mobility Hub Contribution"	means the sum of one million five hundred and sixty six thousand three hundred and eighty four pounds (£1,566,384) Index Linked towards the delivery of a mobility hub at London Oxford Airport and payable in two instalments as follows:- • Mobility Hub Instalment 1 being 20% of the Mobility Hub Contribution; and • Mobility Hub Instalment 2 being the remaining 80% of the Mobility Hub Contribution
"Primary Education Contribution"	means the sum of three million six hundred and sixty two thousand pounds (£3,662,000) Index Linked towards primary education capacity serving the Site and payable in three instalments as follows:- • Primary Education Instalment 1 being 10% of the Primary Education Contribution; • Primary Education Instalment 2 being 45% of the Primary Education Contribution; and • Primary Education Instalment 3 being 45% of the Primary Education Contribution
"PR8 Allocation"	means the land allocated under The Cherwell Local Plan 2011-2031 (Part 1) Partial Review - Oxford's Unmet Housing Need pursuant to Policy PR8 at Begbroke
"Public Rights of Way Contribution"	means the sum of two hundred and fifty thousand pounds (£250,000) Index Linked towards improvements to the existing public rights of way within an area of up to 3km from the Site shown numbered on the Public Rights of Way Plan to enable improved access for future residents and to improve the surfaces and upgrade gates, bridges and seating along the relevant routes
"Public Rights of Way Plan"	means the 'S106 Agreement: PRoW Contribution Plan' prepared by SLR and appended to this Schedule at Appendix 6A

"Public Transport Infrastructure Contribution"	means the sum of twenty eight thousand and sixty eight pounds (£28,068) Index Linked towards three Real Time Information displays at bus stops serving the Development
"Public Transport Services Contribution"	means the sum of five hundred and twenty nine thousand one hundred and twenty three pounds (£529,123) Index Linked towards new and enhanced public transport services to the Site and payable in payable in three instalments as follows:- • Public Transport Services Instalment 1 being one third of the Public Transport Services Contribution; • Public Transport Services Instalment 2 being one third of the Public Transport Services Contribution; and • Public Transport Services Instalment 3 being one third of the Public Transport Services Contribution
"Return"	means a written return made by the Owner to the County Council specifying:- (a) the total number of Dwellings occupied during the Return Period and separately the total number of 1 Bed Dwellings, 2 Bed Dwellings, 3 Bed Dwellings and 4 Bed Dwellings so occupied and (b) the aggregate number of Dwellings which have been occupied at the end of the Return Period and separately a breakdown of the aggregate number of 1 Bed Dwellings, 2 Bed Dwellings, 3 Bed Dwellings and 4 Bed Dwellings
"Return Dates"	means the quarter days being the first day of January, first day of April, first day of July and first day of October in each year occurring after the Occupation of the first Dwelling until Returns have been made pursuant to paragraph 4.1 of this Schedule reporting the Occupation of all the Dwellings delivered pursuant to the Planning Permission
"Return Period"	means the period of three months ending on the day before a Return Date but so that the first Return Period will be the period commencing on the Occupation of the first Dwelling and ending on the day before the following Return Day and the final Return Period will be the Return Period ending on the day before the Return Day next following the occupation of the final Dwelling delivered pursuant to the Planning Permission
"RPIX"	means the Retail Price Index All Items Excluding Mortgage Interest

"Secondary Education Contribution"	means the sum of three million seven hundred and thirty eight thousand two hundred and ten pounds (£3,738,210) towards secondary education capacity serving the Development Index Linked and payable in two instalments as follows:- • Secondary Education Instalment 1 being 50% of the Secondary Education Contribution; and • Secondary Education Instalment 2 being 50% of the Secondary Education Contribution
"Secondary Education Land Contribution"	means the sum of three hundred and thirty two thousand eight hundred and ninety pounds (£332,890) Index Linked towards the purchase of land (and which is expected to be land forming part of the PR8 Allocation) for secondary education capacity serving the Development
"SEND Contribution"	means the sum of three hundred and sixty seven thousand nine hundred and thirty eight pounds (£367,938) Index Linked towards special school educational needs capacity in either Oxford, Witney or Bicester (as considered most appropriate by the County Council at the time the SEND Contribution is paid) serving the Development
"Spare Capacity Allowance"	means the sum of Eight hundred and fifty four thousand four hundred and forty eight pounds (£854,448) representing a deduction for an allowance for existing spare capacity
"Strategic Waste Management Contribution"	means the sum of fifty thousand seven hundred and thirty-eight pounds (£50,738) Index Linked towards the expansion and efficiency of the Redbridge household waste recycling centre or towards the provision of a new household waste recycling centre serving the Development (if such a suitable site has been identified by the County Council)
"Supplemental Payments (SEND")	means the sum calculated as follows:- £((M – P) Index Linked) where:- • M is the Matrix Sum applying the total number and type of Dwellings to the SEND line of the Matrix Table that have been occupied at the relevant Supplemental Payment Return Date (SEND); and • P is the SEND Contribution (disregarding adjustments for index linking) made further to paragraph 2.9.4 of this Schedule which has already been paid to the County Council at the relevant Supplemental Payment Return Date (SEND)
"Supplemental Payment Return Date (SEND")	means a Return Date where, by applying the information comprised in the Return for the Return Period ending on the day before the Return Date, the Matrix Sum relating to the SEND Contribution exceeds three hundred and sixty seven thousand nine hundred and thirty eight pounds (£367,938)

"Supplemental Payments (Secondary Education")	means the sum calculated as follows:- £((M – P – Q) Index Linked) where:- • M is the Matrix Sum applying the total number and type of Dwellings to the Secondary line of the Matrix Table that have been occupied at the relevant Supplemental Payment Return Date (Secondary Education); • P is the aggregate of the Secondary Education Instalments (disregarding adjustments for index linking) made further to paragraphs 2.7.2 and 2.11 of this Schedule which have been paid to the County Council at the relevant Supplemental Payment Return Date (Secondary Education); and • Q is the Spare Capacity Allowance
"Supplemental Payment Return Date (Secondary Education")	means a Return Date where, by applying the information comprised in the Return for the Return Period ending on the day before the Return Date, the Matrix Sum relating to the Secondary Education Contribution exceeds Four million five hundred and ninety two thousand six hundred and fifty eight pounds (£4,592,658) which for the avoidance of doubt is the total of the Secondary Education Contribution plus the Spare Capacity Allowance
"Travel Plan Monitoring Contribution"	means the sum of six thousand six hundred and eighty four pounds (£6,684) Index Linked towards the monitoring of the residential travel plan and of the care home travel plan for a period of five years from the Occupation of 270 of the Dwellings.
"Traffic Regulation Order Contribution"	means the sum of six thousand six hundred and forty pounds (£6,640) (2 x £3,320) Index Linked towards:- • 1 x TRO to consult on and implement a speed reduction along the A44 from and including the A44 Site access to the Cassington Road roundabout to cover the area where the Principal Off-site Highway Works listed in paragraphs 1.1, 1.2 and 1.3 of Part 3 of Schedule 7 will be carried out; and • 1 x TRO to consult on and implement a Controlled Parking Zone, or alternative parking restrictions, within the Site

PART 1 COVENANTS

2. **COVENANTS**

The Owner covenants with the County Council as follows:-

2.1 to pay Primary Education Instalment 1 to the County Council prior to Commencement of Development; and

2.2 not to cause or permit the Commencement of Development until it has paid Primary Education Instalment 1;

2.3 prior to first Occupation of any Dwelling to pay to the County Council:-

2.3.1 the Travel Plan Monitoring Contribution;

2.3.2 the Traffic Regulation Order Contribution;

2.3.3 the Public Transport Infrastructure Contribution; and

2.3.4 Public Transport Services Instalment 1; and

2.4 not to cause or permit the first Occupation of any Dwelling until it has paid the Travel Plan Monitoring Contribution, the Traffic Regulation Order Contribution, the Public Transport Infrastructure Contribution, and Public Transport Services Instalment 1 to the County Council;

2.5 prior to the first Occupation of the 50th Dwelling to pay to the County Council:-

2.5.1 Mobility Hub Instalment 1; and

2.5.2 Primary Education Instalment 2; and

2.6 not to cause or permit Occupation of more than 49 Dwellings until it has paid Mobility Hub Instalment 1 and Primary Education Instalment 2 to the County Council;

2.7 prior to the first Occupation of the 100th Dwelling to pay to the County Council:-

2.7.1 the Public Rights of Way Contribution;

2.7.2 Secondary Education Instalment 1;

2.7.3 Primary Education Instalment 3; and

2.7.4 the Secondary Education Land Contribution; and

2.8 not to cause or permit Occupation of more than 99 Dwellings until it has paid the Public Rights of Way Contribution, Secondary Education Instalment 1, Primary Education Instalment 3, and the Secondary Education Land Contribution to the County Council;

2.9 prior to first Occupation of the 150th Dwelling to pay to the County Council:-

2.9.1 the Library Contribution;

2.9.2 the Library Book Stock Contribution;

2.9.3 the Strategic Waste Management Contribution; and

2.9.4 the SEND Contribution; and

2.10 not to cause or permit Occupation of more than 149 Dwellings until it has paid the Library Contribution, the Library Book Stock Contribution, the Strategic Waste Management Contribution and the SEND Contribution to the County Council;

2.11 to pay Secondary Education Instalment 2 to the County Council prior to first Occupation of the 200th Dwelling; and

2.12 not to cause or permit Occupation of more than 199 Dwellings until it has paid Secondary Education Instalment 2 to the County Council;

2.13 to pay Mobility Hub Instalment 2 to the County Council prior to first Occupation of the 270th Dwelling; and

2.14 not to cause or permit Occupation of more than 269 Dwellings until it has paid Mobility Hub Instalment 2 to the County Council;

2.15 to pay the A44 Highway Works (Bladon to Begbroke Hill) Contribution to the County Council prior to first Occupation of the 320th Dwelling; and

2.16 not to cause or permit Occupation of more than 319 Dwellings until it has paid the A44 Highway Works (Bladon to Begbroke Hill) Contribution to the County Council;

2.17 to pay Public Transport Services Instalment 2 to the County Council prior to the date which is 12 months after first Occupation of any of the Dwellings; and

2.18 not to cause or permit or any further Occupations following the date which is 12 months after the first Dwelling unless and until it has paid Public Transport Services Instalment 2 to the County Council;

2.19 to pay Public Transport Services Instalment 3 to the County Council prior to the date which is 24 months after first Occupation of any of the Dwellings; and

2.20 not to cause or permit any further Occupations following the date which is 24 months after the date of the first Dwelling until it has paid Public Transport Services Instalment 3 to the County Council.

3. **PAYMENTS COVENANTS**

3.1 The Owner covenants to pay to the County Council within 28 days of any Supplemental Payment Return Date (SEND) a Supplemental Payment (SEND) calculated by applying the information comprised in the Return for the Return Period ending on the day before that Return Date

3.2 The Owner covenants to pay to the County Council within 28 days of any Supplemental Payment Return Date (Secondary Education) a Supplemental Payment (Secondary Education) calculated by applying the information comprised in the Return for the Return Period ending on the day before that Return Date

4. **COVENANTS (NOTIFICATION AND PROVISION OF INFORMATION)**

4.1 The Owner covenants with the County Council that within 21 days of each Return Date it will make a Return to the County Council.

4.2 In the event that the County Council acting reasonably considers that the Owner may have failed to give notification of an event taking place in accordance with paragraphs 2.7.2,2.9.4 or 2.11 or if the Owner fails to make a Return within 21 days of any Return Date or makes a Return which appears to be incomplete:-

4.2.1 in relation to a failure to notify the County Council of any occupation event specified in paragraphs 2.7.2, 2.9.4 or 2.11 of this Schedule the County Council may investigate whether the event has taken place and/or as applicable the number and type/size of Dwelling occupied for the purpose of ascertaining whether or not any of the obligations or restrictions in this Deed has become operative and the owner will pay to the County Council the sum of £450 in respect of the costs of each such investigation; and

4.2.2 the due date for any payment that was due at or before a relevant occupation event as specified in paragraphs 2.7.2, 2.9.4 or 2.11 but that was not paid in accordance with those paragraphs will be such new date as the County Council reasonably selects and informs the Owner in writing; and/or

4.2.3 if the County Council reasonably considers that a Return Date is a Supplemental Payment Return Date (SEND) the relevant Supplemental Payment (SEND) shall be calculated by the County Council in accordance with its findings following the County Council's investigations carried out pursuant to paragraph 4.2.1 of this Schedule and the due date for payment of such relevant Supplemental Payment (SEND) shall be the Supplemental Payment Return Date (SEND); and/or

4.2.4 if the County Council reasonably considers that a Return Date is a Supplemental Payment Return Date (Secondary Education) the relevant Supplemental Payment (Secondary Education) shall be calculated by the County Council in accordance with its findings following the County Council's investigations carried out pursuant to paragraph 4.2.1 of this Schedule and the due date for payment of the relevant Supplemental Payment (Secondary Education) shall be the Supplemental Payment Return Date (Secondary Education); and

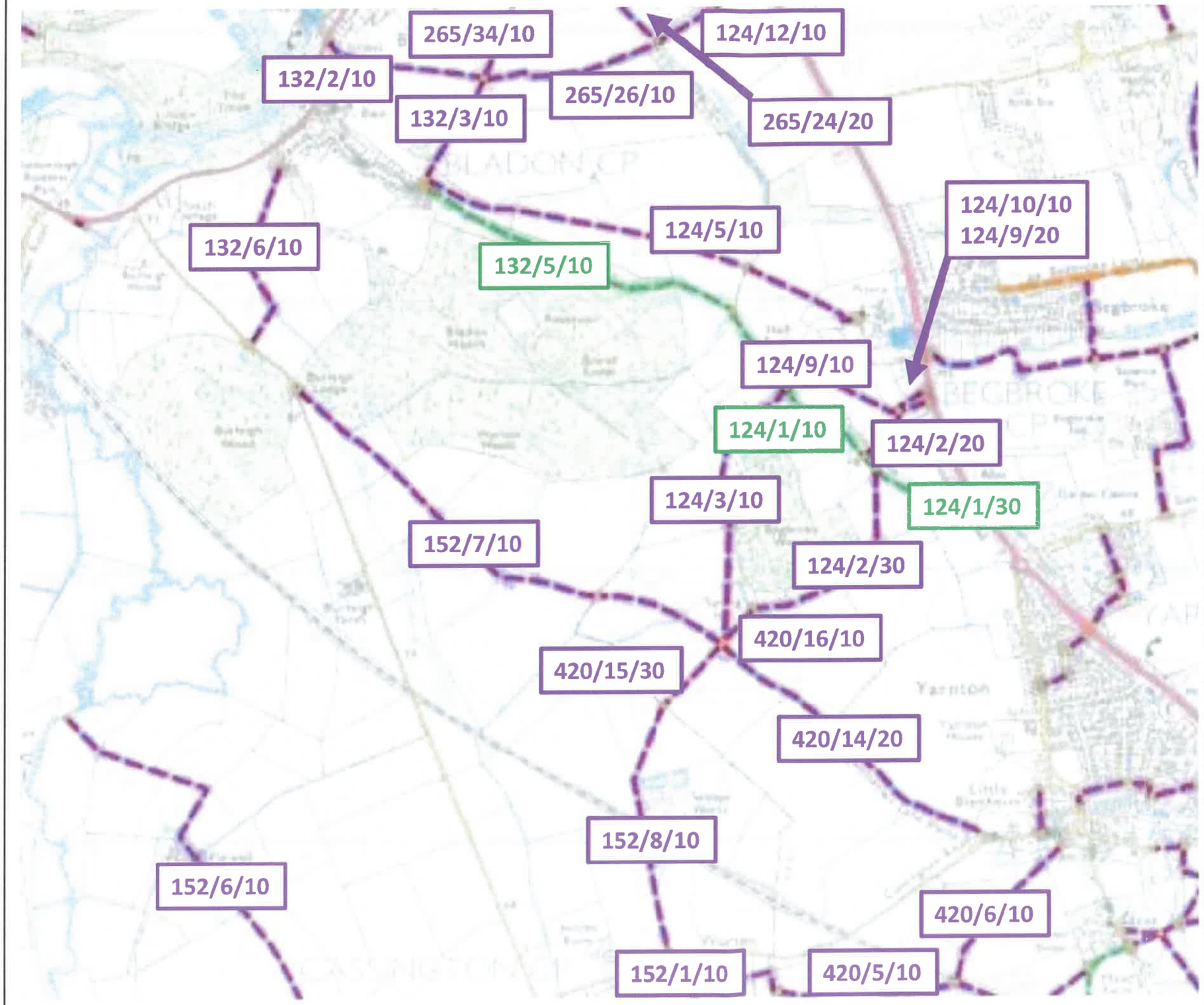
4.2.5 the provisions of this paragraph 4.2 shall be without prejudice to any other right or remedy of the County Council

PART 2 MATRIX TABLE

	1 Bed	2 Bed	3 Bed	4 + Bed
Secondary	£0.00	£7,543.83	£10,405.24	£11,481.65
SEND	£0.00	£619.57	£834.53	£897.75
TOTALS	**W= £**	**X=£**	**Y=£**	**Z=£**

APPENDIX 6A

PUBLIC RIGHT OF WAY PLAN



Client

Merton College

Project

PR9

Title

S106 Agreement:
PRoW Contribution Plan

C.D.M.R.

Drawn	Approved
KD	JB

Date

06/02/2024

SLR

SCHEDULE 7

HIGHWAYS WORKS

1. **DEFINITIONS**

1.1 In this Schedule 7 the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):

Expression	Meaning
"1980 Act"	means the Highways Act 1980 (as amended)
"Amenity and Accommodation Works"	means the off-site highway works set out in Part 5 of this Schedule associated with the Principal Off-Site Highways Works
"Estate Roads"	means the new roads to be provided pursuant to the Development within the Site
"Estate Roads (RMA")	means the Estate Roads approved within a particular Reserved Matters Area
"Off-Site Highways Works"	means the Principal Offsite Highway Works, the Preparatory and Ancillary Off-Site Highways Works and the Amenity and Accommodation Works
"TRO (Parking")	means a Traffic Regulation Order for designated parking places (as referred to in the Road Traffic Regulation Act 1984) at the Site which will be primarily operated by virtue of parking permits) if following all due consultation the County Council resolves to make such order
"TRO (Speed Restriction")	means a Traffic Regulation Order for a speed reduction along the A44 from and including the A44 Site access to the Cassington Road roundabout to cover the area where the Principal Off-site Highway Works listed in paragraphs 1.1, 1.2 and 1.3 of Part 3 of this Schedule will be carried out if following all due consultation th e County Council resolves to make such order
"Preparatory and Ancillary Off-Site Highways Works"	means the highway works listed in Part 4 of this Schedule
"Principal Off-Site Highways Works"	means the highway works listed in Part 3 of this Schedule shown indicatively on the plans contained in the Highways Appendix
"Section 278 Agreement"	means an agreement or agreements under Section 278 (and if appropriate Section 38) of the 1980 Act in accordance with or substantially in accordance with the County Council's standard form of agreement further to Section 278 (and if appropriate Section 38) Highways Act 1980 which provide(s) for the execution of the Off-Site Highways Works by the Owner at the Owner's expense

"**Section 38 Agreement**"	means an agreement entered into by the freehold owner of the land on which the relevant Estate Roads lie for the construction of the Estate Roads by the Owner at the Owner's expense and their adoption by the County Council in accordance with or substantially in accordance with the County Council's standard form of agreement further to Section 38 Highways Act 1980 which provide(s) for the construction and adoption of new roads within the Development
"**Traffic Regulation Order**"	means an order pursuant to the Road Traffic Regulation Act 1984 made by the County Council
"**Highways Appendix**"	means the Appendix to this Schedule 7 comprising:- • Appendix 7A means Drawing No: 162751-B01 Rev G • Appendix 7B means Drawing No: 162751-B01 Rev G • Appendix 7C means Drawing No: 162751A/PD01 Rev B

PART 1

ON-SITE HIGHWAYS WORKS

SECTION 38 AGREEMENTS (ESTATE ROADS)

1. The Owner covenants with the County Council not to commence physical works in respect of an Estate Road (RMA) until:-

   1.1 there has been submitted to and approved by the County Council drawings and technical information for the works comprised in the relevant Estate Road (RMA) in accordance with the County Council's section 38 application form (as adjusted from time to time); and

   1.2 there has been agreed a commuted maintenance sum in respect of the works comprised in the relevant Estate Road (RMA).

2. The Owner covenants with the County Council:-

   2.1 to use reasonable endeavours to secure prior to commencement of any works in respect of the wearing course of any Estate Road (RMA) the completion of a Section 38 Agreement for the construction and adoption of that Estate Road (RMA) such agreement to incorporate the approved drawings and provisions for payment of the agreed commuted maintenance sum referred to at paragraph 1.2 of Part 1 of this Schedule and any additional provisions in accordance with paragraph 4 of Part 1 this Schedule below; and

   2.2 pending completion of the Section 38 Agreement the Owner shall procure that the relevant Estate Roads (RMA) shall be constructed in accordance with the approvals under paragraph 1.1 of Part 1 of this Schedule (as if the Section 38 Agreement had been completed).

3. The parties agree that each Section 38 Agreement for any Estate Roads (RMA) shall contain:-

   3.1 covenants by the Owner to the County Council that pending dedication and adoption of those Estate Roads by the County Council the Owner will secure the operation of a permit parking scheme on those Estate Roads; and

   3.2 covenants by the Owner to the County Council to carry out without expense to the County Council the installation of or as applicable adjustments to traffic signs and road markings to reflect provisions of the TRO (Parking) .

4. The Owner covenants with the County Council not to cause or permit the Occupation of any Dwelling within the Reserved Matters Area relating to the relevant Estate Roads (RMA) until:-

   4.1 arrangements have been put in place for the proposed occupiers of the Dwellings in that Reserved Matters Area to adhere to the permit parking arrangements referred to in paragraph 4.1 above; and

   4.2 the proposed occupiers have been notified that it is the intention of the County Council to promote a TRO (Parking).

5. Subject to compliance by the Owner with paragraph 2.3.2 of Schedule 6 the County Council agrees to use reasonable endeavours to promote and implement the TRO (Parking) having regard to inter alia the shared intention that the TRO (Parking) should come into force after the opening of the Estate Roads to public access.

PART 2

OFF-SITE HIGHWAYS WORKS

1. The Owner covenants with and undertakes to the County Council not to cause or permit the first Occupation of the Development until the Off-Site Highways Works have been carried out in accordance with this Schedule.

2. The Owner covenants with the County Council not to cause or permit the Commencement of the Off-Site Highways Works until:-

   2.1 there has been submitted to the County Council and approved by it in writing in principle drawings for the Off-Site Highways Works together with associated drawings and technical information as set out in the County Council's Section 278 application form as adjusted from time to time;

   2.2 there has been submitted to the County Council and approved by it in writing plans detailing the land (if any) to be dedicated following completion of the Off-Site Highways Works and there has been deduced to the satisfaction of the County Council title in respect of any such land to be dedicated pursuant to paragraph 2.4 of Part 2 of this Schedule 7;

   2.3 the anticipated duration of construction of the Off-Site Highways Works has been agreed with the County Council together with the longstop date for completion of the Off-Site Highways Works and commuted maintenance sum in respect of the cost of future maintenance, and as applicable replacement of the Off-Site Highways Works, has been agreed; and,

   2.4 a Section 278 Agreement incorporating in principle drawings and plans and other matters approved and agreed pursuant to paragraphs 2.1 to 2.3 of Part 2 of this Schedule 7 has been entered into by the Owner and to the extent there is any land required to be dedicated for the Off-Site Highways Works,

      2.4.1 that is subject to a mortgage, any mortgagee of any such land to be dedicated has released it fully and effectively from its charge in respect of the Off-Site Highways Works; and

      2.4.2 Any person with an interest in such land to be dedicated has joined in the dedication of the land.

3. Subject to compliance by the Owner with paragraph 2.3.2 of Schedule 6 (County Council Contributions) the County Council agrees to use reasonable endeavours to promote the TRO (Speed Restriction) having regard to inter alia the intention that the TRO (Speed Restriction) should come into force on or before the completion of the Off-Site Highways Works.

PART 3

PRINCIPAL OFF-SITE HIGHWAYS WORKS

1. The Principal Off-Site Highways Works means the provision and construction of the following works:-

1.1 signalised site access junction incorporating pedestrian and cycle crossing facilities onto the A44 at Begbroke Hill, as shown indicatively on Drawing No: 162751-B01 Rev G (at Appendix 7A);

1.2 site access junction onto Rutten Lane, incorporating relocated medical centre access junction, as shown indicatively on Drawing No: 162751-C01(at Appendix 7B); to include a relocated medical centre access junction;

1.3 segregated pedestrian and cycle infrastructure along the A44 between the site access junction with Begbroke Hill and the A44 / Cassington Road roundabout junction, including crossings over the A44 at agreed locations, safe and attractive pedestrian waiting areas at crossing locations, layout to be agreed between the County Council and the Owner;

1.4 a traffic calming / gateway feature on Rutten Lane, to the north of the Rutten Lane site access junction, as shown indicatively on Drawing No: 162751A/PD01 Rev B (at Appendix 7C);

1.5 a parallel crossing over the Rutten Lane arm of the A44 / Rutten Lane roundabout junction, as shown indicatively on Drawing No: 162751-B01 Rev G (at Appendix 7A):-

1.6 a southbound bus stop on Rutten Lane near to the site access junction as shown indicatively on Drawing No. 162751-C01 (at Appendix 7B) including:-

1.6.1 an RTPI compatible 3-bay shelter with seats and power for RTPI display and power suitable in-shelter lighting together with associated works; the associated works shall include ducting at the shelter to accommodate cabling for real time information display units and underground ducting and cabling to the junction where the subsurface ducts connect to the 'riser' ducts at the shelter;

1.6.2 a pole/flag/timetable case to OCC Premium Route specification, and

1.6.3 appropriate crossing facilities;

1.7 a pair of bus stops just north of the Begbroke Hill / northern site access junction on the A44, as shown indicatively on Drawing No.162751-B01 Rev G (at Appendix 7A) including:-

1.7.1 2 x RTPI compatible 3-bay shelters with power for RTPI displays and power for suitable in-shelter lighting;

1.7.2 a pole/flag/timetable case to OCC Premium Route specification, and

1.7.3 secure cycle parking stands;

1.8 speed restriction to 40mph on A44 from Spring Hill Road to Cassington Road including all required signage and road markings; and

1.9 signalised pedestrian and cycle crossing of Godstow Road near to the Wolvercote roundabout, details and location to be agreed with the County Council.

PART 4

PREPARATORY AND ANCILLARY OFF-SITE HIGHWAYS WORKS

1. The provision and construction of all such preparatory and ancillary works (or in the case of existing works or features necessarily affected by any part of the Principal Off-Site Highways Works such alteration thereof) required for the proper construction and functioning of the Principal Off-Site Highways Works including

1.1 works necessary to prepare the relevant site and provide proper support for the Principal Off-Site Highways Works including earthworks;

1.2 works necessary to ensure the satisfactory movement of surface water including to culverts and ditches;

1.3 works necessary for the permanent drainage of the Principal Off-site Highways Works including gullies channels grips drains and sewers;

1.4 works necessary for the permanent lighting of the Principal Off-site Highways Works and the illumination of traffic signs, including ducts, cables columns and lamps;

1.5 kerbs islands verges and reservations including the grading and seeding of grassed areas;

1.6 measures necessary to ensure visibility for drivers at any bend or junction;

1.7 traffic signs, road markings, bollards and safety barriers;

1.8 tapers joints and reinstatements necessary where the Principal Off-Site Highways Works abut the existing highway.

PART 5

AMENITY AND ACCOMMODATION WORKS

The provision and construction of all such amenity and accommodation works required for the protection of the local environment and private and public rights and property in consequence of the Principal Off-Site Highways Works including:-

1. any earth bunds and/or planting necessary to screen the Principal Off-Site Highways Works;

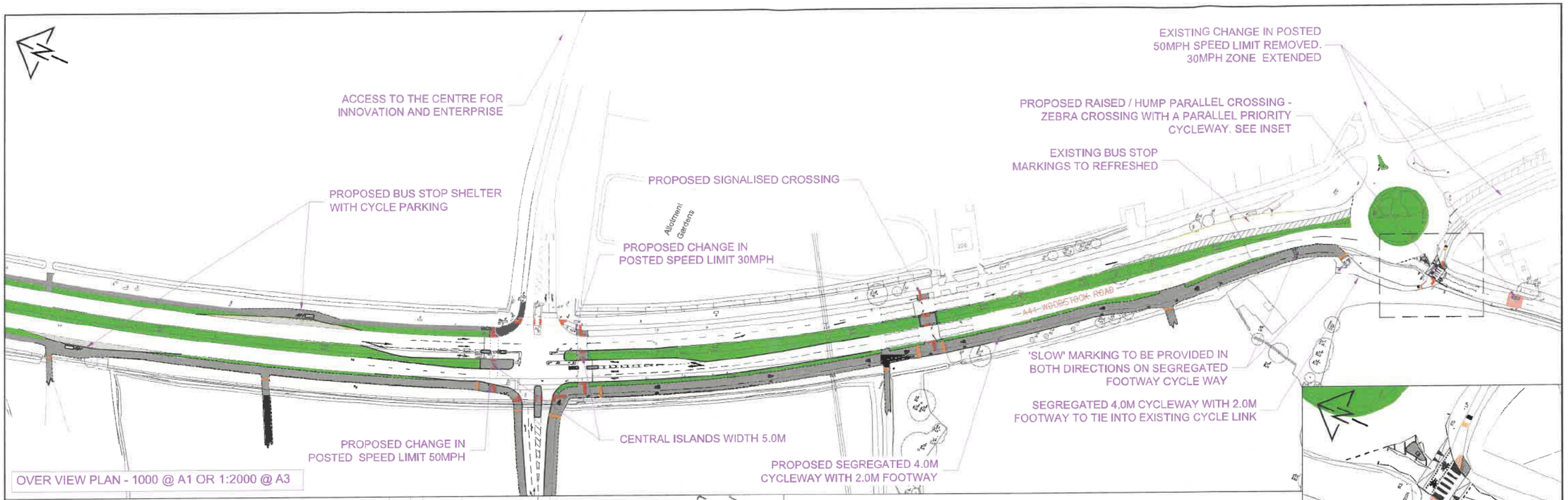
2. all fences gates hedges and other means of separation of the Principal Off-Site Highways Works from adjoining land;

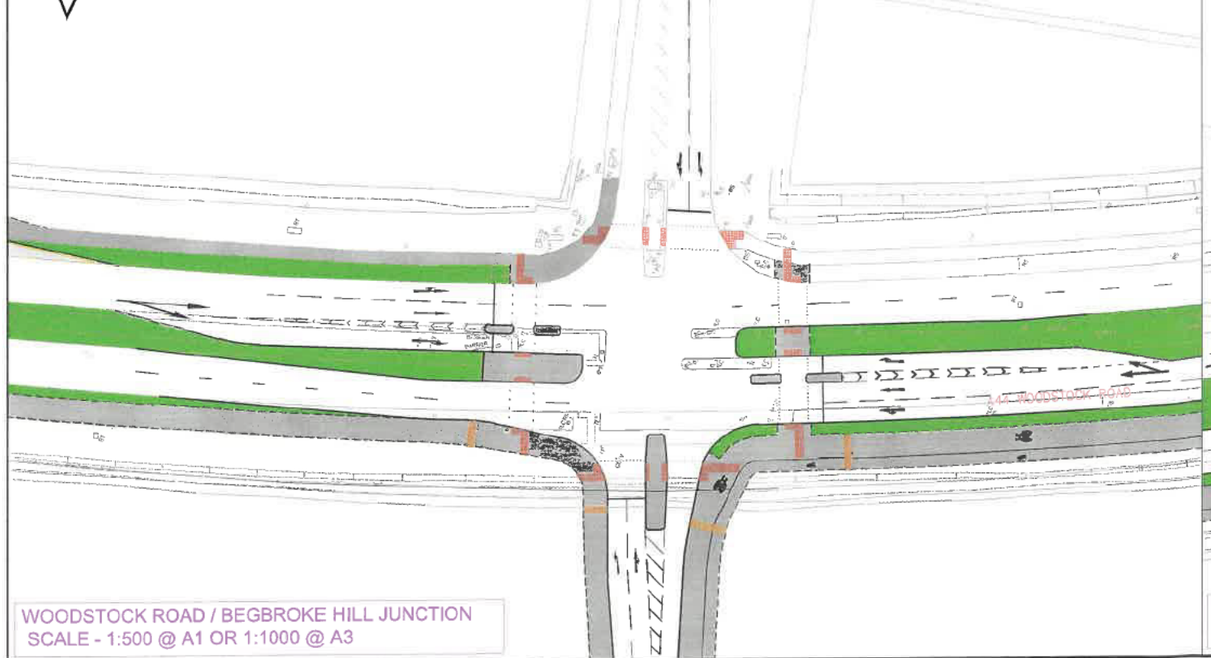
3. any necessary alteration of the highway to the extent that any private access or private or public right of way is affected by the Principal Off-Site Highways Works; and

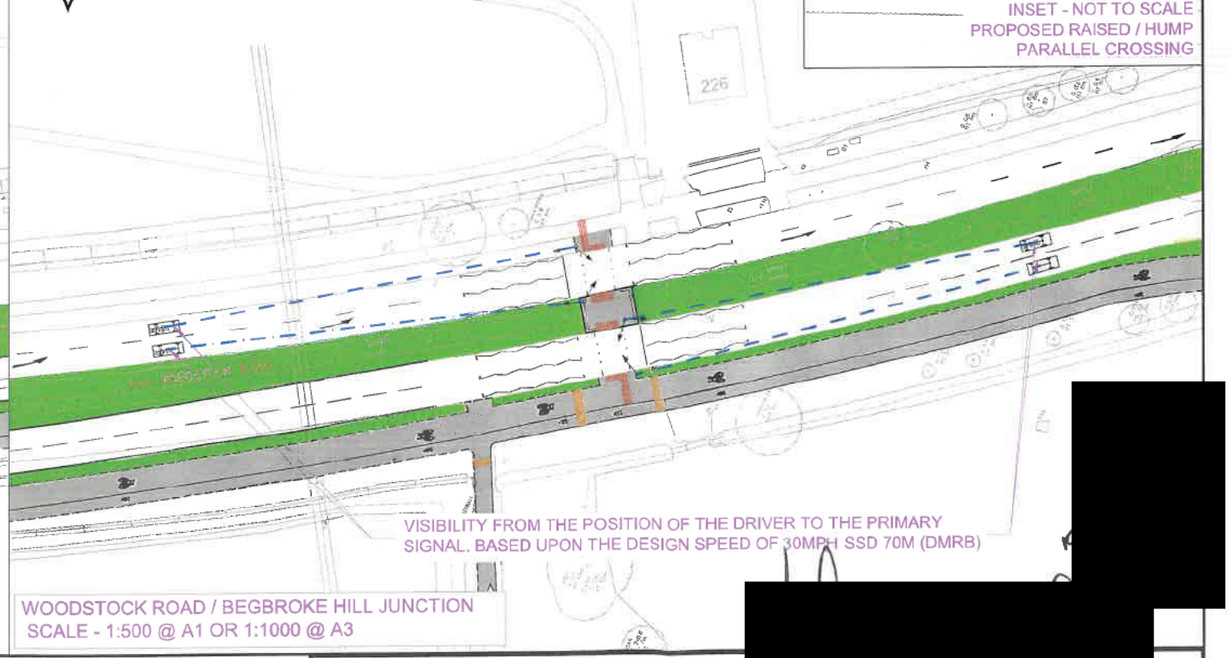
4. any works on the highway necessary to give support to the adjoining land including to embankments and retaining walls.

APPENDIX 7A

DRAWING NO: 162751-B01 REV G;







[redacted]

REV	DETAILS	DRAWN	CHECKED	DATE
F	PROPOSED PARALLEL CROSSING - ZEBRA CROSSING WITH A PARALLEL PRIORITY CYCLEWAY PROVIDED ON PUTTEN LANE	SCJ	JB	26/02/23
F	PROPOSED PARALLEL CROSSING UPDATED TO SHOW RAISED / HUMP CROSSING	SCJ	JB	05/07/23

STATUS:

DRAFT

FOR INFORMATION ONLY

PROJECT: Yarnton, Cherwell

CLIENT: Merton College

DRAWING TITLE: PROPOSED SITE ACCESS AND IMPROVEMENTS TO WOODSTOCK ROAD (A44)

SLR

DRAWN:	CHECKED:	DATE:	SCALES:	DRAWING NUMBER:	REVISION:
SCJ	JB	02/10/20	AS SHOWN	162751-B01	G

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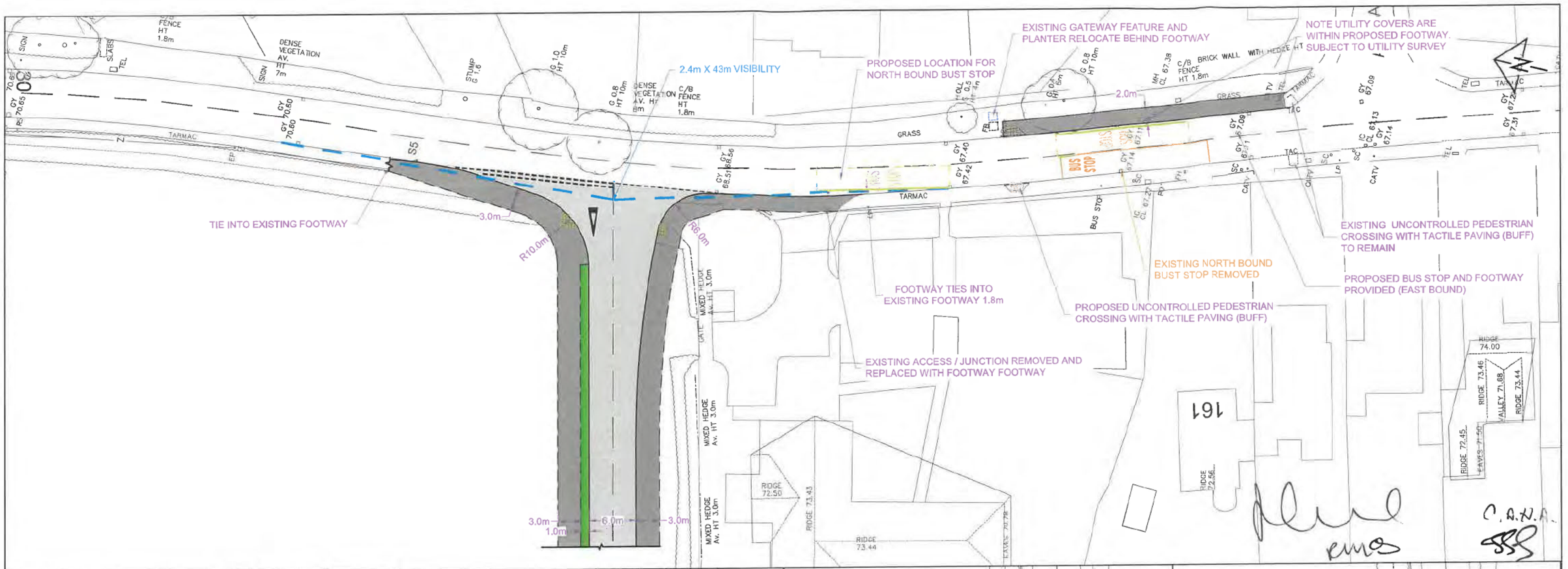
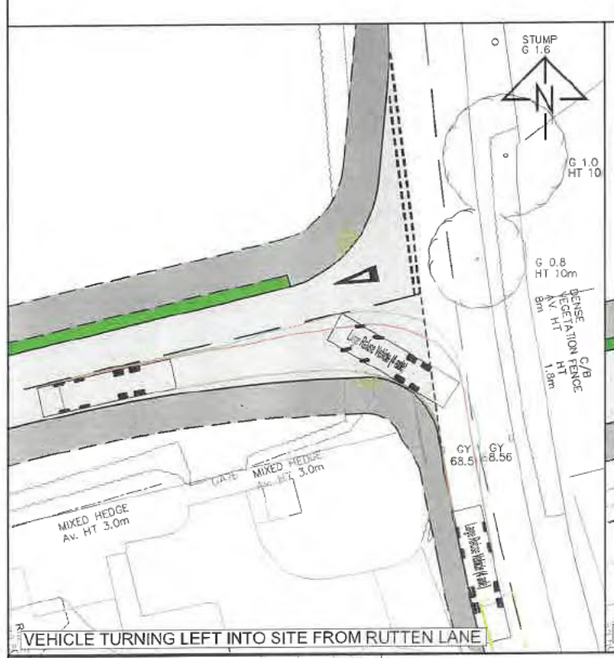
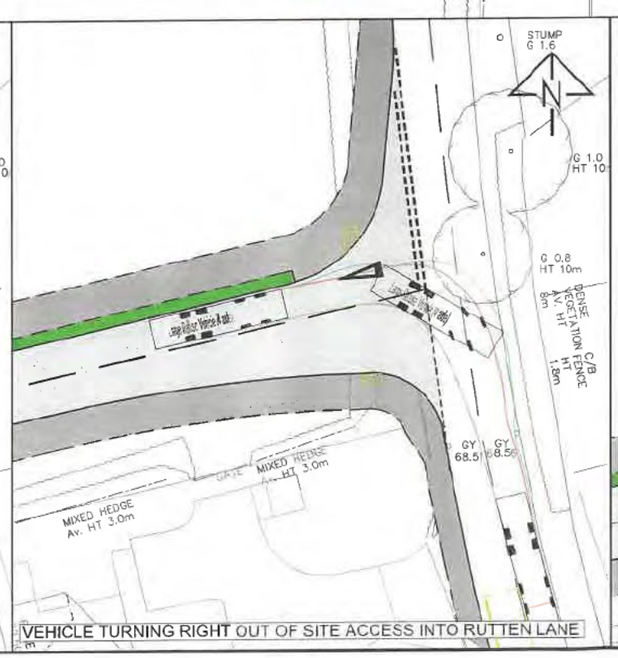
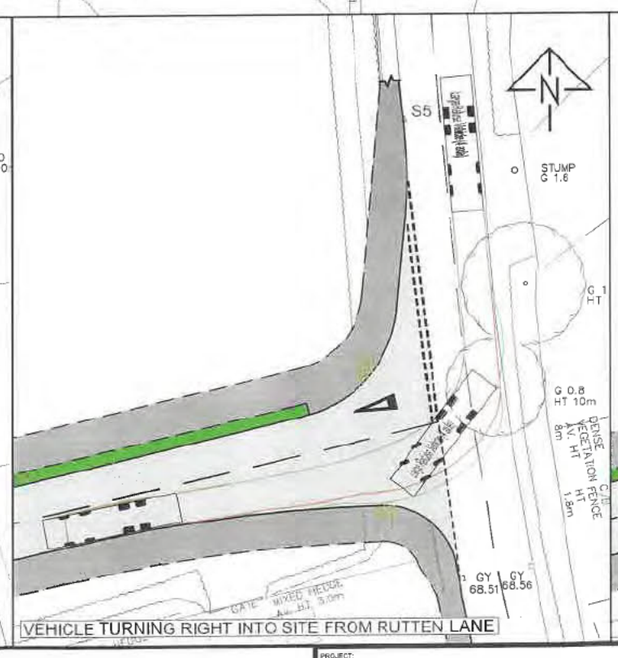
APPENDIX 7B

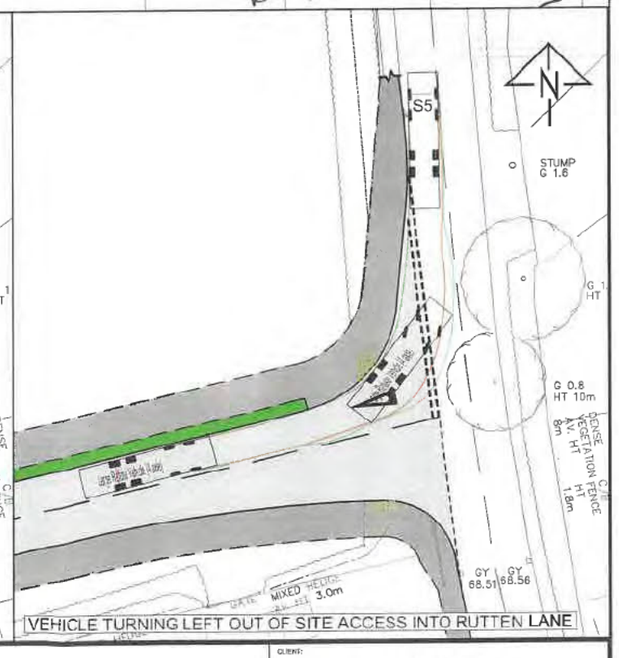
DRAWING NO: 162751-C01







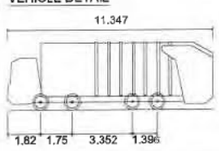




REV.	DETAILS	DRAWN	CHECKED	DATE

STATUS:

VEHICLE DETAIL



LARGE REFUSE VEHICLE (4 AXLE)	
OVERALL LENGTH	11.347m
OVERALL WIDTH	2.500m
OVERALL BODY HEIGHT	3.751m
MIN BODY GROUND CLEARANCE	0.304m
TRACK WIDTH	2.500m
LOCK TO LOCK TIME	6.00s
WALL TO WALL TURNING RADIUS	11.330m

PROJECT: Yarnton, Cherwell

CLIENT: Merton College

DRAWING TITLE:
PROPOSED SITE ACCESS AT RUTTEN LANE
GENERAL ARRANGEMENT AND SWEPT PATH ANALYSIS
(LARGE REFUSE VEHICLE)

DRAWN:	CHECKED:	DATE:	SCALES:
SCJ	JB	02/10/20	SCALE - 1:250 @ A1 OR 1:500 @ A3

vectos. | PART OF SLR
The Cursitor, 38 Chancery Lane, London, WC2A 1EN
020 7580 7373 vectos@vectos.co.uk

DRAWING NUMBER: 162751-C01

REVISION: -

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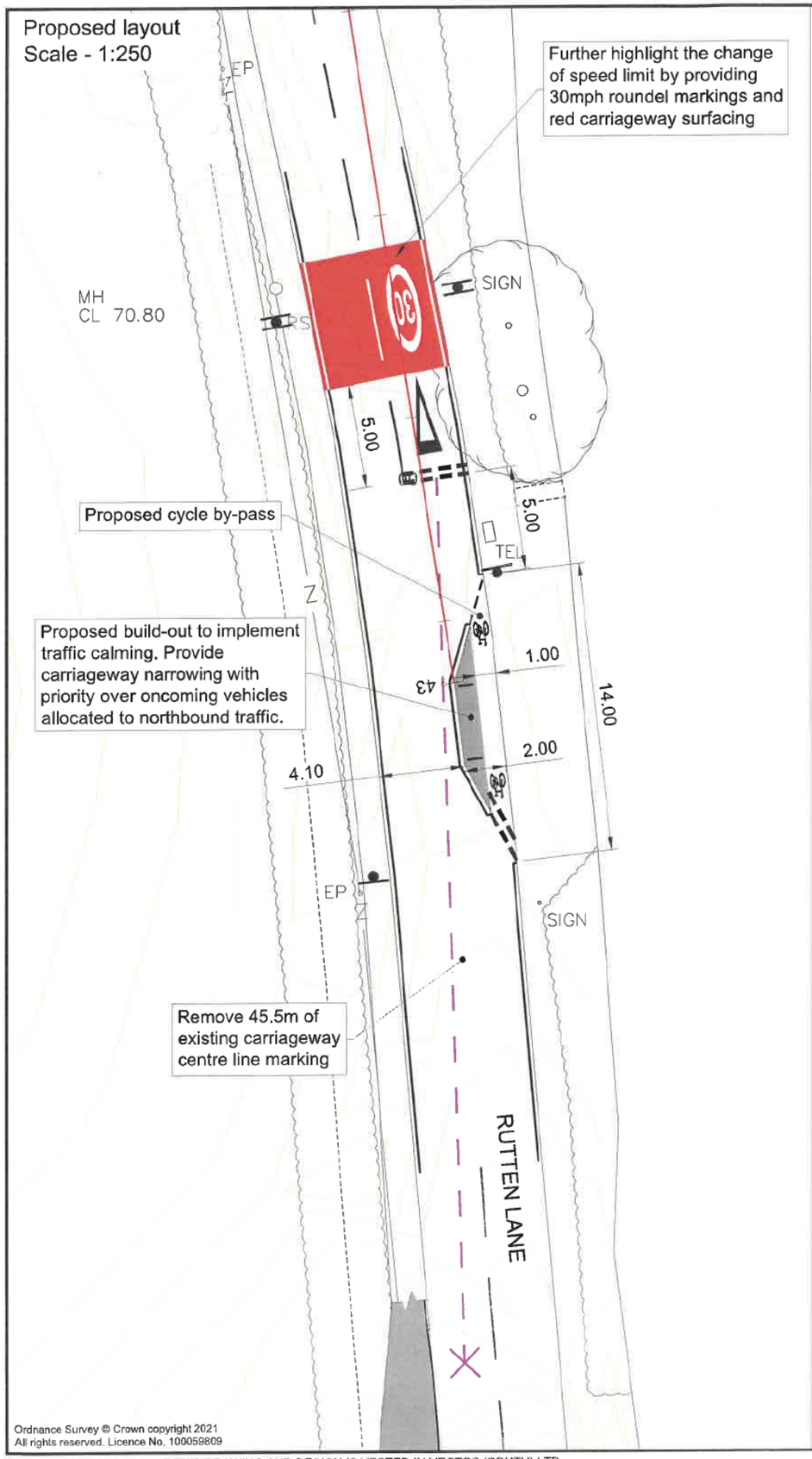
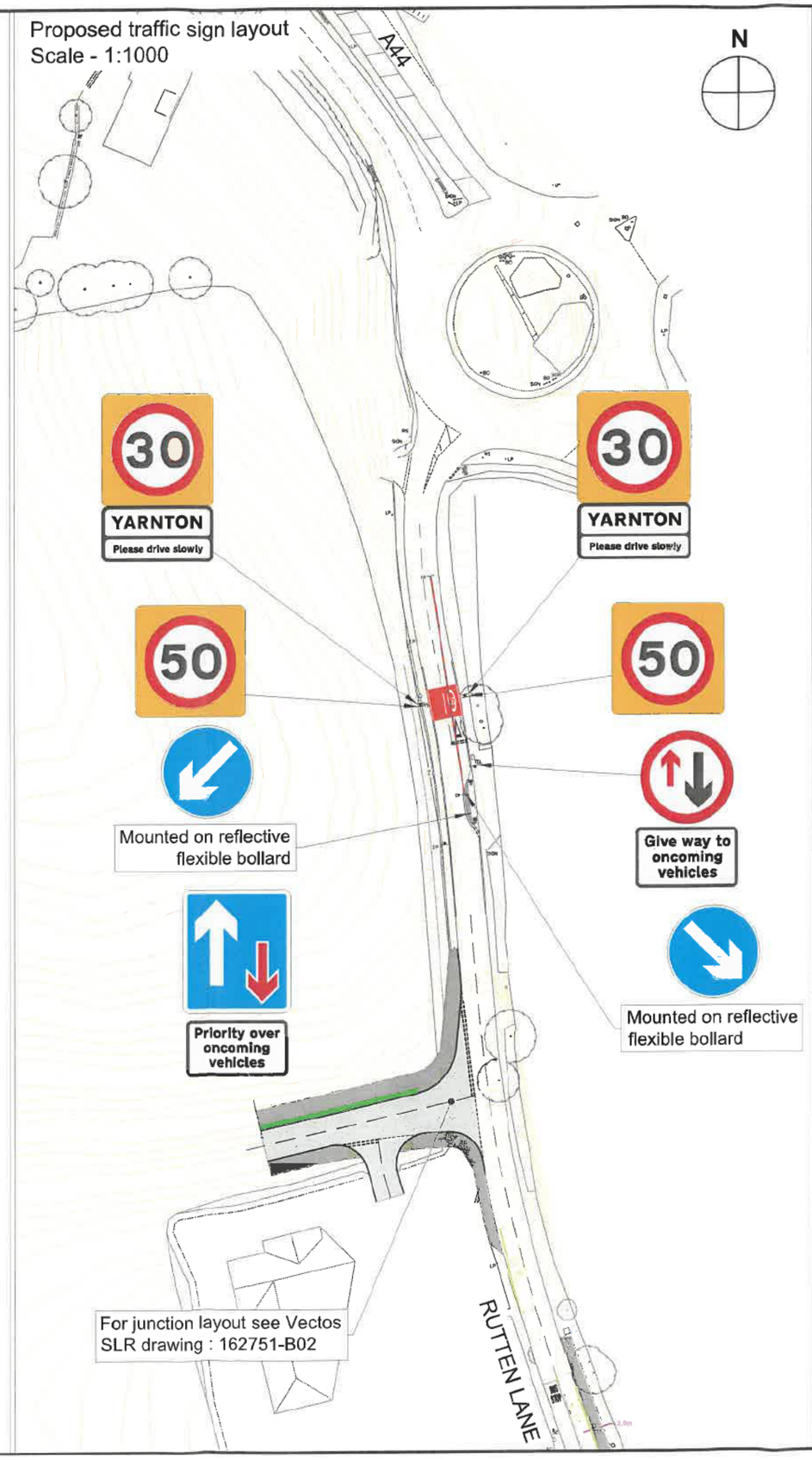
APPENDIX 7C

DRAWING NO: 162751A/PD01 REV B

Proposed layout
Scale - 1:250



Proposed traffic sign layout
Scale - 1:1000



Notes:
1. This is not a construction drawing and is intended for illustrative purposes only
2. White lining is indicative only.
3. Existing layout is based on topographical data.

Key

43m forward visibility splay

[redacted]

REV.	DETAILS	DRAWN	CHECKED	DATE
B	Additional design from B02 added	JRB	JB	26.07.2022
A	Cycle by-pass added	JRB	JB	30.05.2022

STATUS: INFORMATION ONLY

CLIENT: Merton College

PROJECT: Yarnton, Cherwell

DRAWING TITLE: Proposed traffic calming measure on Rutten Lane

SCALES: 1:250 & 1:1000 at A3

DRAWN: JB | CHECKED: RB | DATE: 18.05.2022

vectos. | PART OF SLR
Network Building, 97 Tottenham Court Road, London W1T 4TP
t: 020 7580 7373 e: vectos@vectos.co.uk

DRAWING NUMBER: 162751A/PD01 | REVISION: B

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SCHEDULE 8

PLAYING FIELD SITE

1. **DEFINITIONS**

In this Part 1 and Part 2 of this Schedule 8 the following words and phrases shall have the following meanings unless the context otherwise requires (and for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed)

"Access Road"	means a permanent vehicular access road (to be secured as part of a Reserved Matters Approval) from the public highway to the vehicular entrance to the Playing Field Site in the south western corner of the Playing Field Site, which is to provide access from an Estate Road (as defined in Schedule 7) to the staff car park of William Fletcher Primary School and a northern access to be used for grounds maintenance and emergency vehicles
"Academic Year Start"	means the first week of September in any given year
"Access Road Works"	means works to construct the Access Road together with such traffic calming measures, signage road markings, barrier rails and pedestrian crossings as may be agreed by the Owner and the County Council in writing for ensuring safe pedestrian access to and from the Playing Field Site along the Access Road
"Access Road Works (Stage 1)"	means the stage of the Access Road Works up to completion of the underside of the surface course, with iron work flush with the surface
"Agreed Date"	means the 14 June in the Playing Field Opening Year
"Authority's Requirements"	means the list of documents below which shall be interpreted according to their applicability to the Playing Field Works:- • the School Specific Brief; • the Generic Design Brief and technical annexes 1C, 2B, 2E, and 2J published by the Department of Education and as may be amended by the Department of Education; and • the Typical Pitch Layout Plan annexed to this Schedule at Appendix 8D and as may be amended from time to time by agreement between the Owner and the County Council in writing and noting that the Authority's Requirements are referred to as the "Employer's Requirements" in the suite of documents referred to in this definition
"Completion"	means Completion as defined in the Standard Conditions (Schools) and Complete and Completed shall be construed accordingly
"Construction Completion Date"	means the date 12 months after the date on which Completion occurs

"Playing Field Boundaries Plan"	means the drawing no. DE234_603 annexed to this Deed at Appendix 8A showing the boundaries of the Playing Field Site edged red
"Playing Field Plan"	means the indicative playing field plan (drawing no. DE234_607) annexed to this Deed at Appendix 8B showing an illustrative potential layout of the Playing Field Site
"Playing Field Site"	means all that area of land shown edged red on the Playing Field Boundaries Plan being an area of approximately 1.8 hectares (but of a minimum of 1.73 hectares) to be agreed between the Owner and the County Council in writing in accordance with paragraph 2 of this Schedule.
"Playing Field Works "	means the works on the Playing Field Site as detailed at paragraph 2 of this Schedule and as described in the Authority's Requirements (as applicable) for the use of William Fletcher Primary School
"Playing Field Opening Year"	means the year advised by the County Council or as may otherwise be agreed in writing between the County Council and the Owner further to paragraphs 5, 6 and 7 of this Schedule
"School Specific Brief"	means the document entitled "School Specific Brief" setting out the design requirements (as applicable) for the Playing Field Works
"Standard Conditions (Schools)"	means the "Standard Conditions for the Construction of a School in conjunction with Development" dated July 2015 (as applicable to the delivery of the Playing Field Works) and for the purposes of the Standard Conditions (Schools):- • The Agreement Provisions means the provisions of this Schedule of this Agreement • Implementation means commencement of the Playing Field Works
"Transfer"	means unless otherwise agreed in writing between the Owner and the County Council a transfer by the Owner of the freehold interest in the Playing Field Site which shall be free from encumbrances w hich would affect the use of the Playing Field Site by William Fl etcher Primary School on substantially the same terms as c ontained in the draft transfer at Appendix 8C or such other form as the Owner and the County Council may otherwise agree in writ ing relating to the transfer of the Playing Field Land and which shal l nevertheless include the terms set out in paragraph 1.1 of Part 2, Part B of this Schedule and "Transferred" shall be construed accordingly.

"Transfer Date"	means shall be as follows:-

- where the Construction Completion Date occurs on or before 15th May in the Playing Field Opening Year the later of (a) eight weeks after the Construction Completion Date and (b) the first Working Date after 31 March of the Playing Field Opening Year;
- where the Construction Completion Date occurs after 15 May of the Playing Field Opening Year but on or before the Agreed Date the Transfer Date shall be no later than 12 July of the Playing Field Opening Year;
- in the event that Construction Completion Date occurs after the Agreed Date the Transfer Date shall be the date which is four weeks after the Construction Completion Date;
- in the event that termination takes place further to Standard Condition (Schools) Condition 26 and where further to the Standard Conditions (Schools) Condition 26 the County Council requires the transfer of the Playing Field Site the Transfer Date shall be 20 Working Days after such termination (rather than the 10 Working Days as set out in Condition 26 of the Standard Conditions (Schools)).

PART 1

PLAYING FIELD SITE

1. The Owner covenants with the County Council:-

1.1 not to cause or permit the Commencement of development within the Reserved Matters Area containing the Playing Field Site until the precise boundaries of the Playing Field Site have been agreed by the Owner and the County Council;

1.2 to liaise with the County Council including as appropriate the carrying out of a joint site visit/visits to establish the precise boundaries of the Playing Field Site which shall be pegged and recorded digitally on agreed sites survey records;

1.3 to secure the design and execution of the Playing Field Works:-

1.3.1 entirely at its own expense;

1.3.2 to the satisfaction of the County Council so that Completion (as defined in the Standard Conditions (Schools)) is attained;

1.3.3 in accordance with the Standard Conditions (Schools) and in designing and executing the Playing Field Works the Owner shall observe and perform the obligations which fall on the "Developer" under the Standard Conditions (Schools) and the County Council shall observe and perform the obligations which fall on "the Council" under the Standard Conditions (Schools);

Playing Field Works

2. The Owner covenants with the County Council:

2.1 to deliver the Playing Field Works on the Playing Field Site (as may be agreed from time to time in writing with the County Council) which shall (unless otherwise agreed in writing) comprise:-

2.1.1 a new re-profiled playing field on an area of not less than 1.22 hectares suitable for laying out a sports pitch and a running track on an area of 0.84 hectares together with an informal soft play area and car parking as shown indicatively on the Playing Field Plan; and

2.1.2 ancillary works comprising cycle storage; fencing; lighting; and external furniture;

2.2 that the Access Road shall immediately abut the access to the Playing Field Site.

3. The Owner covenants with the County Council that for 12 months following Completion of the Playing Field Works it will maintain them in accordance with the Authority's Requirements.

4. The County Council shall within one month of notification of first Occupation of any Dwelling at the Site advise the Owner of the year in which the County Council requires the Playing Field Site to be opened for use by pupils at the Academic Year Start such Agreed Date not to be sooner than Occupation of 120 Dwellings.

5. In advising the Owner of the year in which the County Council requires the Playing Field Site to be opened for use by pupils (pursuant to paragraph 4 of this Part 1 of this Schedule 8), the County Council shall take into account:-

5.1 the anticipated occupation rate for the Development as advised by the Owner to the County Council in writing on Commencement of the first Reserved Matters Area containing Dwellings; and;

5.2 where the date of Occupation of the first Dwelling is prior to 30 April in any year it is not practicable for the Construction Completion Date to occur until the second year after the year in which the first Occupation occurs; or

5.3 where the date of Occupation of the first Dwelling is subsequent to 30 April in any year it is not practicable for the Construction Completion Date to occur until the third year following the year in which the first Occupation occurs.

6. The Owner will notify the County Council within seven days of 31 March in each year (after Occupation of the first Dwelling) of the number of Occupied Dwellings at that date and the anticipated number of Occupations in the following 12 months and in the event that on such notification it is less than 60 Occupations the Owner and the County Council shall discuss in good faith whether the year in which the County Council requires the Playing Field Site to be opened for use by pupils at the Academic Year Start should be adjusted.

7. The Owner covenants with the County Council to use reasonable endeavours to secure the design and execution of the Playing Field Works so that the Construction Completion Date occurs no later than the Agreed Date and to use reasonable endeavours to bring forward the Construction Completion Date to first May in the Playing Field Opening Year.

8. In the event that the Construction Completion Date is not attained at the Agreed Date, unless otherwise agreed in writing by the County Council the Owner covenants not to cause or permit the Occupation of any further Dwellings after the Agreed Date until the Construction Completion Date is attained.

9. The Owner covenants with the County Council to transfer the freehold of the Playing Field Site to the County Council in accordance with the terms at Part 2 of this Schedule 8 unless otherwise agreed in writing between the Owner and the County Council in the form or substantially in the form of the Transfer attached at Appendix 8C at the Transfer Date and if such transfer is not executed as a deed by the Owner and any other person with an interest in the Playing Field Site and delivered to the County Council at the Transfer Date the Owner shall not cause or permit any further Occupation of any further Dwellings at the Site until such transfer has been duly executed as a deed and delivered to the County Council.

10. Without prejudice to the above, the Owner covenants with the County Council unless otherwise agreed in writing by the County Council (which shall include circumstances where William Fletcher Primary School is not being expanded) not to cause or permit the Occupation of more than 220 Dwellings at the Site prior to the Agreed Date save that in the event that the Playing Field Site is transferred to the County Council further to Standard Conditions (Schools) Condition 26 not to cause or permit the Occupation of more than 250 Dwellings within the Development until the Construction Completion Date has been attained unless a period of six months has elapsed from the Occupation of the 250th Dwelling without the Construction Completion Date having been reached.

Access Road

11. The Owner covenants with the County Council that:-

11.1 not less than one month prior to the Transfer Date it shall complete the Access Road Works (Stage 1)) and open the Access Road to all vehicular and pedestrian traffic; and

11.2 shall complete the Access Road to the adoption standard as agreed and approved by the County Council in respect of the Estate Roads (in accordance with paragraph 2 of Part 1 of Schedule 7) on or before the cessation of construction activities on the Site and provided that construction vehicles have ceased to use the Access Road

Controls on Playing Field Site and General

12. The Owner covenants with the County Council:-

12.1 Not to provide for any drainage to be directed towards the Playing Field Site or otherwise adversely affect drainage or use of the Playing Field Site

12.2 Not to alter the levels of the area of the Site which surrounds the Playing Field Site (for a distance of 10 metres from the boundaries of the Playing Field Site) save in accordance with the Levels Scheme (as defined in the Standard Conditions (Schools)) or as otherwise approved by the County Council

12.3 Not to carry out any works on (including for the avoidance of doubt alterations by the removal or deposit of materials or otherwise of the levels of any part of the Playing Field Site) or install any service conduits in, on, over or under the Playing Field Site save in accordance with the provisions of the Standard Conditions (Schools)

12.4 Without cost to the County Council to relocate any overhead cables at the Site which either cross the Playing Field Site or are within 50 metres of the Playing Field Site so that no part of these overhead cables are located in, over or under the Playing Field Site, no overhead cable is located within 50 metres of the Playing Field Site and any underground cable is buried at a minimum distance of five metres from any part of the Playing Field Site (unless under highway/prospective highway)

PART 2

TRANSFER OF THE PLAYING FIELD SITE

PART A

GENERIC PROVISIONS

1. The following apply to any contract/agreement to transfer land from the Owner to the County Council pursuant to the terms of this Deed (subject to the additional or replacement provisions set out in Part B of Part 2 of this Schedule 8 below).

2. It incorporates the Standard Conditions of Sale (Fifth Edition) (the "Standard Conditions") subject to the following variations and in the event of any inconsistency between the Standard Conditions and the provisions of this Deed the latter shall prevail:-

   2.1 the Owner is to bear the cost of complying with any public requirement arising prior to the date of completion and Standard Condition 3.1.4 is adjusted accordingly;

   2.2 the County Council may raise reasonable requisitions and the Owner shall give full responses in a timely manner and Standard Condition 4.3.1 shall be adjusted accordingly

   2.3 good marketable title shall be deduced in accordance with Standard Condition 4 and the Playing Field Site shall be free from any financial charge with full title guarantee subject to the covenants, rights, easements, restrictions and other matters (excluding financial charges) referred to in the title to the land to be transferred as deduced to the County Council prior to the date of this Deed but otherwise free from encumbrances and with the benefit of all necessary rights of access to and from the highway;

   2.4 completion shall take place on the relevant Transfer Date;

   2.5 any transfer shall be substantially in the same form as the Transfer at Appendix 8C unless otherwise agreed in writing between the County Council and the Owner;

   2.6 the price shall be £1;

   2.7 the land shall be transferred with vacant possession upon completion;

   2.8 the Owner shall bear its own costs and the Owner shall pay the County Council's reasonable and proper legal and professional costs incurred in connection with the transfer which shall be payable on completion;

   2.9 if there are any third parties with an interest in the Playing Field Site, the Owner will (at its own cost) procure from such third parties all such rights as are necessary to ensure that they can transfer or grant all such rights as are contained in the transfer to the County Council; and

   2.10 the Owner shall retain the risk for the Playing Field Site until completion and Standard Condition 5.1 is adjusted accordingly.

PART B

PROVISIONS RELEVANT TO THE PLAYING FIELD SITE

1. The provisions set out in in Part A above shall apply as varied by the provisions of this Part B:-

1.1 The transfer of the Playing Field Site shall be in accordance with (or substantially in accordance with) the Transfer annexed at Appendix 8C subject only to such amendments as may be proposed or agreed by the County Council and the Owner in writing as the case may be and the terms of Transfer shall include:-

1.1.1 a covenant on the transferee that the Playing Field Site shall not be used for any purpose other than use as a playing field (and related ancillary uses) for the use of William Fletcher Primary School;

1.1.2 a covenant on the transferee to be protected by a restriction on title that:-

(a) where the Playing Field Site has not been used as a playing field by William Fletcher Primary School on or before the date that is five years after the date of the transfer of the Playing Field Site; or

(b) where a primary school has ceased to operate on the site of William Fletcher Primary School (such site as existing at the date of this Deed), including because of the permanent closure of William Fletcher Primary School for mainstream education, the Playing Field Site shall be transferred back to the Warden and Scholars of the House or College of Merton in the University of Oxford for consideration of one pound (£1) unencumbered by any financial charge with the benefit of all rights of access and services held by the transferee for the benefit of its successors and not ransomed in any way by the transferee.

1.2 The Owner will transfer the Playing Field Site in accordance with the obligations contained in Part 1 of this Schedule 8 and Standard Conditions 3.2.1, 5.1.1 and 5.1.2 are adjusted accordingly.

2. The Owner undertakes with the County Council not to create any legal or equitable interest including any right or easement or covenant in over or under the Playing Field Site and not to dispose of the whole or any part of the Playing Field Site at any time prior to the transfer of the Playing Field Site to the County Council nor create any right or licence to occupy or use the Playing Field Site or any part thereof except in favour of the County Council save by means of a transfer of the freehold Provided Always That no such disposal may be undertaken unless on or before any such disposal a deed of covenant executed as a deed is first obtained from the disponee in the form acceptable to the County Council (acting reasonably) in which the disponee covenants to comply with the obligations on the part of the Owner pursuant to this Schedule 8 and is delivered to the County Council (without cost to the County Council) promptly following completion of the relevant disposal.

3. The Owner consents to the noting of the conditional agreement to transfer the Playing Field Site to t he County Council pursuant to Part 1 of this Schedule 8 on the title to the Playing Fields Site by way of unilateral notice only.

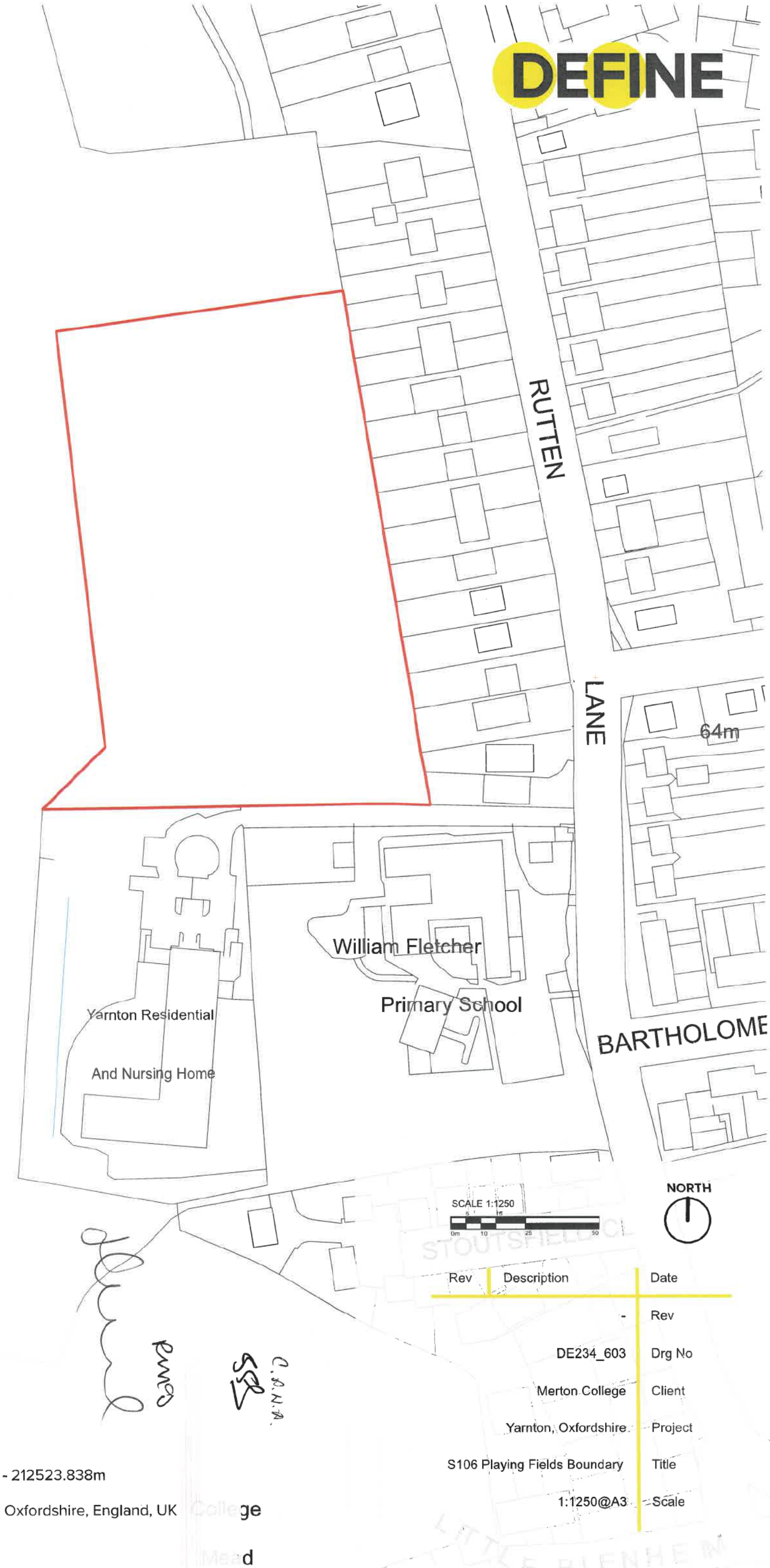
4. The Owner further consents to the entry on the Proprietorship Register of title to the Playing Field Site of a restriction in standard form L as follows: "no disposition of the part of the registered estate shown edged red on the Playing Field Boundaries Plan at Appendix 8A by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the Director for Law and Governance of the Oxfordshire County Council or their conveyancer that the provisions of paragraph 2 of Part B of Schedule 8 of the Section 106 Agreement dated 8th March 2024 between the parties to this Deed have been complied with or that they do not apply to the disposition".

5. The Owner hereby undertakes at its own cost to provide the County Council with reasonable assistance and/or documentation to facilitate the noting of the agreement referred to at paragraph 3 of this Part B of this Schedule 8 and the entry of the restriction provided for at paragraph 4 of this Part B of this Schedule 8 and the registration of the Transfer including providing reasonable assistance to the County Council to enable the County Council to respond to any requisitions raised by the Land Registry in connection with such application.

6. The County Council will provide the Owner with satisfactory consent to the registration of any disposal under the terms of the restriction referred to at paragraph 4 of Part B of this Schedule 8 (an d for the avoidance of doubt not the cancellation of the restriction where the relevant disposition is th e transfer of freehold) where it has been demonstrated to the County Council that there is no breach of the terms of paragraph 2 of Part B of this Schedule 8 and where the undertaking given in accordance with paragraph 2 of Part B of this Schedule 8 has been complied with.

7. The County Council will upon request consent to the cancellation of the unilateral notice and the restriction referred to at paragraphs 3 and 4 of Part B of this Schedule 8 in respect of the Playing Field Site and provide appropriately signed Land Registry cancellation forms if at any time (including pursuant to Standard Condition 26 of the Standard Conditions (Schools) the County Council notifies the Owner that it no longer requires the Playing Field Site.

APPENDIX 8A PLAYING FIELD BOUNDARIES PLAN



Rev	Description	Date
	-	Rev
	DE234_603	Drg No
	Merton College	Client
	Yarnton, Oxfordshire	Project
	S106 Playing Fields Boundary	Title
	1:1250@A3	Scale

LEGEND

Playing Field Boundary

OS Grid Refrence (6 figure): SP473125

Easting Northing: X - 447396.705m Y - 212523.838m

Administrative Area: Yarnton, Cherwell, Oxfordshire, England, UK

APPENDIX 8B PLAYING FIELD PLAN

LEGEND

- Application Site Boundary
- Illustrative pitch setting out
- Playing fields secure boundary
- Potential location for gated pedestrian access to school playing fields; to be discussed in detail design
- Potential location for gated vehicular access to school playing fields; to be discussed in detail design

DEFINE

RUTTEN

LANE

NOTE: Marking of main pitch to be done by school. Typical pitch markings shown for illustrative purposes.

NOTE: Area to the south of the pitch to accommodate car parking and amenity space.

64m

William Fletcher

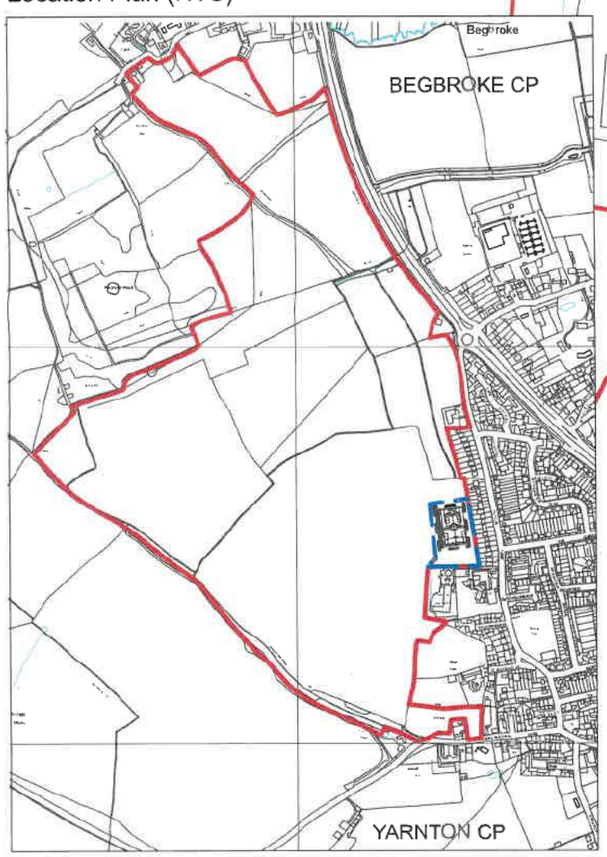
Primary School

Yarnton Residential

And Nursing Home

BARTHOLO

Location Plan (NTS)



SCALE 1:1250

0m 10 25 50

NORTH

Rev	Description	Date
	-	Rev
	DE234_607	Dwg No
	Merton College	Client
	Yarnton, Oxfordshire	Project
	S106 Indicative Playing Fields Plan	Title
	1:1250@A3	Scale

INDICATIVE

[redacted] College Mead [redacted]

APPENDIX 8C DRAFT TRANSFER

Land Registry
Transfer of part of registered title(s)

TF

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

Leave blank if not yet registered.	1 Title number(s) out of which the property is transferred: ON261240
When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.	2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined. Place 'X' in the appropriate box and complete the statement. For example 'edged red'. For example 'edged and numbered 1 in blue'. Any plan lodged must be signed by the transferor.	3 Property: Playing fields adjoining and West of 161 Rutten Lane, Yarnton, Oxfordshire OX5 1LT as shown edged red on the Playing Field Site Boundaries Plan[1] The property is identified ☒ on the attached plan and shown: edged [……] ☐ on the title plan(s) of the above titles and shown:
	4 Date:
Give full name(s). Complete as appropriate where the transferor is a company.	5 Transferor: The Warden and Scholars of the House or College of Scholars of Merton in the University of Oxford <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:

[1] Note that precise area to be determined pursuant to the s106 agreement so to be checked prior to transfer

	For overseas companies (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
Give full name(s). Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.	6 Transferee for entry in the register: Oxfordshire County Council For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: For overseas companies (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.	7 Transferee's intended address(es) for service for entry in the register: County Hall, New Road, Oxford OX1 1ND
	8 The transferor transfers the property to the transferee
Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.	9 Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): £1.00 (One Pound) ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:
Place 'X' in any box that applies.	10 The transferor transfers with X full title guarantee

Add any modifications.	☐ limited title guarantee
Where the transferee is more than one person, place 'X' in the appropriate box. Complete as necessary.	11 Declaration of trust. The transferee is more than one person and ☐ they are to hold the property on trust for themselves as joint tenants ☐ they are to hold the property on trust for themselves as tenants in common in equal shares they are to hold the property on trust:

Use this panel for:
- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12 Additional provisions

12.1 **Definitions**

12.1.1 "**Access Road**" means the area of access and egress between the Property and the adopted highway to be constructed by the Transferor pursuant to the Section 106 Agreement

12.1.2 The "**Transferor's Retained Land**" means the land owned by the Transferor being part of the land registered at HM Land Registry with Title Number ON261240 other than the Property as shown on the plan attached hereto marked Plan 2[2]

12.1.3 "**Development**" means development pursuant to planning permission reference number 21/03522/OUT and Appeal reference APP/C3105/W/23/3329587 for the erection of up to 540 dwellings (Class C3), up to 9,000sqm GEA of elderly/extra care residential floorspace (Class C2), a Community Home Work Hub (up to 200sqm)(Class E), alongside the creation of two locally equipped areas for play, one NEAP, up to 1.8 hectares of playing pitches and amenity space for the William Fletcher Primary School, two vehicular access points, green infrastructure, areas of public open space, two community woodland areas, a local nature reserve, footpaths, tree planting, restoration of historic hedgerow, and associated works with all matters are reserved, save for the principal access points

12.1.4 "**Playing Field Site Boundaries Plan**'" means the first plan annexed hereto and marked "Plan 1"

12.1.5 "**S106 Agreement**" means an agreement dated 2024 between Cherwell District Council (1) Oxfordshire County Council (2) The Warden and

[2] PM Note: we will need to be limited to land within title number ON261240 which is also within the redline boundary of the planning application for the Development save for the Property (which is to be transferred)

	Scholars of the House or College of Scholars of Merton in the University of Oxford (3)
12.1.6	"**Service Conduits**" means sewers drains channels pipes watercourses wires cables and other conducting media and installations and ancillary equipment and associated facilities as are reasonably required for the Services
12.1.7	"**Services**" means water soil effluent gas fuel oil electricity telephone telephonic signals television electronic communication and other similar services
12.2	The disposition effected by this transfer is subject to:
12.2.1	any matters contained or referred to in the entries or records made in registers maintained by the Land Registry as at _____ under title number ON261240 [3];
12.2.2	any matters which the Transferor did not and could not reasonably know about at both the date of the S106 Agreement and the date of this transfer.
12.2.3	any notice, order or proposal given or made by a body acting on statutory authority
12.3	**Rights granted for the benefit of the Property**
12.3.1	The Property is transferred together with the following rights but subject to the conditions listed in clause 12.5 which rights are hereby granted or such rights have been excepted and reserved for the benefit of the Property and each and every part of it:
12.3.1.1	a right of way (until adoption as highway maintainable at the public expense) at all times and for all purposes (in common

[3] PM: OCC to insert.

with the Transferor and all others having the like right) with or without vehicles or on foot only or with bicycles (as appropriate) over any roads footpaths and cycleways which are or may be constructed at the date of this Transfer on or over the Transferor's Retained Land and which are either proposed to be adopted by the highway authority as highways maintainable at the public expense or which are intended to provide access to and egress from the Property[4];

12.3.1.2 the right to construct connections and connect to any such roads and footpaths and cycle ways at the boundary to and which serve the Property as required by the S106 Agreement or as otherwise approved by the Transferor (such approval not to be unreasonably withheld) for the purpose of enjoyment of the Property only and for no other purpose

12.3.1.3[5][until the rights conferred in clauses 12.3.1.1 and 12.3.1.2 above come into operation a right of away at all times and for all purposes with or without vehicles or on foot only (as appropriate) over such reasonably convenient route as the Transferor shall from time to time agree with the Transferee (both parties acting reasonably]

12.3.1.4 the right in common with the Transferor and their successors in title to the Transferor's Retained Land to the free and uninterrupted passage and running of Services from and to the Property through and along any Service Conduits which may have been laid or constructed at the date of this Transfer under or through the Transferor's Retained Land (the Transferor providing no warranty as to the capacity of the same) and which serve the Property PROVIDED ALWAYS THAT the owner of the Transferor's Retained Land shall be entitled to relocate any such Service Conduits to an alternative route on reasonable prior notice to the owner of the Property

[4] PM: This provides the right of way over estate roads over development.

[5] PM: note that the Access Road will be constructed pursuant to the s106 agreement. This paragraph is only required if at the time of the transfer of the Property, the Access Road has not been constructed.

12.3.1.5 the right to enter upon onto such part of the Transferor's Retained Land as is not built upon or intended to be built upon (and which does not form part of any residential garden unless strictly necessary) as shall be reasonably necessary and providing 20 Working Days' prior notice (save in case of an emergency and noting that such emergency access is to be proportionate to the nature of the reason for access) for the purposes of laying Service Conduits[6] within the Access Road to serve the Property and for making connections from the Property to Service Conduits as within the Access Road and where reasonably so required and (subject always to clause 12.5) inspecting repairing maintaining renewing and cleansing any such Service Conduits

12.3.1.6 the right for the Transferee and those authorised by it at all times to enter upon so much of the Transferor's Retained Land as shall be reasonably necessary and providing 20 Working Days' prior notice (save in case of an emergency when such notice is to be proportionate to the nature of the reason for the emergency access) for the purpose of (subject always to clause 12.5) retaining, inspecting, maintaining, repairing, altering, renewing, replacing and removing the boundary fencing for the Property.

12.3.1.7 such rights of support from the Transferor's Retained Land as may be requisite to ensure the stability and integrity of the Property

12.4 **Rights reserved for the benefit of the Transferor's Retained Land**

12.4.1 There are excepted and reserved out of the Property for the benefit of the

[6] PM: Plan to be produced once available.

Transferor and its successors in title to the Transferor's Retained Land the owners or occupiers (in common with all other persons having the like right) for the time being and from time to time of the whole or part of the Transferors Retained Land the following rights:

12.4.1.1 all such rights of support from the Property as may be requisite to ensure the stability of any buildings which are now or which at any time shall be erected on the Transferor's Retained Land;

12.4.1.2 the right to build upon and develop the Transferor's Retained Land and by so doing to restrict or interrupt the passage of light and air to any buildings from time to time on the Property.

12.5 **The rights contained in clause 12.3 are subject to the following conditions:-**

12.5.1 the position and specification of any connections or works pursuant to clause 12.3.1.4 shall be approved by the owner of the land on which the same are being effected (such approval not to be unreasonably withheld or delayed) and all requisite consents from any relevant authority or utility company for the same shall be obtained by the person exercising the rights before effecting such connections or works;

12.5.2 the exercise of rights pursuant to Clause 12.3.1.4 shall be subject to giving 20 Working Days' prior notice (save in case of an emergency in which case such notice is to be proportionate to the nature of the emergency);

12.5.3 the person exercising the rights to enter pursuant to Clause 12.3.1.2 and 12.3.1.4 shall cause as little disturbance and damage as reasonably possible to the Transferor's Retained Land and make good any damage caused to the reasonable satisfaction of the Transferor or the owner or occupier for the time being of the property affected;

12.5.4 the person exercising the rights pursuant to Clause 12.3.1.4 shall contribute a fair and reasonable proportion of the costs of inspecting cleansing repairing maintaining renewing or replacing the Service Conduits (not forming part of the mains) through (or into) which the rights are exercised;

12.5.5 the owner or occupier of the land in which the same are situate may alter the position of the Service Conduits over or through (or into) which the rights are exercised (and the rights shall then apply to the altered position and no longer to the previous location) PROVIDED that the supply of Services to or from the Property shall not be disrupted or otherwise adversely affected without the person exercising the rights providing 20 Working Days' prior notice (save in case of an emergency in which case such notice is to be proportionate to the nature of the emergency) by the relocation works or in consequence of the relocation of the Service Conduits;

12.5.6 the person exercising the rights causing as little inconvenience as reasonably practicable to the owners of the Transferor's Retained Land in the exercise of these rights; and

12.5.7 the person exercising the rights not overloading any Service Conduits.

Restrictive covenants by the Transferor

12.6 The Transferor hereby covenants with the Transferee to the intent that this covenant shall bind and run with the Transferors Retained Land and each and every part thereof not to erect or cause or permit to be erected any fencing or other structure on any boundary between the Property and the Transferor's Retained Land unless it shall have been approved in writing by the Transferee as suitable for a school boundary such approval not to be unreasonably withheld or delayed and it is agreed that any such boundary structure so approved shall become part of the Property and not to cause or permit any

drainage from the Transferor's adjoining land to be directed towards the Property or otherwise adversely affect the drainage or use of the Property.

Other covenants by the Transferor

12.7 The Transferor hereby covenants with the Transferee that the Transferor will maintain and keep in good and substantial repair and condition and suitable for its intended purpose the following:

12.7.1 any sewers and drains and other drainage infrastructure serving the Property laid by the Transferor until such time as they are adopted by the statutory undertaker

12.7.2 the routes of the rights of way referred to in clause 12.3.1.3. above until the rights conferred in clause 12.3.1.1 above come into operation

12.7.3 the roads footpaths and cycleways referred to in clause 12.3.1.1 above until they are adopted as highways maintainable at the public expense

12.7.4 Subject to the provisions of clause 12.5, no later than three months from receipt of a written request to grant to the Transferee or any public or local authority or public utility company or other company or person, the Transferor shall enter into any such easements wayleaves rights liberties and privileges (in a form to be approved by the Transferor) as may be necessary to permit the laying construction and use of Service Conduits under or through the Access Road to serve the Property (together with rights of inspection repair maintenance renewal and cleansing of the Service Conduits) to secure the free and uninterrupted passage and running of Services from and to the Property

Restrictive covenants by the Transferee

12.8The Transferee with intent to bind the Property and each and every part of it covenants with the Transferor for the benefit of the

Transferor's Retained Land and each and every part of it that the Transferee and the Transferee's successors in title will at all times hereafter perform and observe the below covenant and stipulation:

12.8.1 not to cause or permit the Property to be developed or used otherwise than for the purposes of playing field (and ancillary uses) for the use of William Fletcher Primary School;

12.8.2 by way of indemnity only, observe and perform the encumbrances, covenants and restrictions contained or referred to in the Property and Charges register of title number ON261240 insofar as they affect the Property and are subsisting and capable of taking effect and will keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so;

12.8.3 to keep in good repair and condition any Service Conduits laid by the Transferee pursuant to clause 12.3.1.4;

12.8.4 not to dispose of the freehold interest of the Property (or by means of a long lease) without the disponee entering into a Deed of Covenant with the Transferor whereby the disponee covenants with the Transferor to comply with the provisions of clause 12.8.2, clause 12.8.3 and 12.8.5;

12.8.5 To consent to the entry of the following restriction against the Transferee's title to the Property at HM Land Registry at the time of registration of this transfer

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by The Warden and Scholars of the House or College of Scholars of Merton in the University of Oxford or their

conveyancer that the provisions of clause 12.8.4 of a transfer dated [ ] and made between The Warden and Scholars of the House or College of Scholars of Merton in the University of Oxford (1) and The Oxfordshire County Council (2) have been complied with".

Other covenants by the Transferee

12.9 The Transferee covenants that if on or before the date that is five (5) years after the date of this Transfer:

12.9.1 the Property has not been used as a playing field by William Fletcher Primary School; or

12.9.2 where a primary school has ceased to operate on the site of William Fletcher Primary School (such site as existing at the date of this Deed), including because of the permanent closure of William Fletcher Primary School for education

then the Transferee shall transfer the Property to the Transferor (or to such person or persons as the Transferor may in their absolute discretion direct) for consideration of one pound (£1) unencumbered by any financial charge with the benefit of all rights of access and services held by the Transferee for the benefit of its successors and not ransomed in any way by the transferee:

(i) free from encumbrances (save for any encumbrances existing at the date of this transfer);

(ii) free from the Section 106 Agreement and for the avoidance of doubt so that there shall be no covenant restriction or obligation requiring the Property to be made available for educational use or to construct a primary school or to carry out any works in connection with such a use;

(iii) with full title guarantee;

(iv) for the sum of £1.00;

(v) with such transfer containing an express release of the covenant at clause 12.8.1 and as contained in this clause 12.9; and

(vi) otherwise in the same form as this transfer.

12.10 Not to make any disposition of the whole or any part of the Property without first procuring that the disponee enters into a deed of covenant (in a form acceptable to the Transferor (acting reasonably) in which the disponee covenants to comply with the obligations on the part of the Transferee pursuant to this clause 12.9, and supplies the same to the Transferor within 5 working days of completion of the disposition

12.11 To consent to the entry of the following restriction against the Transferee's title to the Property at HM Land Registry at the time of registration of this transfer

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by The Warden and Scholars of the House or College of Scholars of Merton in the University of Oxford or their conveyancer that the provisions of clause 12.9.3 of a transfer dated [ ] and made between The Warden and Scholars of the House or College of Scholars of Merton in the University of Oxford (1) and The Oxfordshire County Council (2) have been complied with".

12.12 In the event that the Transferee shall transfer the Property to the Transferor pursuant to this clause 12.9 – 12.11 the covenants in this clause 12.9 -12.11 will automatically lapse

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

12.13 It is agreed and declared as follows: -

12.13.1 Section 62 of the Law of Property Act 1925 shall not apply to this Transfer and except as expressly granted the Property shall not by virtue of the agreement for this transfer or this transfer be entitled to any easement right privilege or other appurtenance over the Transferor's Retained Land and except as expressly reserved the Transferor's Retained Land shall not be entitled to any easement right privilege or other appurtenance over the Property.

12.13.2 Nothing in this Deed shall create a building scheme

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

WARNING
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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APPENDIX 8D

AUTHORITY'S REQUIREMENTS

ANNEX TO PLAYING FIELDS SCHEDULE

SCHOOL SPECIFIC BRIEF

The Owner shall design and construct the external grounds within an area of approximately 1.8ha comprising the Playing Field Site as shown indicatively on Drawing Number DE234_607_S106 Indicative Playing Field Plan to comply with the requirements listed below, unless otherwise agreed in writing with OCC:

1. New Playing Pitch and Soft Play/Amenity Space

1.1 Vegetation and Landscaping

Existing mature vegetation such as hedgerows or trees and any mature vegetation where feasibly possible should be retained to ensure connectivity with other habitats and natural features in the vicinity. Existing hedge rows and trees need fully protecting during the construction.

The new school boundaries should be planted with mixed hedging or tree / shrub belts using species that are native, support biodiversity and offer resilience to pests and diseases especially in the light of climate change. Single species planting including hedging (e.g., laurel - Prunus Lauro Cerasus) should therefore be avoided.

The site layout should allow enough space for a variety of tree planting to take place within the site including larger growing, longer living species incorporated along the boundaries within the site. The integration of large growing native trees delivers greater visual and environmental benefits and offers natural shade. All newly planted trees should be staked permanently to help prevent wind rock and movement of the tree roots.

1.2 Sports Pitches

The playing field shall be Type 4: Pipe drained with sand grooves as described in Sport England Guidance Note Natural Turf for sports to the whole playing field area of 0.84ha, not just the pitch area and run off, and the specification for the construction of winter games facilities as defined within the SAPCA Code of Practice for the Design, Construction and Improvement of Natural Sports Turf.

The layout is to enable movement of the pitch, with a uniform fall of no more than 1:100 along the line of play and 1:50 across the line of play, to avoid wear and tear.

A full range of PE will be offered by the school and the pitches should be able to be marked out by the school to comply with OCC guidance Annex SS8 –Typical Pitch Layout.

1.3 Topsoil

All areas levelled for playing pitches and amenity use are to have a minimum of 150 mm firmed free draining topsoil. Topsoil to be de-stoned such that no stone >15 mm remains. All topsoil shall comply with BS 3882:2015.

1.4 Grass Areas Generally

For the alleviation of compaction during construction the appropriate construction code of practice shall be followed for all areas to be grassed, in accordance with Defra: 'Construction Code of Practice for the Sustainable Use of Soils on Construction Sites' (2009).

All soft landscape areas should comprise of grass or meadow areas for play and learning by the pupils and as such shall be designed and constructed to ensure year-round play in accordance with locations agreed with OCC.

1.5 Maintenance
The Playing Field Works are to be maintained for a minimum of 12 months prior to handover in accordance with the Authority's Requirements (mowing and Maintenance of Playing Field).

2. Access, Car Parking and Cycle Storage

2.1 Development Access Road to the Playing Field Site
A permanent vehicular access to additional car parking on the Playing Field Site from the public highway (via such routes as the County Council shall have previously approved) shall be provided together with a pedestrian access and is shown indicatively on Drawing Number DE234_607_S106 Indicative Playing Field Plan. The access is to be available for use when the Playing Field Site is handed over for school use. The road and footpath provided within the Playing Field Site is to be consistent in width with the adjoining road being provided to OCC highways specification to/from which access is provided.

A permanent grounds maintenance (including for gang mowers) and emergency vehicle access to the north of the playing pitch is also required as shown indicatively on Drawing Number DE234_607_S106 Indicative Playing Field Plan.

Footpath(s) leading from all pedestrian entrances to the Playing Field Site to locations and specification to be agreed with OCC - minimum length of footpath(s) 20m.

OCC is to be consulted on details of the access and security arrangements. Unless otherwise agreed with OCC, the entirety of the land transferred to OCC will be securely fenced, with separate gates for pedestrian and vehicular access (see below).

2.2 Levels
The parking, playing field and pedestrian routes should be constructed on a level site ensuring that no child or person is disadvantaged by the necessity to take a different route to their friends or colleagues.

The accesses onto the playing field including all grassed areas shall be reasonably level with no requirement for ramps that could compromise the full utilisation of the school site. The maximum fall on all external circulation routes throughout the new areas shall not be steeper than 1:21. Where changes in levels are completely unavoidable, the gradients should be designed to be as gentle as feasibly possible with landing / resting places.

2.3 Car Parking and Cycle Storage
Additional Staff and Visitor Car Parking shall be located to the south of the playing field area. 28 spaces are to be provided, of which one is to be marked for disabled use. Unless otherwise agreed, the layout will be based on a 6500mm width lane serving 2500mm x 5000mm parking bays to either side, and a hammer head turn to enable vehicles to manoeuvre and leave in a forward gear.

Additional cycle and scooter storage shall be located close to the car parking area. A minimum of eleven cycle and eleven scooter parking places shall be provided, in covered, secure facilities on pedestrian areas.

3. Fencing, Drainage, Lighting and Furniture

3,1 Fencing
Unless otherwise agreed and subject to any necessary planning consents, perimeter site boundaries are to be 2.4m high weldmesh ensuring there are no gaps in line with the DfE Output Specification Annex 2B and OCC Design Guidance: Fencing New School Sites.

All fenced areas shall be accessible via 1200m wide pedestrian gates as a minimum to match the fence type and to include for padlock locking. Housings into the ground for both, hold open at 90 degrees and closed positions should likewise be included.

3.2 Stormwater Drainage
The LLFA expectations for SuDS use on School Sites is as follows:

The LLFA recognises that a sustainable drainage strategy that does not pose any health and safety risk will need to be demonstrated. Shallow onsite SuDS features can be considered provided it is not deep for pupils to fall in and injury themselves. The use of SuDS needs to be justified and all design parameters considered to ensure its not posing a healthy and safety risk to the school. A maintenance and management plan needs to be provided for all the proposed SuDS. A management regime will need to clarify how the SuDS will be maintained and any access points clarified to ensure its not posing any health and safety risk to the pupils while maintenance is being conducted.

A detailed ground investigation report, clarifying the potential of infiltration and understanding the ground water table is required to help set the strategy. Should infiltration not be feasible, a strategy needs to be proposed to pick up all the surface water from the playing fields and redirect it to an area of attenuation where it can get discharged.

Footpaths need to be smooth, and the option of gravel will not be acceptable for the school site. The footpaths can be draining to an adjacent swale to treat surface water or shallow gravel trenches can be considered to treat surface water. It will be up to the applicant to consider all forms of SuDS and apply it to the site accordingly based on all the investigations conducted.

Location of any necessary drainage and associated requirements are to be justified and fully discussed with OCC during the reserved matters stage.

3.3 External lighting.
All external elements around the school playing field including car parking, pedestrian, cycle and scooter storage, are expected to have external low level lighting provision.

The car park and external lighting is to be designed to conform with British Standards BS EN 12464 and BS 5489: 2013 A. OCC standard provision is detailed in the following two paragraphs and would be acceptable although more energy efficient options including solar powered LED lighting should be considered.

External lights should be timer controlled with the capability of programming different lighting hours depending on any one night of the week with a 7-day, 24-hour programmable timer and the ability to override for one off events. A 10-lux light level is required to the Car Park. All lighting bollards must be sufficiently robust and fixed to the surface to withstand significant wear and tear.

The Marshalls 150mm dia illuminated Steel domed topped Round Fixed Bollard (Product ID: 1018) or similar, is acceptable providing a low maintenance, luminaire bollard with low level lighting for enhancing routes. The 1018 is designed to be vandal and tamper resistant. The bollard body is zinc plated and powder coated and is finished in black satin as standard. A 70w high pressure sodium lamp is supplied as standard. The bollard stands 1120mm above ground, 300mm below ground and requires a mains 240-volt supply.

3.4 External Furniture.
Benching should be provided around the playing field to create fixed seating areas and be appropriately robust, exact locations to be agreed with OCC:

- 4no 1.8m long, fixed, with back, permanently baseplate fixed – Broxap Saltwell Seat or similar and approved.
- 2no Mini Picnic Tables permanently fixed with galvanised steel angles – Broxap or similar and approved.
- 2no Litter Bins positioned adjacent to the car parking / external play - Broxap or similar and approved Eco Steel Litter Bin (BX45 2561). Steel 120 litre eco litter bin with two posting apertures and galvanized steel liner. Litter bin features vinyl Tidyman logo and 'LITTER' lettering applied to the front and back, exact locations to be agreed.

The Owner shall ensure that certificates of compliance are made available certifying that the furniture being supplied conforms to and has been tested to the appropriate standard(s) EN/EN/BS/ISO or recognised equivalents and compliance with ISO 9001:2015 and BS EN ISO 14001.

Department for Education

Employer's Requirements Part B

School Output Specification Generic Design Brief

November 2022

Document Control

Revision	Status	Date	Author	Amendment
C01-C09	A	2016-07	n/a	Initial working towards OS 2017
C10	A	2017-11	n/a	Issued as OS 2017
C11	A	2019-05	n/a	Revised to incorporate end user feedback, evidence collected and updates to applicable standards
C12	A	2020-05-29	n/a	Amendments to ventilation systems, internal glazed screens, the interview room, decorations, external fabric, glazing and wireless networking
C13	A	2020-11-30	n/a	Amendments to fire safety, CCTV, server rooms, ICT standards, partitions, toilets and hygiene rooms, circulation widths. The term 'fit for purpose' replaced with a clearer explanation
C14	A	2021-11-23	AWI	Gov.uk publication
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P06	S2	2022-09-01	AWI	Amendments made at: 2.4.3.5, 4.2.1 c), 4.3.1 c), 4.4.1.1, 4.5.2, 4.6.3 e) & j), 4.6.4 c & d), 4.7.2.2 d, e, j, k & m), 4.7.2.3 a, b, e & g), 4.8.2.8
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Summary

The Generic Design Brief (GDB) is supported by Technical Annexes which detail the technical requirements for the design and construction of schools. These documents should be read in conjunction with the School Specific Brief (SSB).

Review Date

Review dates for this document shall be at 6-month intervals.

Who is this publication for?

This document is for technical professionals involved in the design and construction of school premises, as part of the Employer's Requirements of the DfE Construction Frameworks (the DfE Construction Framework 2021 and the Offsite Schools Framework (incorporating Modular and MMC delivery) (MMC)). It may also be used as the basis of similar documentation for other procurement routes using the Output Specification.

Uniclass Codes

This document captures Uniclass codes for the management of exchange of information. To access all codes and associated titles reference should be made to Uniclass 2015 | NBS (thenbs.com).

Definitions

Terms and acronyms used throughout the Output Specification are defined below. [PM_40_60_23]

(Further definitions of space types and collections of space types are given in Technical Annexes 1A, 1B and 1C). [PM_40_60_23])

Access Statement - A description of how inclusive design principles have been incorporated into a development, to be produced in conjunction with a planning application. [PM_40_60_23]

Activity Space Types - A type of space based on the activities to be accommodated, and the associated attributes required, as listed in Annex 1A, 1B and 1C, and providing a 'parent' ADS code. [PM_40_60_23]

Alternative Provision (AP) - Education arranged by local authorities for pupils who, because of exclusion, illness or other reasons, would not otherwise receive suitable education; education arranged by schools for pupils on a fixed period exclusion; and pupils being directed by schools to off-site provision to improve their behaviour (in the OS the word School includes AP unless otherwise stated). [PM_40_60_23]

Approved Document (AD) - Documents which support the technical parts of the Building Regulations. Where specific references are made to the parts of the Building Regulations, they are denoted as Part L, Part M etc. Where references are made to Approved Documents, they are noted as AD A, AD B etc. [PM_40_60_23]

Area Data Sheets (ADS) - Spreadsheets identifying the requirements for each space including area, services and environmental performance and FF&E (excluding ICT). See Annex SS1. [PM_40_60_23]

Balance Areas - Areas serving the whole School that are not associated with a particular Suite of Spaces, such as a Secondary School indoor dining room. [PM_40_60_23]

Basic Teaching Area - The area comprising all the teaching spaces (except halls and PE spaces) needed for the full range of curriculum subjects. [PM_40_60_23]

BIM protocol – is the Project's Information Protocol including the Information Particulars within the Project Information Protocol and the following documents: DfE's Exchange Information Requirements, DfE's Detailed Exchange Information Requirements, Project Information Standard and Project Information Production Methods And Procedures. [PM_40_60_23]

Building - Any building or other erection at any of the Sites. [PM_40_60_23]

Building Elements - Different parts of any building, including roof and floor structure and coverings, stairs, ceilings, walls, finishes and doors. [PM_40_60_23]

Building Readiness Programme - Programme to be developed six months in advance of Practical Completion to capture all handover activities in the run up to Practical Completion including testing, commissioning and witnessing, soak test, decant and contractors clean, as well as post-handover matters detailed on the Completion Checklist. [PM_40_60_23]

Building Services - means electric, gas and water services, heating, ventilation, air conditioning, controls, access, security and alarm systems and electrical plant and installations including pipework, ductwork, data and power cabling (and in instances renewable technologies such as photovoltaic systems, ground source heat pumps etc). [PM_40_60_23]

Community Use - Community Use applies to use of the School or areas of the School outside Core Hours. [PM_40_60_23]

Completion Activities - Activities detailed on the Handover Completion Checklist. [PM_40_60_23]

Completion Date - as defined in the Scheme Contract. [PM_40_60_23]

Consequential Works - Works required outside the site boundary (e.g., offsite highway works required as part of a planning condition). [PM_40_60_23]

Core Hours - Core hours refer to the hours of a day the school is in use by the majority of pupils. [PM_40_60_23]

Clusters - a Suite of Spaces designed to fit within a number of bays on a standard structural grid, for instance of 3.6m x 7.8m. [PM_40_60_23]

Deliverables - means information or action required from the Contractor at key stages in the Scheme to provide the evidence of satisfactory progress or compliance with the Employer's Requirements. [PM_40_60_23]

Decant Protocol - means the Decant Protocol as defined in the Scheme Contract. [PM_40_60_23]

Department - A department or faculty within a Secondary School based on a subject (e.g., English) or a group of subjects (e.g., humanities). [PM_40_60_23]

Designated Unit - Additional specialist facilities on a Mainstream School Site for a small number of pupils, typically less than 30, who usually have an Education and Health Care Plan (EHCP) or a statement of special educational need. Pupils would usually spend the majority of their time there, only attending mainstream classes for a few lessons such as PE, for assembly or for lunch. [PM_40_60_23]

Design and Technology (D&T) - An overarching term for a number subjects requiring light and heavy practical spaces with specialist equipment. [PM_40_60_23]

Early Years - Refers to children aged 0 to 5 years. In schools this is typically children in nursery and reception aged 3 to 5 years. [PM_40_60_23]

Education and Health Care (EHC) Plan - A plan that identifies the educational, health and social needs of children and young people, and sets out the additional support needed. EHC Plans are gradually replacing statements of special educational need. [PM_40_60_23]

Employer - means the party named as the Employer in the Scheme Contract. [PM_40_60_23]

Employer's Requirements (ERs) - as defined in the Scheme Contract. [PM_40_60_23]

Energy Use Intensity (EUI) - The Energy Use Intensity (EUI) is an annual measure of the total energy consumed in a building. [PM_40_60_23]

Exchange Information Requirements (EIR) – as defined in the BIM Protocol. [PM_40_60_23]

Existing Buildings - The Buildings at the School prior to the relevant Completion Date but excluding any new facilities comprising the Works. [PM_40_60_23]

Fabric First - A design term referring to maximising the performance of the building external envelope. Fabric First building designs concentrate on the passive design capability such as maximising air tightness, eliminating thermal bridging, optimising insulation, solar gain and natural ventilation, rather than relying on technology such as photovoltaics to improve a building's energy efficiency and sustainability credentials. [PM_40_60_23]

FF&E Groups - A method of identifying the level of Contractor responsibility for different types of FF&E. Group 1 requires the installation and provision of new items, Group 2 requires the installation and occasional repair or replacement of legacy items, Group 3 requires decant and placing of legacy items, Group 4 requires decant only. [PM_40_60_23]

Fittings, Furniture and Equipment (FF&E) - FF&E is a blanket term which includes fittings. Fittings are furniture items that form an integral part of the building to be operational and require wall/floor treatments after installation. Furniture and Equipment (F&E) may be fitted, fixed or loose. Fitted F&E is fitted to the fabric of the building but does not rely on the building to be operational. Fixed equipment requires installation and is hard wired to the fabric of the building. Fixed furniture is also attached to the fabric of the building but only to ensure stability. Loose F&E is independent from the building but has spatial implications and shall be shown on final layouts. [PM_40_60_23]

Furnished Space Types - a type of internal space within a standard Activity Space Type identified by the FF&E required, to suit variables such as the age range and group size. [PM_40_60_23]

General Teaching - Secondary School teaching that typically does not involve practical activities or specialist equipment, for example English, maths or humanities. [PM_40_60_23]

Generic Design Brief (GDB) - the Generic Design Brief (and integral Technical Annexes) outlines the Employer's generic requirements for School Buildings and grounds. [PM_40_60_23]

Good Industry Practice - the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Contractor engaged in the same type of undertaking under the same or similar circumstances. [PM_40_60_23]

Green Infrastructure - the term used to describe a network of integrated green spaces and features (e.g., Trees), which provide simultaneous benefits and are multi-functional as opposed to individual elements. [PM_40_60_23]

Gross Area - The overall area of the Buildings, taken to the inside face of the external walls and measured over internal walls, as Gross Internal Area (GIA) or Gross Internal Floor Area (GIFA) by the Royal Institution of Chartered Surveyors (RICS). As defined in BB103, the minimum Gross Area required includes plant area for boiler rooms and a server room, as well as hub rooms and vertical ducts, but further area shall be needed if ventilation plant, chimneys or sprinkler tanks are included in the final gross area of the designed building. [PM_40_60_23]

Gross Internal Floor Area - the area of a building measured to the internal face of the perimeter walls at each floor level as defined by the "Gross Internal Floor Area" by the Royal Institute of Chartered Surveyors (RICS). [PM_40_60_23]

Handover Completion Checklist - a detailed checklist capturing all handover activities, including pre and post Practical Completion Activities, documentation required at handover and post-handover matters. [PM_40_60_23]

ICT Infrastructure - Information Communication Technology (ICT) Infrastructure means passive ICT Infrastructure as defined in Section 4 of the GDB. [PM_40_60_23]

Information Deliverable(s) - Information or action required from the Contractor at key stages in the project to provide the evidence of satisfactory progress or compliance with the Employer's Requirements. [PM_40_60_23]

Key Stage (KS) - The specific part of a child's education and relating to their age and year group. [PM_40_60_23]

Legacy - Items which have been used at the Existing School Site (where applicable) which are considered suitable for use on the new or refurbished Site. [PM_40_60_23]

Light reflectance value (LRV) - A measure of visible and usable light that is reflected from a surface when illuminated by a light source. [PM_40_60_23]

Local Exhaust Ventilation (LEV) - Local ventilation, as near to the source of pollutants as possible, of a practical activity such as a fume cupboard, a wood dust extract system or a heat bay fume extract system. [PM_40_60_23]

Loose Equipment Purchase Protocol - The protocol which shall form part of the Contractor's Proposals to be agreed between the Employer and the Contractor for the procurement of new loose equipment. [PM_40_60_23]

Mainstream Schools - All schools except Special Schools and Alternative Provision. [PM_40_60_23]

Minimum Life Expectancy - The period of time for which an element, item or product can be expected to satisfy minimum performance requirements associated with that element, item or product, when subject to typical conditions, wear and usage (vandalism is not deemed 'typical' for the purpose of this definition). [PM_40_60_23]

Mobility Equipment - A wheelchair, a motorised wheelchair, a walking stick or a standing frame or any other mobility aid required to be used within the School. [PM_40_60_23]

National Curriculum - A set of subjects and standards used by Primary Schools and Secondary Schools to enable children to learn the same things. It covers what subjects are taught and the standards children should reach in each subject. Schools can choose how they organise their school curriculum. [PM_40_60_23]

Net Area - The usable area within the Gross Area of the Buildings, comprising Basic Teaching Area; halls, dining and PE spaces; learning resource areas; staff and administration; and storage. It includes everything except Non-Net Areas. [PM_40_60_23]

Net Site Area - The usable Site area available to pupils, this is also known as the 'playing field area' when considering land disposals (Section 77 of the School Standards and Framework Act 1998). [PM_40_60_23]

Net Zero Carbon Building - A New Building with net zero operational carbon; does not burn fossil fuels, is 100% powered by renewable energy and achieves a level of energy performance in-use that meets the EUI targets. No carbon offsets can be used to achieve this balance. [PM_40_60_23]

New Buildings - Any Buildings constructed pursuant to the Scheme Contract. [PM_40_60_23]

No Work - A Building element or service designated 'No Work' in the Refurbishment Scope of Works (RSoW) requires no work to be done to an existing element, so the element can be left as existing and is not the responsibility of the Contractor. [PM_40_60_23]

Non-net Area - Part of the Gross Area of buildings not included in the Net Area comprising circulation; toilets and personal care; plant, including boiler, server rooms and plant rooms; school kitchen suites; and the area occupied by internal walls. [PM_40_60_23]

Non-net Site Area - Part of the Gross Site Area which supports the functioning of the Site and includes the footprint of buildings and access areas such as paths, roads and parking. [PM_40_60_23]

Operational Carbon ($kgCO_2e$) - The carbon dioxide and equivalent global warming potential (GWP) of other gases associated with the in-use operation of a Building. This includes both regulated and unregulated energy loads. [PM_40_60_23]

Outbuildings and Enclosures - structures providing a simple, secure enclosure, with protection from weather and wildlife, for air handling plant, external tanks or external storage (such as shed or garages). [PM_40_60_23]

Outdoor Class Space - An external space directly outside Nursery playrooms, Reception classrooms or Special School classrooms, for outdoor learning and play. [PM_40_60_23]

Output Specification - DfE Schools specification suite comprising; Generic Design Brief, with associated Technical Annexes and School Specific Brief (SSB), with associated School Specific Annexes. [PM_40_60_23]

Overheating Risk Assessment (ORA) - The DfE methodology for carrying out modelling to mitigate the risk of overheating as defined in BB101 and Technical Annex 2F. [PM_40_60_23]

Partial School Project - A project in which the Works are carried out on some buildings or parts of the grounds of a school, typically less than 75% of the overall building area. [PM_40_60_23]

Performance in Use (PIU) Targets - A set of easily measurable criteria, related to the indoor environmental conditions and building performance, used to assess the performance in use of the relevant Building. [PM_40_60_23]

Practical Completion - as defined in the Scheme Contract. [PM_40_60_23]

Practical Teaching - Teaching that involves pupils doing (or observing) practical activities and often requiring access to services and specialist equipment, for example science. [PM_40_60_23]

Practical Spaces - Teaching Spaces listed as light practical spaces or heavy practical spaces in Annex 1A and 1B of the Generic Design Brief. [PM_40_60_23]

Primary School - a Mainstream School for pupils aged 4 to 11 covering 3 educational stages: foundation (up to 5 years), key stage 1 (5 to 7 years) and key stage 2 (7 to 11 years). For the purposes of this OS, a Primary School includes Middle-deemed Primary Schools that provide for pupils aged 8 to 12. [PM_40_60_23]

Profound and Multiple Learning Difficulties (PMLD) - Children with PMLD are likely to have severe and complex learning difficulties as well as a physical disability or sensory impairment. This range of needs also includes specific learning difficulties (SpLD) which encompasses a range of conditions such as dyslexia, dyscalculia and dyspraxia. [PM_40_60_23]

Project Execution Plan (PEP) - the project execution plan is the governing document that establishes the means to execute, monitor and control projects. The plan serves as the main communication vehicle to ensure that everyone is aware

and knowledgeable of Scheme objectives and how they shall be accomplished. [PM_40_60_23]

Quality Plan - means a document, or several documents, that together specify quality standard, practices, resources, specifications and the sequence of activities relevant to a Scheme. [PM_40_60_23]

Rectification Period - as defined in the Scheme Contract. [PM_40_60_23]

Refurbished Buildings - as defined in the Scheme Contract. [PM_40_60_23]

Refurbishment Scope of Works (RSoW) - Annex SS2 of the SSB which sets out the scope of works required for Refurbished Buildings. Work required to each element shall be defined as Renewed, Replaced, Repaired, Retained or have 'No Work'. [PM_40_60_23]

Regulated Energy - Energy consumed by a Building, associated with fixed installations for heating, hot water, cooling, ventilation, and lighting systems. These form the basis of a compliance calculation for AD L. [PM_40_60_23]

Remodelled Area - The total area of any internal spaces in which some internal walls are to be removed and/or rebuilt, and most elements within the space, including the fenestration, are to be Renewed or Replaced. [PM_40_60_23]

Renewed - A Building element or service designated 'Renew' in the RSoW requires an entirely new element, designed to satisfy relevant outputs in the GDB as listed in the RSoW (and by the code in the ADS where relevant), for instance a complete doorset in a new opening or a completely new replacement roof including roof structure. [PM_40_60_23]

Repaired - A Building element or service designated 'Repair' in the RSoW requires isolated repairs to an existing element, to minimal specifications in the RSoW and requirements in project-specific drawing(s), for instance isolated repairs to an existing floor finish, window or radiator. [PM_40_60_23]

Replaced - A Building element or service designated 'Replace' in the RSoW requires a partially new and/or major repairs to an existing element, to satisfy the relevant outputs in GDB, as listed in the RSoW (and by the code in the ADS where relevant), for instance a new door leaf in an existing frame, a new window in an existing opening, or a new roof on an existing structure. [PM_40_60_23]

Retained - A Building element or service designated 'Retain' in the RSoW requires an existing element to be retained, with No Works required unless needed in order to complete other Works which form part of the project, so the element can be left as

existing, but the Contractor is responsible for ensuring that its overall performance is no worse than its existing performance. [PM_40_60_23]

Schedule of Accommodation (SoA) - A schedule of all spaces required in the School, including their required size and type. [PM_40_60_23]

Scheme - means the design and construction or construction (as the case may be) of works associated with School Buildings under a Scheme Contract. [PM_40_60_23]

Scheme Contract - means an agreed contract for a Scheme. [PM_40_60_23]

School - as defined in the Scheme Contract. [PM_40_60_23]

School Hours - School hours refer to the hours of the day the school is in use for education purposes. [PM_40_60_23]

School-specific Brief (SSB) - The SSB (and its Annexes) provides key data for a specific School and sets out any requirements for that School which are additional or alternative to the GDB (and associated Technical Annexes) including, where relevant, the Refurbishment Scope of Works (Annex SS2). [PM_40_60_23]

School-specific SoA and ADS - The School-specific Schedule of Accommodation (SoA) and Area Data Sheets (ADS), Annex SS1 of the SSB, lists every space in the Works, based on a project SoA. The area data requirements for each space are provided on summary worksheets and are recorded on School-specific ADSs for each space. [PM_40_60_23]

Secondary School - A Mainstream School for pupils aged 11 to 16 (or 19 if there is a sixth form) covering 2 or 3 educational stages: key stage 3 (11 to 14 years), key stage 4 (14 to 16 years) and in some cases the sixth form. For the purposes of this OS, a Secondary School includes middle-deemed Secondary Schools that provide for pupils aged 8 to 13. [PM_40_60_23]

Secure Line - The agreed demarcation between secure and public areas of the School Buildings and grounds for the purposes of safeguarding and security. [PM_40_60_23]

SEN (D) - Special educational needs (and disability). [PM_40_60_23]

Sites - as defined in the Scheme Contract. [PM_40_60_23]

Soft Landings - The DfE process for soft landings pursuant to the Government Soft Landings (GSL) Protocol as set out in. [PM_40_60_23]

Special School - A school where all pupils have Education, Health and Care (EHC) Plans or statements of SEND. Special Schools cater for various age ranges including primary, secondary and all-age, and various types of SEND. Pupils are taught in small classes, and support staff and health professionals work alongside teaching staff. For simplicity, this OS refers to Special Schools that cater predominantly for ambulant pupils as 'ambulant' Special Schools and those that are specifically set up to accommodate pupils with PD and PMLD (as well as other needs) as 'non-ambulant' Special Schools (in the OS the word School includes Special Schools unless otherwise stated). [PM_40_60_23]

Specially Resourced Provision (SRP) - Additional specialist facilities in a Mainstream School Site for a small number of pupils, typically less than 30, who usually have EHC plans or statements of special need. Pupils spend most of their time in mainstream classes, attending the SRP facilities for individual support, to learn a specific skill, to receive medical or therapeutic support or to access specialist equipment. The facilities can be in a suite or dispersed throughout the school. [PM_40_60_23]

Suite of Spaces - A group of spaces, which could be teaching, non-teaching or both, that should be adjacent and/or linked. They may range from a practical space and associated stores to a larger group associated by age or subject, such as a science department, including prep room, or junior classrooms supported by smaller support spaces such as store rooms and toilets. [PM_40_60_23]

Supplementary Area - Net Area and Non-Net Area which is used for non-school or support functions such as Specially Resourced Provision, a community health centre, or residential accommodation. [PM_40_60_23]

Sustainable Drainage System (SuDS) - a collection of water management practices that aim to align modern drainage systems with natural water processes. Sustainable drainage systems (SuDS) differ from a traditional drainage system as it mimics natural systems, aiming to manage rain close to where it falls. [PM_40_60_23]

Technical Annexes - The suite of documents integral to the GDB which outlines the detailed technical requirements for a school. Where the term GDB is used, it assumes inclusion of the requirements outlined in the Technical Annexes. [PM_40_60_23]

Teaching Spaces - any spaces within the basic teaching area and any large or indoor PE space except dining and social areas, as defined in Technical Annex 1A and 1B. [PM_40_60_23]

Teaching Resources - Material that supports teaching and learning including printed material and equipment. [PM_40_60_23]

Unregulated Energy - Energy consumed by a Building which is outside of the scope of building regulations. This includes energy associated with equipment such as plug in devices, ICT and FF&E. [PM_40_60_23]

Untouched - An area or building defined in the RSoW as not requiring any work. [PM_40_60_23]

Utilities - A service or commodity provided by a public or private utility including public sanitary and storm sewers, natural gas, telephone, public water facilities and all other utility facilities and services necessary for the operation and occupancy of the School. [PM_40_60_23]

Whole School Project - A project in which the Works are carried out on most Buildings or most of the grounds of a school, typically more than 75% of the overall building area, and the Contractor has responsibility for providing the required facilities for the whole school with the Sites. [PM_40_60_23]

Works - All of the works (including design and works necessary for obtaining access to the Sites) to be undertaken as defined in the Scheme Contract. [PM_40_60_23]

1. Context and Key Principles

1.1. Status of this Document

1.1.1 This document is the Generic Design Brief (GDB) and integral Technical Annexes which, together with the School-specific Brief (SSB) and its Annexes, forms the Output Specification (OS). The Output Specification is part of the Employer's Requirements. [PM_10_20]

1.1.2 The OS outlines the required standards for School Buildings and grounds. [PM_10_20]

1.2. Document Structure

1.2.1 The OS comprises two parts and is structured as shown in Table 1 and Table 2. [PM_10_20]

Title	Content
Main document	
Section 1	Context and Key Principles
Section 2	Buildings and Grounds
Section 3	Fittings, Furniture and Equipment
Section 4	ICT Design Requirements
Section 5	Operability and Maintenance
Section 6	References

Title	Content
Technical Annexes	
Annex 1A	Definitions of Internal Areas and Spaces: Mainstream Schools
Annex 1B	Definitions of Internal Areas and Spaces: SEND and Alternative Provision
Annex 1C	Definitions of External Area and Spaces
Annex 2A	Sanitaryware
Annex 2B	External Space and Grounds
Annex 2C	External Fabric
Annex 2D	Internal Elements and Finishes
Annex 2E	Daylight and Electric Lighting
Annex 2F	Mechanical Services and Public Health Engineering
Annex 2G	Electrical Services, Communications, Fire and Security Systems
Annex 2H	Energy
Annex 2I	Controls
Annex 2J	Sustainability
Annex 2K	Building Performance Evaluation Methodology
Annex 3	Fittings, Furniture and Equipment

Table 1 Generic Design Brief and its Technical Annexes

Title	Content
Main document	
Section 1	Introduction
Section 2	Strategic Brief
Section 3	Project Brief
Section 4	ICT Design Requirements
SSB Annexes	
Annex SS1	School-specific Schedule of Accommodation and Area Data Sheets
Annex SS2	School-specific Refurbishment Scope of Works (RSoW)
Annex SS3	School-specific Legacy Equipment Schedule (Primary and Secondary)
Annex SS4	School-specific Legacy Furniture Schedule (Primary and Secondary)
Annex SS5	School-specific Legacy ICT Equipment Summary
Annex SS6	School-specific Sustainable Estate Strategy
Annex SS7	School-specific Adjacency Diagram

Table 2 School-specific Brief and its Annexes

1.3. Definitions

1.3.1 For terms and acronyms reference should be made to Definitions at the start of this document. [PM_40_60_23]

1.4. Precedence of Documentation

1.4.1 All elements of the Employer's Requirements, comprising the GDB (including the Technical Annexes) and the SSB (including the School-specific Annexes) shall be satisfied. [PM_10_20]

1.4.2 The SSB outlines project specific requirements in addition to the GDB. [PM_10_20]

1.4.3 Where there is any inconsistency between the GDB and the SSB, this shall be dealt with in accordance with the Scheme Contract. [PM_10_20]

1.4.4 For the avoidance of doubt, the Contractor shall consider and address all requirements of Part A (General Conditions) of the Employer's Requirements. [PM_10_20]

1.5. Information Management and Building Information Modelling (BIM)

1.5.1 The DfE's Information Management Resources (including the BIM Protocol) comprises the following parts and is applicable to all documentation, drawings and models:

a) Project's Information Protocol [PM_40_60]

b) DfE's Exchange Information Requirements (EIR) [PM_10_20_28]

c) DfE's Detailed Exchange Information Requirements (DEIR) [PM_10_20_28]

d) Project's Information Production Methods And Procedures [PM_40_60]

e) Project's Information Standard. [PM_40_60]

1.6. General Requirements

1.6.1. Project Parameters

1.6.1.1 The SSB identifies whether the Works are deemed a Whole School Project or a Partial School Project:

a) in a Whole School Project, the Contractor shall be responsible for providing the required facilities for the whole School within the Site and shall comply with all requirements in this GDB and its Technical Annexes [PM_10_20_82]

b) in a Partial School Project, the Contractor shall only be responsible for the Works to New Buildings, Refurbished Buildings, Remodelled Areas, grounds, FF&E or ICT identified in the SSB, and shall comply with all requirements in this GDB and the Technical Annexes except where it is stated that the requirements apply only to a Whole School Project. [PM_10_20_82]

1.6.1.2 The requirements in this OS in respect of Buildings, FF&E and ICT Infrastructure shall apply to all parts of the Works in any New Buildings. [PM_10_20_82]

1.6.1.3 The requirements in this OS in respect of Buildings, FF&E and ICT Infrastructure shall apply to all parts of the Works in any Building Elements or Building Services provided in Refurbished Building(s) which are designated Renewed or Replaced in the RSoW. [PM_10_20_82]

1.6.1.4 Where the requirements refer to an area, space or Suite of Spaces, these requirements shall apply to all spaces in any New Buildings or Remodelled Area. [PM_10_20_82]

1.6.1.5 Any area or space within New Buildings or Remodelled Area shall conform to all relevant requirements in this GDB and the Technical Annexes. [PM_10_20_82]

1.6.1.6 The requirements in this OS in respect of external space and grounds:

a) shall always apply to the external areas adjacent to any New or Refurbished Building(s) which are required for access or which are affected or removed due to the proposed Works, including any informal and social area adjacent to Early Years or Primary School classrooms [PM_10_20_82]

b) shall not apply to existing grounds within the Site except for any part that is specifically described in the SSB, or in a Whole School Project [PM_10_20_82]

c) shall apply to all parts of the Site where designated a Whole School Project in the SSB [PM_10_20_82]

d) shall not apply to existing grounds beyond the Site except for any part that is specifically described in the SSB (for instance for Consequential Works). [PM_10_20_82]

1.6.1.7 All Buildings, grounds, ICT and FF&E provided shall comply with all relevant and current regulations, British and European standards and policies including without limitation those referenced and/or listed in the Technical Annexes and the School-specific Brief Annexes. [PM_10_20_82]

1.6.1.8 Where the Contractor is not able to meet the requirements in full, due to the limitations of the Site or the Buildings on the Site prior to the Works, details of alternative proposals (i.e., proposed derogations) are to be submitted to the Employer for approval,

stating where or how they do not comply and why they are considered a satisfactory alternative. [PM_10_20]

1.6.2. Refurbishment

1.6.2.1 In Annex SS1, the following designations shall apply with respect to the work required to rooms, spaces or Suites of Spaces in Refurbished Buildings except where expressly altered in the RSoW:

a) Remodelled Area: the total area of any spaces in which some internal walls are to be removed and/or rebuilt, and most elements within the space, including the fenestration, are to be Renewed or Replaced. [Ac_10_70_70]

b) Refurbished Area: existing spaces or area to remain, within their existing walls, in which some elements in the space are to be Renewed, Replaced or Repaired and some are to be Retained, but decorated where necessary. [Ac_10_70_70]

c) Untouched Area: existing spaces or area not within the Works, shall be left as existing with No Work required. [Ac_10_70_70]

1.6.2.2 Work required to Refurbished Buildings shall be as defined in the RSoW, under the headings of architectural elements, (including FF&E) and M&E elements (including ICT Infrastructure). [Ac_10_70_70]

1.6.2.3 In the RSoW, the following designations shall apply with respect to work to individual elements (except where expressly altered in the RSoW):

a) **Renew:** all new elements or finishes designed to satisfy the relevant outputs of the GDB and the Technical Annexes (and by the code in the ADS where relevant). [Ac_10_70_70]

b) **Replace:** partially new and/or major repairs to existing elements or finishes designed to satisfy the relevant outputs of the GDB and the Technical Annexes (and by the code in the ADS where relevant), where possible. [Ac_10_70_70]

c) **Repair:** isolated repairs to elements or finishes to satisfy the requirements in any project-specific specification or drawing issued as part of the SSB. [Ac_10_70_70]

d) **Retain:** existing elements or finishes left as existing, with no work required unless needed in order to complete other works that form part of the project; overall performance shall be no worse than the existing performance. [Ac_10_70_70]

e) **No Work:** No Work required; shall be left as existing. [Ac_10_70_70]

1.6.2.4 Subject to Sections 1.6.2.1 to 1.6.2.3, in respect of refurbishment work to Refurbished Buildings, the required level of compliance with this GDB is set out in the RSoW. [PM_10_20]

1.6.2.5 Notwithstanding the requirements outlined in the RSoW, the following shall be complied with when carrying out refurbishment work (references are within this GDB unless otherwise stated):

a) The requirements of Sections 1.1 to 1.6 inclusive, and all relevant parts of Section 3, Section 4, Section 6 and Section 7 shall be met. [PM_10_20_90]

b) Except where refurbishment works to a space or Suite of Spaces are designated 'Untouched', or where building elements or services are designated 'No Work', the Contractor shall notify the Employer if further work is needed to comply with the School Premises (England) Regulations 2012, or to comply with health and safety legislation or where further works are required as a result of works to adjacent spaces. [PM_10_20]

c) Except where refurbishment works to a space or Suite of Spaces are designated 'Untouched', all work shall be left clean, serviceable and commissioned where necessary, as required in Part A (General Conditions). [PM_10_20]

d) Any elements provided as new shall have a Minimum Life Expectancy as described in Section 1.7.7. If an element is being Replaced in a Refurbished Building, the Minimum Life Expectancy shall be met as far as possible, within the constraints of the location, the adjacent elements and the sub-structure. Any fitting, repairing or reusing of existing elements shall be carried out in accordance with Good Industry Practice and such elements shall have a reasonable life expectancy to be agreed with the Employer. [PM_35_10_47]

e) Refurbishment work shall comply with AD M. In Remodelled Areas, the building layout shall be clearly organised to enable ease of circulation for building users and shall, where possible, aid orientation and ease of movement to external areas, particularly in the event of emergency. [PM_10_20_90]

f) Works to Building Services systems provided in Refurbished Buildings shall take account of Section 2.8.2 and shall undertake an energy audit as described in Section 2.12.4. [PM_10_20_90]

1.6.3. Design Deliverables

1.6.3.1 Compliance with the DfE's EIR (as defined in the BIM protocol) and evidence of satisfactory progress shall be demonstrated through the provision of Information Deliverables at key stages in the project and in accordance with the project. [PM_10_20_28]

1.6.4. Compliance

1.6.4.1 The Contractor shall demonstrate compliance with the Employer's Requirements by use of protocols detailed in the Contractor's Quality Assurance procedures capturing evidence of both coordinated design and its implementation into the construction of the School Building(s) and Ground(s) with photographic evidence and/or third party accreditation. [PM_70_15]

1.7. Building Good Schools

1.7.1. Overview

1.7.1.1 The key objectives of the DfE technical standards is the provision of schools which are healthy and productive environments, the right size and designed to be safe, secure, sustainable and long lasting. These outcomes can be distilled into the following six overarching principles for 'Building Good Schools':

a) Healthy and Safe Environments [PM_35_10]

b) Standardised Approach [PM_35_10]

c) Sustainable Design and Construction [PM_35_10]

d) Functionality [PM_35_10]

e) Future Proofing [PM_35_10]

f) Long Lasting. [PM_35_10]

1.7.2. Healthy and Safe Environments

1.7.2.1 All Works shall be designed and constructed in line with The Construction (Design and Management) Regulations 2015. [PM_10_20_90]

1.7.2.2 The layout and design of the Buildings, grounds, FF&E and ICT Infrastructure provided by the Contractor shall provide a safe and secure environment for pupils and staff. [PM_10_20_82]

1.7.2.3 People with disabilities, including those using Mobility Equipment and those with a visual or hearing impairment, shall not be placed at a disadvantage by the design of the Buildings or grounds, or by the FF&E and ICT Infrastructure provided. [PM_10_20_82]

1.7.3. Standardised Approach

1.7.3.1 The design solution (or elements within the design solution) for any New Building or new FF&E shall be capable of being replicated for similar types of schools, including the use of off-site construction where feasible, so that best practice can be assured without the need for whole new designs. [PM_10_20_82]

1.7.3.2 Standardisation could be achieved in a number of ways, including:

a) Whole school/parts of schools/modules [PM_10]

b) Kit of parts/components [PM_10]

c) Standard dimensions/dimensional coordination/grids [PM_10]

d) Process/procurement (including FF&E) [PM_10]

e) Supply chain/other (including briefing). [PM_10]

1.7.4. Sustainable Design and Construction

1.7.4.1 In line with Government legislation, the DfE is committed to:

a) Mitigating and adapting in response to Climate Change. [PM_40_20_85]

b) Reducing carbon emissions to net zero across the school estate by 2050. [PM_40_20_85]

c) Ensuring that all centrally delivered new build projects meet net zero carbon in operation at handover. [PM_40_20_85]

1.7.4.2 Sustainable School Buildings and Grounds shall be designed adopting the following hierarchy:

a) **Be Lean** - deliver a Fabric-First approach to meet (or exceed) the minimum Fabric Energy Efficiency Standard (FEES) in Technical Annex 2J and design out the need for active equipment by exploiting passive opportunities presented by the Building and its immediate microclimate. [PM_35_40]

b) **Be Clean** - meet (or exceed) minimum energy performance targets by maximising the energy efficiency of installed equipment and delivering fossil fuel free heat following the low carbon heat source hierarchy. [PM_35_40]

c) **Be Green** - meet (or exceed) renewable technology standards to generate energy through on-site renewables and enhance the grounds through implementation of Sustainable drainage systems and a green infrastructure strategy to increase biodiversity. [PM_35_40]

d) **Be Seen** - meet (or exceed) minimum standards defined within Technical Annex 2H and 2K, including commissioning the Building, supporting and empowering the end users with training and robust handover protocols to meet or exceed minimum requirements for monitoring, verifying and reporting energy performance. [PM_35_40]

1.7.4.3 The Contractor shall also adopt a sustainable approach to the construction and production of all new facilities provided, and deliver a cost-effective and resource-efficient facility that:

a) minimises the use of all resources [PM_40_20_85]

b) reduces the demand for energy and water use during the Works period [PM_40_20_85]

c) minimises CO_2 emissions during the works period [PM_40_20_85]

d) minimises noise and air pollution during the works period [PM_40_20_85]

e) allows opportunities for recycling during the works period [PM_40_20_85]

f) maximises the use of building materials and construction practices that allow for materials to be recycled after the end of their lifespan/use [PM_40_20_85]

g) maximises the use of products that protect occupants' health and promote a healthy learning environment e.g., toxicity and off-gassing of materials (air quality) [PM_40_20_85]

h) considers the whole life cycle embodied carbon of materials used [PM_40_20_85]

i) considers qualified user control (i.e., to allow people to control their own environment at will - linked to people's psychological well-being). [PM_40_20_85]

1.7.4.4 The Contractor shall design and build the facilities in accordance with 'BS EN ISO 14001' and shall prepare operational plans for the Employer to operate facilities that record all targets for the key aspects of environmental performance, as identified in this GDB and the Technical Annexes. [PM_10_20_90]

1.7.5. Functionality

1.7.5.1 The Buildings, grounds, FF&E and ICT Infrastructure provided by the Contractor shall provide an environment which supports the generic educational drivers outlined in Section 1.8. [PM_35_10_32]

1.7.5.2 The design shall meet the requirements given in Educational Drivers in the SSB, taking account of the age ranges of the pupils and of the constraints of each School Site and of any Buildings on the Site prior to the Works. [PM_35_10_32]

1.7.5.3 The design shall by coordinated fully integrating, structure and fabric, Building Services, ICT Infrastructure, and FF&E. [PM_35_10_32]

1.7.6. Future Proofing

1.7.6.1 New Buildings and grounds and any new FF&E and ICT Infrastructure shall be designed, constructed or procured so that later changes can be achieved easily and cost-effectively. [PM_10_20]

1.7.6.2 These would be in response to changes in curriculum priorities, organisation, technology and, where required in the SSB, pupil numbers. Essential changes in room sizes shall be achievable in the future without major building work. [PM_10_20]

1.7.6.3 Works delivered within the Project Brief shall not negatively impact the vision for the future as detailed within the Strategic Brief. [PM_10_20]

1.7.6.4 All systems shall be appropriately designed and installed to allow for future developments in technology where appropriate. [PM_10_20]

1.7.7. Long Lasting

1.7.7.1 The Minimum Life Expectancy requirements outlined in the life-expectancy tables in this GDB shall be met to reduce the frequency at which the asset lifecycle replacement takes place for overall replacement of each element. [PM_35_10_47]

1.7.7.2 Where the Minimum Life Expectancy requirement is deemed to have a significant impact on capital expenditure which is disproportionate to the benefit, the Contractor shall propose the best value optimised solutions. [PM_35_10_47]

1.7.7.3 If an element is Replaced in a Refurbished Building, the Minimum Life Expectancy shall be met unless, and subject to agreement by the Employer, there are such constraints due to location, the adjacent elements or the sub-structure that make this impossible. [PM_35_10_47]

1.7.7.4 Any fitting, repairing or reusing of existing elements shall be carried out in accordance with Good Industry Practice and such elements shall have a reasonable life expectancy to be agreed with the Employer. [PM_35_10_47]

1.7.7.5 Where alternative Minimum Life Expectancy is proposed by the Contractor, this shall be accompanied by an assessment of how the disruption and impact on the operation of the School is balanced and justified against the overall whole life cost benefit to the School. [PM_35_10_47]

1.8. Educational Drivers

1.8.1. Overview

1.8.1.1 The design of each School shall take account of the educational drivers of this GDB and any School-specific educational drivers in the SSB. [PM_10_20]

1.8.2. Curriculum and Organisation

1.8.2.1 The design of any New Building shall provide enough adaptable space to be able to accommodate a range of learning scenarios, both now and in the future. [PM_10_20]

1.8.2.2 Any facilities provided shall support and encourage learning outside the formal timetable through innovative and thoughtful design, particularly in dining and social areas and any outdoor space. [PM_10_20]

1.8.3. Teaching and Pedagogy

1.8.3.1 The design of any Buildings and grounds shall create an environment conducive to effective teaching through the provision of:

a) ICT Infrastructure and building design that allows the provision of the best use of the ICT available now and in the future [SL_25_10]

b) designs that allow a range of potential furniture and equipment layouts and are well coordinated with equipment, ICT and Building Services [SL_25_10]

c) some internal transparency between the central circulation and teaching spaces so that users are visible to others in that Suite of Spaces [SL_25_10]

d) a design that allows users to engage and interact with the external environment, to create practical hands-on learning [SL_25_10]

e) a direct connection to the outdoors from Early Years classrooms, in Primary Schools, and from Special School classrooms where it is specified in the SSB. [SL_25_10_14]

1.8.4. Behaviour and Pastoral Care

1.8.4.1 The design of any Buildings and grounds shall create an environment that supports behaviour and pastoral care through the provision of:

a) entrance and circulation areas that allow space for safe and comfortable movement [Ac_25_90_60]

b) offices and staff workrooms that are located and designed to support passive supervision [Ac_25_90_60]

c) distinct Suites of Spaces that break down the scale of large buildings in Whole School Projects [Ac_25_90_60]

d) toilets that are positioned for easy access and to facilitate passive supervision. [Ac_25_90_60]

1.8.5. SEN and Disability

1.8.5.1 The design of any Buildings and grounds shall be provided such that a disabled pupil or pupil with SEN is not placed at a disadvantage in terms of access to teaching, learning and social spaces. [PM_40_20_42]

1.8.5.2 The SEN(D) facilities listed in Annex SS1 shall be provided, including any associated with Specially Resourced Provision or Designated Units, and to meet the requirements of the SSB. [PM_40_20_42]

1.8.5.3 The environmental design and the building fabric shall be appropriate to the needs of disabled pupils or those with SEN, and in particular any SEN or disability described in the SSB. [PM_40_20_42]

1.8.6. Health and Well-Being

1.8.6.1 An effective healthy indoor environment shall be provided where works are carried out by including the provision of:

a) natural daylight and electric lighting [PM_40_20]

b) a means of ventilation, using crossflow [PM_40_20]

c) thermal comfort, including heating and an overheating risk assessment and acoustics which are designed to support healthy and productive school settings. [PM_40_20]

1.8.7. Standards

1.8.7.1 All European Standards are to apply until replaced with new UK equivalent or updated standards. [PM_10_20_90]

1.8.7.2 Where local planning policies require any environmental certification, these elements shall be funded as a project abnormal and included within the SSB. [PM_10_20_26]

2. Buildings and Grounds

2.1. Overarching Requirements

2.1.1 This section provides the generic requirements for Buildings and grounds which apply to the Works in each School. [PM_10_20_82]

2.1.2 All elements of the Generic Design Brief (GDB) and the School-specific Brief (SSB) shall be considered and addressed. [PM_10_20_82]

2.1.3 Alternative approaches may be suggested to meet the Employer's Requirements. Any proposed changes or relaxations to these Employer Requirements must be recorded and approved via the change and derogation protocols as defined in the Contract. [PM_10_20_82]

2.1.4 Where the Project includes Supplementary Area, such as a residential facility, requirements for the Buildings and grounds set out in the School-specific Brief, including its Annexes, shall be met. [PM_10_20_82]

2.2. Site Plan

2.2.1. Overview

2.2.1.1 The design shall maximise the potential use of the Site, whilst dealing with any site-specific constraints. [PM_35_05_79]

2.2.1.2 Any New Buildings shall be located and orientated in a manner that creates suitable internal and external spaces and allows for possible future extensions. Reference shall be made to SS6 Schools-Specific Sustainable Estate Strategy. [PM_35_05_79]

2.2.1.3 The design shall prioritise the needs of pedestrians and cyclists balanced against the use of vehicles. All users shall be able to find their way safely and easily around Buildings and grounds in accordance with AD M and BS 8300:2018. [PM_10_20_90]

2.2.2. Site Layout

2.2.2.1 The layout of New Building(s) and external works on the Site shall:

a) ensure the safety and security of pupils, staff and visitors [PM_10_80]

b) provide clearly defined boundaries which discourage trespass and vandalism and, ensures good visibility to facilitate surveillance across the Site (within site constraints) [PM_30_10_80]

c) take account of the character of the area and topography of the Site, including its shape, contours and subsoil; and the local vegetation, ecology and micro-climate [PM_35_05_79]

d) take account of existing Utilities' service routes [PM_30_10_93]

e) orientate New Buildings on the Site to balance passive environmental design principles with site constraints [PM_35_40_84]

f) mitigate the effects of adverse environmental conditions, such as traffic noise and flooding, including any highlighted in the SSB [PM_35_40_30]

g) locate quieter activities away from noisier activities and neighbourhood noise, wherever possible [PM_35_05_79]

h) consider the needs of neighbours in close proximity [PM_35_05_79]

i) omit car parking and reduce car usage in line with the planning requirements and Section 3.2.2 of Technical Annex 2J [PM_35_40_84]

j) allow easy movement between changing rooms and outdoor PE facilities, where relevant in Secondary and Special Schools [PM_35_05_79]

k) protect existing Site features worthy of retention where desirable and practicable, including existing trees in accordance with BS 5837:2012 'Trees in relation to design, demolition and construction – Recommendations' [PM_35_05_79]

l) ensure the School estate promotes biodiversity and green infrastructure solutions, aligning with planning policy and environmental objectives. [PM_35_40_84]

2.2.3. Site Access

2.2.3.1 Where a New Building is constructed that shall affect existing access to the Site, or existing access to Existing Buildings on the Site, the appropriate requirements for site access set out in this section shall be met. [PM_60_10_50]

2.2.3.2 Design of a Whole School Project on an existing or new Site, shall:

a) ensure that there are no more than two easily controlled access points to each School Site, to be located to take account of pedestrian and vehicular routes adjacent to the Site (including public transport) and allow clear visual supervision for the School to manage the movement of pupils and visitors onto and off the School Site [PM_35_05_79]

b) comply with any requirements for site access control systems specified in the SSB [PM_10_20_90]

c) be accessible to all (to be reflected in the Access Statement that the Contractor provides) [PM_40_20_42]

d) ensure that all main access routes including roads, paths, ramps and entrances are clear, legible and fully negotiable by all people including those with limited mobility in accordance with AD M, BS 8300-1:2018, and BS 8300-2:2018 [PM_10_20_90]

e) ensure that all New Buildings and grounds are designed to include suitable guarding and barriers where there is a risk of falling, including pedestrian and vehicle barriers, and suitable requirements to prevent injury from (opening) doors and windows in accordance with AD K [PM_10_20_90]

f) provide a clear hierarchy of circulation routes with easily supervised and clearly identified entry points to the Buildings and signage directing visitors from the entry of the Site to the visitor's reception [PM_60_10_50]

g) ensure that entry/exit points for pupils are controllable either within the Building or within the overall Site [PM_60_70_75]

h) ensure that when a New Building is some way back from the public highway, road access for fire appliances (and other large vehicles i.e., waste collection) is provided, and that any entrances through which appliances may need to pass satisfy AD B requirements, and that there is adequate space to enable appliances to turn. [PM_10_20_90]

2.2.3.3 Where a Nursery playroom is provided, parents and/or carers shall be able to gain access to the Nursery to collect and drop off children without needing to access secured areas for safeguarding purposes (internal or external), including the Early Years Outdoor Class Space. [PM_10_20_82]

2.2.3.4 The access to any New or Refurbished Buildings or new external works shall provide for:

a) fire and emergency escape routes leading to safe places of assembly [PM_35_30_24]

b) access to and through soft landscape areas along defined pathways that do not require special footwear and are easily maintained [PM_35_05_79]

c) in Whole School Buildings, any all-weather surfaces being located so that users do not have to cross grass to reach them [PM_35_05_79]

d) separate and safe access for deliveries, maintenance vehicles and waste removal [PM_35_05_79]

e) safe and convenient access for pedestrians, cyclists and vehicles, including emergency vehicles, balancing the demands of different users and keeping vehicular movement within the grounds to a minimum, and as far as possible separate from pedestrian routes (on existing sites, the Works shall maintain or improve the accessibility for emergency vehicles on and around the Site) [PM_35_05_79]

f) relevant adjustments for pupils with SEN(D) when designing access routes to accommodate their specific needs, particularly as some pupils with these needs are likely to be less aware of traffic risks and may not see or hear vehicles [PM_40_20_42]

g) suitable access around the Building for maintenance of the grounds and building façade. [PM_80_10_50]

2.3. Internal Space

2.3.1. Overview

2.3.1.1 The New and Refurbished Buildings shall provide all the teaching, support and other spaces specified in Annex SS1, to suit the School's curriculum and organisation for the number of pupil places planned. [PM_10_80]

2.3.1.2 All spaces shall be the right size, proportions and specification for their functions, as defined in Annex SS1. [PM_10_80]

2.3.1.3 The design of any internal spaces in a Mainstream School shall comply with the guidance in Building Bulletin 103: 'Area guidelines for mainstream schools' (BB103). [PM_10_20_90]

2.3.1.4 The design of any internal spaces in a Special School, AP, Designated Unit or SRP shall comply with the guidance in Building Bulletin 104: 'Area guidelines for SEND and alternative provision' (BB104). [PM_10_20_90]

2.3.1.5 Internal spaces shall meet the requirements below:

a) The total Net Area of the School, and the total non-net and Gross Area of the project shall be at least the minimum required in BB103 and BB104 for the number and age range of the pupil places. [PM_10_20]

b) The Gross Area shall include any plant space for boiler rooms, tanks and electrical supply equipment (typically in the plant room), distribution boards, risers, flues, downpipes, vertical ducts, server rooms and hub rooms, as listed in Annex SS1. [PM_10_20]

c) The total area for Outbuildings and enclosures, listed in Annex SS1, is an indicative area to provide for external storage and to house central air handling plant (including heat pumps, heat exchangers and ductwork). It is additional to the total Gross Area in Annex SS1 or in BB103 or BB104 (in line with BB103 guidance on plant area that states' 'further area shall generally be needed if ventilation plant, chimneys or sprinkler tanks are included in the Gross Area of the building'). [PM_10_20]

d) The area of Outbuildings and enclosure area provided for outdoor storage and the plant area shall provide secure protection from weather and wildlife. [PM_10_20]

2.3.1.6 In a Whole School Project, the Building layout shall allow the School to be used outside of Core Hours. [PM_10_20_82]

2.3.1.7 The fire strategy shall consider the risks associated with community/third party users and occupants unfamiliar with the Building. As a minimum, security systems, fire alarm systems, heating and cooling shall be zoned so that the following are provided with separate zones:

a) Sports facilities, including change areas and toilets. [PM_80_50_30]

b) Assembly hall, including any catering facilities and toilets. [PM_80_50_30]

c) Any other spaces as identified in the SSB e.g., Nursery, community and before and after school clubs. [PM_80_50_30]

2.3.2. Organisation and Layout

2.3.2.1 Spaces in New Buildings or Remodelled Areas shall be located so that there is a clear spatial diagram for the Building that is appropriate for the curriculum and organisational requirements of the School, as set out in the SSB. [PM_10_80]

2.3.2.2 Spaces shall be linked by well organised circulation space that suits the likely movement and numbers of pupils. [PM_10_80]

2.3.2.3 The layout of New Buildings shall have the right balance and distribution of space, in line with SS1 School-specific SoA and ADS and any other requirements in the SSB. [PM_10_80]

2.3.2.4 Each School shall comprise appropriate Suites of Spaces depending on the type of school, arranged as indicated in Annex SS1 and Annex SS7, avoiding small independent groups of rooms wherever possible. Any exceptions to this generic requirement, including Partial School Projects, are identified in the SSB. [PM_10_80]

2.3.2.5 Suites of Spaces shall be designed to accommodate the model of education that the School is proposing in the SSB, in particular:

a) Each Suite of Spaces shall provide the right number of spaces [PM_10_80]

b) Each suite of Teaching Spaces, other than an assembly hall and performance spaces or heavy Practical Teaching areas, shall be adjacent to similar spaces wherever possible. [PM_10_80]

2.3.2.6 In a Whole School Project, the possibility of future changes shall be considered, including the following:

a) Each suite of Teaching Spaces shall be able to be linked to, or expanded into, an adjacent suite of Teaching Spaces in the future. [PM_10_80]

b) The configuration of spaces shall be able to expand, contract and be reformed in as many ways as is economically feasible. [PM_10_80]

2.3.2.7 All spaces provided shall be accessed from an adjacent circulation area, except store rooms and (where appropriate) toilet and hygiene facilities that are accessed directly from learning spaces or as stated otherwise in the SSB. [PM_10_80]

2.3.2.8 Columns and piers shall meet the following requirements:

a) No column or pier shall compromise the use of any space or the efficient layout of FF&E within the space. [PM_10_80_75]

b) Where columns or piers are unavoidable in Teaching Spaces they shall be against or within a wall or, where benches are provided, within the benching zone. [PM_10_80_75]

c) There shall be no columns or piers in assembly halls, sports halls or any activity studio, drama studio or dance studio. [PM_10_80_75]

d) Where columns and piers are unavoidable in circulation spaces they shall be located and constructed to minimise any hazard created e.g., through chamfering the sides from the walls. [PM_10_80_75]

2.3.3. Dimensions and Proportions

2.3.3.1 The Net Area of any space shall be at least that required in Annex SS1, excluding:

a) The area of any through-circulation to adjacent spaces (as specified in Section 2.3.3.17). [PM_30_10_22]

b) Any area outside of the orthogonal shape required in Section 2.3.3.7 that provides only circulation (i.e., a lobby without a second door). [PM_30_10_22]

c) The Net Area of any support area within the space such as coats and bags storage in a classroom. [PM_30_10_22]

2.3.3.2 Access to service risers within small rooms such as offices or stores shall not limit the required occupancy or furniture layout. [PM_10_80]

2.3.3.3 The proportions and dimensions of any stores provided, and the location of store doors, shall allow ergonomically appropriate access to all shelves and an efficient shelving layout. [PM_30_10_22]

2.3.3.4 Where the space is in a Remodelled Area, the area of the space may be based on the existing size or on column centres. [PM_30_10_22]

2.3.3.5 Where the area required in Annex SS1 cannot be achieved in a Remodelled Area, Teaching Spaces shall be within 10% of the minimum recommended area for that type of space. [PM_30_10_22]

2.3.3.6 In a Remodelled area, the total area of non-teaching spaces shall be as required in Annex SS1, although the number of spaces may be different. Non-net Areas, such as circulation, shall be in line with the dimensions given in this section, where possible. [PM_10_80]

2.3.3.7 All spaces shall be an appropriate shape as well as size to accommodate the Employer's Requirements. [PM_10_20]

2.3.3.8 In New Buildings and Remodelled Areas, any Teaching Spaces specified in Annex SS1 shall be no narrower than to allow a ratio of 2:1 in either direction and, (except those for Early Years, infants and SEN), be rectangular in plan. [PM_30_10_22]

2.3.3.9 The proportion of other spaces shall be orthogonal and be suitable for the required activities to take place. [PM_30_10_22]

2.3.3.10 In New Buildings, spaces shall be at least the minimum depth shown in Annex 1A and 1B and Annex SS1. Teaching Spaces shall be based on the following depths (from the inside face of the external wall to the internal face of the opposite wall) to optimise the functionality of the space and facilitate future adaptation:

a) for assembly halls and 'large spaces', as defined in Annex 1A, a depth of 10m if over 90m², 12.45m if over 180m² or 2.5.3.1 if over 300m² [PM_30_10_22]

b) for any spaces between 27m² and 140m², a depth of 7.8m. [PM_30_10_22]

2.3.3.11 Where the Contractor proposes alternative dimensions, the functionality shall be demonstrated with an FF&E layout. [PM_35_10_32]

2.3.3.12 The proportions of any performance space shall allow the audience a clear view of the performance area. [PM_30_10_22]

2.3.3.13 Each space shall have at least the minimum open height and minimum clear height specified in Technical Annex 1A and 1B and School Specific Annex SS1. All key occupied spaces shall be designed to accommodate cross ventilation. For New Buildings as set out below:

a) for all basic Teaching Spaces (except food rooms) and all staff rooms, learning resource area, dining and social spaces and prep rooms between 27m² and 140m²: a minimum open height of 3.3m, and minimum clear height of 2.7m [PM_30_10_22]

b) for food rooms a minimum open height of 2.7m and a minimum clear height of 2.7m [PM_30_10_22]

c) for rooms below 27m²: a minimum open height and a minimum clear height of 2.4m [PM_30_10_22]

d) for all drama studios and dance studios: a minimum clear height of 4.5m [PM_30_10_22]

e) for all main assembly halls and activity studios a minimum clear height of 5.0m, or 6.9m if 180m² or over [PM_30_10_22]

f) for all Secondary sports halls and indoor climbing wall space: a minimum clear height of 7.5m, or 6.9m if less than 300m², unless specifically stated otherwise in the SSB. [PM_30_10_22]

2.3.3.14 The minimum open height above shall be from the finished floor level to the underside of the ceiling or soffit. The minimum clear height shall be from the finished floor level to the underside of the ceiling, where appropriate, or any acoustic baffles, lighting rafts or air handling unit below the soffit. [PM_10]

2.3.3.15 Isolated elements such as individual light fittings, sprinkler heads, fire and smoke detectors, beacons, public address and voice alarm speakers, PIR sensors, grilles, diffusers, and Wi-Fi points can protrude up to 150mm below the ceiling at the minimum clear height, except in Design and Technology, PE spaces and indoor dining rooms, where the

open height specified above or in Annex 1A and 1B and Annex SS1 shall be the clear height. [PM_30_10_22]

2.3.3.16 A bulkhead can protrude below the ceiling line to 150mm below this height if it covers no more than 25% of floor area within the space. Any acoustic baffles, lighting rafts or air-handling units below the open height shall not protrude beneath the clear height and shall not cover more than 40% of floor area within the space, including any bulkheads. [PM_30_10_22]

2.3.3.17 In New Buildings and Remodelled Area the minimum clear width of any main circulation corridor shall be:

a) 1.8m in any Mainstream Primary School [PM_30_10_22]

b) 2m in any Ambulant Special School or Alternative Provision if pupils need more 'personal' space [PM_30_10_22]

c) 1.9m in Mainstream Secondary Schools where access to Teaching Spaces is on one side only [PM_30_10_22]

d) 2.4m in Mainstream Secondary Schools where access to Teaching Spaces is on both sides [PM_30_10_22]

e) 2.2m in any non-ambulant Special School [PM_30_10_22]

2.3.3.18 The clear width shall:

a) be measured between walls and any permanent projections (such as a radiator) or the balustrade to voids, excluding skirtings and small electrical fittings [PM_30_10_22]

b) be unobstructed by opening doors e.g., from an accessible toilet [PM_30_10_22]

c) exclude any Net Area required for lockers to a minimum depth of 0.6m on one or both sides [PM_30_10_22]

d) exclude any other Net Area immediately adjacent to the circulation route, including open-plan areas, the space in front of reception desks and space for coat hooks or wheelchair storage, to the minimum width specified in the School-specific ADS [PM_30_10_22]

2.3.3.19 Minimum circulation widths including allowance for lockers or coats and bags storage shall be as shown in Table 3. [PM_30_10_22]

Type of School / AP	No lockers (mm)	Lockers on one side (mm)	Lockers on both sides (mm)
Primary Schools and AP	1800	2400	N/A
Special Schools and AP where pupils need more personal space	2000	2600	N/A
Secondary Schools with Teaching Spaces off one side of circulation	1900	2500	3100
Secondary Schools with Teaching Spaces off both sides of circulation	2400	3000	3600
Non-ambulant special schools	2200	N/A	N/A

Table 3 Minimum widths of Main Circulation Routes (mm)

2.3.3.20 The circulation in New Buildings and Remodelled Area shall also:

a) allow for increased traffic flow at the entrances to stairways, assembly halls and indoor dining rooms such that congestion is avoided at peak times [PM_10_20]

b) allow for corridor doors to be held open to provide the required opening width, as specified in Technical Annex 2D. [PM_10_20_90]

2.3.3.21 In New Buildings and Remodelled Area, secondary circulation routes leading from a main circulation route to habitable spaces shall have a minimum clear width of:

a) 1.2m where there is an access route through a space to another room and a 'strip' of circulation is discounted from the usable Net Area of the space [PM_30_10_22]

b) 1.2m if leading to one or two spaces totalling up to 60m² or less [PM_30_10_22]

c) 1.5m if leading to any Suite of Spaces that only include learning resources, staff, administration, or store rooms less than 45m² each [PM_30_10_22]

d) 1.8m in a non-ambulant Special School. [PM_30_10_22]

2.3.3.22 Where lifts are provided, the clear landing dimensions required by AD M at each level shall not reduce the minimum width requirements for circulation within the lift's vicinity, and internal finishes shall be suitable for School use. [PM_10_20_90]

2.3.4. Suites of Spaces

2.3.4.1 In a Whole School Project, the School shall be designed to a standardised approach involving a number of Suites of Spaces, each of which shall contain different types of space. [PM_10_80]

2.3.4.2 In a Partial School Project, each Building shall accommodate the Suites of Spaces described in the SSB. The Suites shall vary depending on the type of school. [PM_10_80]

2.3.4.3 Whole School Projects for Primary Mainstream Schools shall provide the following Suites of Spaces, unless specified otherwise in the SSB:

a) Early Years classrooms or playrooms and associated stores, cloakrooms, staff and kitchenette area and toilets [PM_10_80]

b) Infant classrooms and associated stores and toilets [PM_10_80]

c) Junior classrooms, associated stores and primary Practical spaces [PM_10_80]

d) Assembly hall, activity studio and/or indoor dining room, associated storage and the kitchen suite [PM_10_80]

e) Administration and main entrance [PM_10_80]

2.3.4.4 Whole School Projects for Secondary Mainstream Schools shall provide the following Suites of Spaces, unless specified otherwise in the SSB:

a) Classrooms and associated storage and staff spaces for subject departments such as mathematics, English, humanities and MFL [PM_10_80]

b) Practical Teaching Spaces and associated storage, prep spaces and staff spaces for subject departments such as art, science and D&T [PM_10_80]

c) Music rooms, music and drama classrooms and associated storage and music practice rooms [PM_10_80]

d) Assembly hall, drama studio and associated storage [PM_10_80]

e) Indoor dining rooms and kitchen suite, as well as any outdoor dining areas required in Annex SS1 [PM_10_80]

f) Indoor PE (usually including a sports hall), associated storage and changing rooms [PM_10_80]

g) Administration and main entrance. [PM_10_80]

2.3.4.5 Whole School Projects for Special Schools and Alternative Provision shall provide the following Suites of Spaces, unless specified otherwise in the SSB:

a) Classrooms and associated storage and small group rooms and/or calming spaces, often for different Key Stages [PM_10_80]

b) Practical Teaching Spaces (for food, science etc.) and associated storage [PM_10_80]

c) Assembly hall, activity studio and/or indoor dining room, associated storage and the kitchen suite [PM_10_80]

d) Administration and main entrance. [PM_10_80]

2.3.4.6 In any Whole School Project, there shall also be a number of Balance Areas not included in the Suites of Spaces, including library (or Learning Resource Centre), SEN resource areas, medical spaces, therapy spaces and toilets. [PM_10_80]

2.3.4.7 Where a Designated Unit or Specially Resourced Provision is described in the SSB as part of a Mainstream School, there shall be a further Suite of Spaces for additionally resourced SEN(D) pupils listed on Annex SS1. [PM_10_80]

2.3.4.8 The following requirements shall be met in conjunction with any more detailed requirements set out in Annex SS1 and the SSB:

a) In Secondary Schools, staff accommodation within teaching Suites of Spaces, such as workrooms and pastoral offices, shall be located to facilitate passive (informal) supervision of the suite and preferably any space outside toilets. [PM_10_80]

b) Teaching storage in any Suite of Spaces (in addition to local storage in furniture) shall be designed to be in secure, enclosed and separate store rooms of the area required in Annex SS1, except in Primary and Special School classrooms where the teaching storage opening off the classroom may be in a storage bay, provided

it is divided by a curtain and the area is additional to that of the classroom itself. [PM_10_80]

c) Storage space shall be provided for personal items, such as coats and bags, Mobility Equipment and other appliances. These spaces are identified in Annex SS1 and shall be additional to, and not impede, circulation space, although they will often be directly 'off' the circulation route. [PM_10_80]

d) In a Special School a convenient and secure store shall be provided for Mobility Equipment, where listed in Annex SS1. [PM_10_80]

e) Any Suite of Spaces shall include an accessible toilet if the Suite of Spaces is in a separate building or some distance from other toilet provision. [PM_10_80]

2.3.4.9 Assembly halls provided shall be designed to accommodate assemblies, religious worship and examinations, presentations, and activities for large groups such as projects for a year group and shall be able to be used outside the school day for events such as performances and parent evenings. [PM_10_80]

2.3.4.10 In New Buildings the Contractor shall also consider the following points:

a) Classrooms, General Teaching and Practical Teaching Suites of Spaces, together with differing levels of support spaces, need to be accommodated within adaptable zones. These zones shall have a depth of 7.8m (from internal face of external wall with windows to internal wall) and an uninterrupted length such that a number of rooms of differing sizes and types can be accommodated. [PM_10_80]

b) Classrooms, General Teaching and Practical Teaching spaces shall be standardised sufficiently so that the function of these spaces can be altered to suit changes in pupil numbers or curriculum need, without structural change. [PM_10_80]

2.3.5. Classroom Suites (Primary Mainstream)

2.3.5.1 Any classroom suites for a Mainstream Primary School shall comprise classrooms and Practical Teaching spaces as listed in Annex SS1. [PM_10_20_90]

2.3.5.2 Where classroom suites include the option of shared teaching areas, they shall be able to accommodate a broad range of teaching activities. [PM_10_80]

2.3.5.3 Classroom suites shall be designed to suit the age range of the pupils using them. [PM_10_80]

2.3.5.4 The requirements for services are specified in Annex 1A and Annex SS1, but shall typically include power, ICT Infrastructure and water. ICT Infrastructure locations shall be designed in conjunction with the Employer and the Trust to support the equipment to be installed. [PM_10_20]

2.3.5.5 Any classroom suite provided shall include, unless specified otherwise in Annex SS1:

a) Storage space for coats and bags [SL_90_50_19]

b) Storage for Teaching Resources, directly off the classroom [SL_90_50_18]

c) In suites for Early Years, supervisable toilets and (where included in Annex SS1) a hygiene room, immediately adjacent to classrooms [SL_35_80]

d) Small group rooms - discrete, enclosed, quiet spaces for learning support within easy reach of classrooms [SL _25_75_80]

e) Direct access to Early Years Outdoor Class Spaces for Nursery and Reception pupils [SL_25_10_61]

2.3.6. General Teaching Suites (Secondary Mainstream)

2.3.6.1 Any Suites of General Teaching Spaces provided for a Mainstream Secondary School shall accommodate a range of General Teaching activities and subjects and provide a registration base. [PM_10_80]

2.3.6.2 Any General Teaching suite provided shall include, unless specified otherwise in Annex SS1:

a) General Teaching Stores, close to the General Teaching Spaces [SL_90_50_87]

b) A staff work room, typically Department based [SL_90_20_86]

2.3.6.3 Any sixth form provision provided shall meet any requirements described in the SSB and as shown in Annex SS1. [PM_10_20_90]

2.3.6.4 Some Schools with a sixth form (usually those with a large post-16 cohort) shall have a distinct General Teaching suite accommodating teaching and study activities as well as providing a registration, and perhaps, social base for sixth form pupils. More commonly, sixth form seminar rooms shall be distributed around the General Teaching suites with study areas attached to the library. Where the SSB requires a distinct sixth form General Teaching suite, it shall be supported by storage and toilet facilities. Alternatively, sixth form seminar rooms shall be distributed around the General Teaching suites with study areas attached to the Learning Resource Centre. [PM_10_80]

2.3.7. Classroom Suites (Special and Alternative Provision)

2.3.7.1 Any classroom suites in a Special School or Alternative Provision shall comprise the Teaching spaces listed in Annex SS1. [PM_10_20_90]

2.3.7.2 If required in the SSB, a School with Secondary-age pupils shall have a distinct Practical Teaching suite (see Section 2.3.9). [PM_10_80]

2.3.7.3 Any classroom suites shall be designed to suit the age range of the pupils and their SEND as described in the SSB. [PM_10_80]

2.3.7.4 The requirements for services are specified in Technical Annex 1B and Annex SS1, but shall typically include power, ICT Infrastructure and water. ICT infrastructure locations shall be designed in conjunction with the Employer and the Trust to support the equipment to be installed. [PM_10_20]

2.3.7.5 Any classroom suite provided shall include the following support spaces, unless specified otherwise in Annex SS1:

a) Storage space for coats and bags and, where required, Mobility Equipment or other aids [SL_90_50]

b) General Teaching Stores, close to the classroom or, if required in the SSB, adjacent [SL_90_50_87]

c) Small group rooms - discrete, enclosed, quiet places for learning support, behaviour management or private counselling - within easy reach of classrooms or, if required in the SSB, adjacent [SL _25_75_80]

d) Direct access to Early Years Outdoor Class Spaces for Nursery and Reception pupils and, if required in the SSB, for older pupils. [SL_25_10_61]

2.3.8. Practical Teaching Suites (Secondary Mainstream)

2.3.8.1 Any Practical Teaching suites for a Mainstream Secondary School shall comprise Practical Teaching Spaces listed in Annex SS1 which shall be serviced, at least with power and water, as identified in Annex 1A. [PM_10_20_90]

2.3.8.2 Practical Teaching Spaces in New Buildings and Remodelled Area shall have the shape and proportions to allow flexibility in the range of possible FF&E layouts. [PM_10_80]

2.3.8.3 Practical Teaching Spaces provided shall have enough space around FF&E for pupils to work safely, according to the requirements of Technical Annex 3. [PM_10_20_90]

2.3.8.4 Practical Teaching Spaces shall be designed to meet any requirements in Annex SS1 School-specific SoA and ADS and to support safe practices. [PM_10_80]

2.3.8.5 Any Practical Teaching suite shall include the following support spaces, unless specified otherwise in Annex SS1:

a) Teaching stores (additional to storage in furniture in the room itself) adjacent to the Practical Teaching space, for resources and (where specified in Annex SS1) for work in progress [SL_90_50_87]

b) Preparation/storage rooms to service science, D&T workshops and food rooms [PM_10_80]

c) Learning resource spaces such as kiln rooms (kilns shall not be in the teaching space itself) and small group rooms. [PM_10_80]

2.3.8.6 Any Practical Teaching Spaces provided for working with wood, metals, plastics and other materials shall have Local Exhaust Ventilation, in accordance with the requirements of Technical Annex 2F on Local Exhaust Ventilation (LEV) systems and Annex SS1. [Ss_65_40_33_48]

2.3.8.7 Any Suite of Spaces provided for science shall have centrally positioned preparation room(s) on each floor, facilitating the convenient delivery of hazardous materials and to reach all science teaching spaces. [SL_25_80_75]

2.3.8.8 The location of science preparation room(s) shall not limit the adaptability of laboratories. [SL_25_80_75]

2.3.8.9 Separate, secure storage shall be provided for hazardous chemicals and other dangerous material, in a dedicated chemical store adjacent to and accessed from the science preparation room. [SL_90_50_13]

2.3.8.10 Any central science preparation room shall be provided with a fume cupboard of the ducted type, fixed in position. [Pr_60_65_31_76]

2.3.8.11 Any fume cupboards provided in science laboratories and studios shall be ducted but able to be pulled out from the wall on flexible connections for demonstration purposes. [Pr_60_65_31_76]

2.3.8.12 Fume cupboards shall be provided in the ratio 1 per 3 science laboratories and/or science studios, rounded up, and meet the ventilation requirements in Technical Annex 2F. [PM_10_20_90]

2.3.8.13 Any storage for D&T or engineering workshops provided shall be in a preparation room designed for safety, such that materials can be delivered, stored and cut to size. [SL_25_80_22]

2.3.8.14 The preparation room for D&T or engineering workshops shall be located to allow easy and level access to the Practical Teaching Spaces it serves. [SL_25_80_22]

2.3.9. Practical Teaching Suites (Secondary Special)

2.3.9.1 Practical Teaching suites in a Special School or Designated unit with secondary-age pupils shall comprise Teaching Spaces listed in Annex SS1 and shall be designed to suit the range of SEND at the School. [PM_10_20_90]

2.3.9.2 Where there are pupils working to a mainstream curriculum, the Practical Teaching Spaces shall require services and specialist furniture and equipment similar to a Mainstream School. [PM_10_20]

2.3.9.3 Practical Teaching Spaces provided in Special Schools, Alternative Provision or Designated Units shall have the flexibility to accommodate an individual's specialist equipment where necessary; and the adaptability to be used in other ways in the future. [PM_10_20]

2.3.10. Music Suites (Secondary Mainstream)

2.3.10.1 Any Music suites shall include (unless specified otherwise in Annex SS1):

a) secure instrument storage positioned to allow access from a circulation area [SL_90_50_27]

b) music practice rooms easily accessed and supervised from the main music rooms [SL_25_75_55]

c) one large music practice room, designed to accommodate a drum kit, located to minimise disturbance and directly accessible from a circulation area. [SL_25_75_55]

2.3.11. Hall and Performance Suites (Secondary Mainstream)

2.3.11.1 In any Whole School Project for a Secondary School, an assembly hall and performance suite shall be provided, easily reached from the main entrance and reception, dining and kitchen suite and other support spaces. [PM_10_20]

2.3.11.2 Any assembly hall and associated support spaces for secondary pupils shall include, unless specified otherwise in Annex SS1:

a) a main assembly hall with either retractable bleacher seating and a floor-level performance area or a floor-level seating area and a permanent raised stage area (unless specified otherwise in the SSB; any Secondary School of less than 900 places shall be provided with a stage and any Secondary School of 900 places or more shall be provided with retractable bleacher seating) [SL_25_10_05]

b) an adjacent smaller teaching space for drama which can be used as a 'green room' for the hall, typically the drama studio [SL_25_10_24]

c) storage spaces for equipment, furniture and costumes, which may be positioned to act as an acoustic buffer and lobby between the hall and drama spaces [SL_90_50]

d) an adjacent lighting and audio control space which provides a view over the performance area and, if accessed from within the hall, is accessible when the bleacher seating is retracted. [SL_40_65_47]

2.3.11.3 The entrance doors from adjacent corridors into halls (and any spaces used for performance) shall be central to the side walls of the space, between the audience and performance areas. [SL_25_10_05]

2.3.11.4 Doors to stores from hall and performance spaces shall typically be in the rear corners behind the performance area providing access via the stores to the adjacent drama space. [SL_90_50]

2.3.11.5 Any rooflights provided shall be coordinated with the layout of the hall, so they are not over the performance area. [Ss_30_30_72_72]

2.3.11.6 The main assembly hall shall accommodate the maximum occupancy given in Annex SS1 and the range of activities listed in Annex 1A including performance, assembly and exams. [SL_25_10_05]

2.3.11.7 The proposed furniture in a main hall shall be able to be manoeuvred into an adjacent store without difficulty. [SL_90_50_32]

2.3.11.8 The assembly hall shall:

a) be located so that the route to the hall is clear for parents and other visitors attending in order to aid wayfinding and maintain security [SL_25_10_05]

b) be zoned to allow for efficient heating and lighting systems, and to ensure security when other areas are not in use [SL_25_10_05]

c) be located such that large scale sets produced in the art and/or DT facilities can be easily brought into the hall [SL_25_10_05]

d) have appropriate sanitary provision including accessible facilities, in close proximity and in the same zone for easy access during after school events. [SL_35_80]

2.3.12. Dining and Kitchen Suite (including assembly halls in Primary, Special and AP)

2.3.12.1 The areas of space(s) provided for dining shall be as identified in Annex SS1 and shall be designed to accommodate any catering arrangements of the School set out in the SSB. [PM_10_20_90]

2.3.12.2 Any specific requirements given in the SSB, including whether dining shall be dispersed around the School rather than in a single location shall be accommodated. [PM_10_20_90]

2.3.12.3 Where required, the areas to be used for dining shall be designed to allow other functions to take place, with the internal environment designed to cater for any different activities specified in the SSB. [PM_10_80]

2.3.12.4 Where an assembly hall is used for a wide range of activities such as performance and PE, as well as dining (most often in a Primary School or a Special School), such spaces shall be designed to be able to accommodate all activities specified. [SL_25_10_05]

2.3.12.5 As well as responding to any specific requirements in the SSB, the design shall be developed to ensure that any area provided for dining shall:

a) in a Whole School Project, be easily accessible from all areas, conveniently positioned in relation to the kitchen and/or serving areas, and designed so that the space can be used during timetabled lessons without disturbing pupils who are working nearby [SL_40_20]

b) have sufficient circulation or other space next to the dining area for queuing and circulation at mealtimes, including for those using Mobility Equipment, without impinging on the dining tables [SL_40_20]

c) have an efficient layout with adequate seating capacity. [SL_40_20]

2.3.12.6 Where an indoor dining room is required in Annex SS1, it shall be designed so that there is adequate space for serving areas and (where required) till points to service the number of diners in any sitting, as given in Annex SS1 or SSB. [SL_40_20]

2.3.12.7 Where required in the SSB or Annex SS1, the indoor dining room shall be designed to facilitate the requirements for distribution of food to informal dining spaces in other areas of the School. [SL_40_20]

2.3.12.8 Where a separate indoor dining room or informal dining space is identified within Annex SS1, it shall be provided as a discrete space to the assembly hall to enable the two areas to be used separately, for different functions, such that the activities in one do not impinge on the requirements of the other space. [SL_40_20]

2.3.12.9 Any primary circulation within or across the indoor dining room (for instance from a corridor area to the main hall) shall not be part of the dining area provided, in accordance with the area required in Annex SS1. Main circulation routes shall not run between the serveries and the area set aside for eating. [SL_40_20_42]

2.3.12.10 Where specified in the SSB, parts of the overall dining spaces shall provide privacy for those that need it. [SL_40_20]

2.3.12.11 A specialist consultant shall be involved in the design of the main kitchen/catering area and associated areas including office, toilets, changing and staff areas. [SL_35_60_14]

2.3.12.12 The specialist consultant shall liaise with the School (and its catering provider) to determine the requirements. The kitchen suite shall have:

a) adequate but secure servicing access for deliveries of ingredients and equipment and disposal, recycling and collection of waste [SL_35_60_14]

b) the capability to prevent unauthorised access [SL_35_60_14]

c) minimal impact on the School's educational functions, including avoiding noises and limiting smells in adjacent areas [SL_35_60_14]

d) durable, hygienic, easily cleanable materials (see Annex 2D) [PM_10_20_90]

e) adequate ventilation (see Annex 2F) [PM_10_20_90]

f) best practice design as described in Annex 3 [PM_10_20_90]

g) a toilet for catering staff, with a lobby between the toilet and main kitchen area providing a changing area [SL_35_80_89]

h) a room or bay for catering staff to do admin work. [SL_20_15_59]

2.3.12.13 The kitchen shall be arranged so that its full length may be used by the servery. [SL_35_60_14]

2.3.13. Sports Hall Suite (Secondary Mainstream)

2.3.13.1 In any Whole School Project for a Secondary School, a sports hall shall be provided, along with other indoor PE spaces, such as an activity studio, as required in Annex SS1. [PM_10_20_90]

2.3.13.2 Any sports hall suite shall include changing facilities with showers for half a year group with equal and separate facilities for boys and girls in co-educational schools, located for easy access to internal and external sports spaces. In mainstream schools, the

number of shower cubicles shall be approximately one for every seven pupils in the maximum group to be accommodated in each changing room. [PM_10_80]

2.3.13.3 There shall also be accessible changing rooms for use by staff, as well as separate toilets nearby. In Special Schools there shall be an individual changing cubicle, with a shower, for every pupil in the largest class group size (typically 8). [SL_35_80_01]

2.3.13.4 Any sports hall shall be designed to allow examinations as well as sporting activities to take place, with the internal environment designed to cater for these different activities. [SL_42_40_82]

2.3.13.5 The sports facilities shall be designed to be accessed and used safely and easily by members of the community outside the school day. [SL_42_40]

2.3.13.6 Storage in PE and sport areas shall be designed to ensure that storage adjacent to the sports hall is easily accessible for storing large items of equipment. [SL_90_50_82]

2.3.14. Administration Suite

2.3.14.1 Any Whole School Project shall have an administration suite including accommodation for administration staff and some senior management, such as a general office and head teacher's office, centrally located yet close to the main entrance of the School and the reception area. [SL_20_15_27]

2.3.14.2 Other staff offices shall be located locally in teaching suites, as specified in Annex SS1 or SSB. [SL_20_15_59]

2.3.14.3 Any administration suite in a New Building or Remodelled Area shall include the general office and other spaces required in Annex SS1 for this suite. [SL_20_15_27]

2.3.14.4 The main entrance used by visitors shall provide a secure entry sequence which meets the following requirements:

a) The external doors lead into the entrance/reception area which accommodates a waiting area and space to access the reception desk, as well as the circulation route from the external doors to the internal doors leading into the School. [SL_20_15_71]

b) The confidential meeting (interview) room is directly accessible from the entrance/reception area, with an optional second door for staff use, providing this does not breach the Secure Line. The option of a second door would need to be appropriately assessed and agreed with the Employer. [SL_20_15_15]

c) The entrance/reception area is adjacent to the general office and linked by a reception desk staffed from within the office area but accessible to visitors to sign in, via a secure hatch. [SL_20_15_71]

d) The entrance/reception area and associated draught lobby is designed to ensure comfortable draught-free conditions and is separated from the rest of the School by doors which are remotely operated from the reception desk. [SL_20_15_71]

e) An accessible toilet for use by visitors is easily accessible from the entrance/reception area, either directly or (in smaller Primary Schools) close by, such that visitors can be easily escorted. [SL_35_80_03]

f) The entrance/reception is designed to accommodate displays and signage and generally create a welcoming and attractive appearance. [SL_20_15_71]

2.3.14.5 Any enclosed office with reception desk provided shall be designed such that:

a) there is a secure means of viewing the entrance from the general office [SL_20_15_27]

b) there is a first aid post or sick bay, for the short-term care of sick and injured pupils, adjacent to the general office for supervision, and with easy access to a toilet [SL_35_10_30]

c) the reception desk meets the recommendations set out in BS 8300:2018 [Pr_40_30_30_71]

d) there is an openable and lockable glazed screen into the reception area [Ss_25_10_35_35]

e) where the general office is designed for more than four staff, the reception desk provides one workstation which is acoustically and visually screened from the rest of the general office and the balance of space accommodates the number of staff specified in Annex SS1. [SL_20_15_27]

2.3.14.6 Access to service risers within staff rooms, offices and other administration spaces shall not limit the required occupancy or furniture layout. [PM_10_20]

2.3.15. Balance Areas

2.3.15.1 In a Whole School Project the design shall ensure that the School has the Balance Areas listed in Annex SS1 and described in Section 2.3.16 - 2.3.22. [PM_10_20_90]

2.3.16. Studios and small halls (Primary)

2.3.16.1 Where a music and drama classroom (studio) is provided in a Primary School, it shall be designed as a flexible space that can accommodate music and drama. [SL_25_10_54]

2.3.16.2 Where an activity studio (small hall), as defined in Annex 1A, is listed in Annex SS1, it shall be able to accommodate PE without apparatus and any other activities required by the SSB. [SL_25_10_01]

2.3.17. Library and Learning Resource Centre

2.3.17.1 Any Whole School Project shall include at least one school library, in a Primary or Special School, or one learning resource centre (LRC) in a Secondary School, positioned for easy access by all pupils. [SL_25_75]

2.3.17.2 Any library or LRC provided shall be additional to learning resource areas such as small group rooms, located locally in other Suites of Spaces. [SL_25_75]

2.3.17.3 Any library or LRC provided shall be designed:

a) to accommodate formal and informal learning including individual study (using ICT and printed material) and reading [SL_25_75]

b) such that the location and number of data points is as indicated in Section 4 and the School-specific Brief [PM_10_20_90]

c) to be accessible to all including those using Mobility Equipment [SL_25_75]

d) to provide good sight lines for easy supervision [SL_25_75]

e) to accommodate half a class (in a Primary School library). [SL_25_75]

2.3.17.4 In addition to the above, a Secondary School LRC shall be designed:

a) so that mezzanine areas are avoided, unless there is a specific purpose for them that can be utilised without needing supervision from the main area [SL_25_75_45]

b) to accommodate a whole class sitting at tables whilst part of the space remains a quiet area [SL_25_75_45]

c) to be adjacent to sixth form and other study areas, if required in the SSB [SL_25_75_45]

d) to have an adjacent secure store room [SL_90_50_77]

e) to have one entrance and exit, via a book security system. [SL_25_75_45]

2.3.18. SEND, Medical and Therapy Spaces

2.3.18.1 In any Whole School Project, medical and therapy facilities and support spaces shall be provided for SEND to include a SEN therapy/MI room and a SEND resource base and/or other small group rooms as required in Annex SS1 for small group and individual support work with pupils with SEND. These spaces should be located for easy access whilst maintaining privacy for pupils. [PM_10_20]

2.3.18.2 Any medical treatment (or medical inspection (MI) room provided shall be designed for the medical examination and treatment of pupils and shall include a sink. [SL_35_10_53]

2.3.18.3 The medical treatment (MI) room shall also be designed to enable therapy activities for pupils requiring this, when not required for its primary function. [SL_35_10_53]

2.3.18.4 The design of any Whole School Project for a Special School shall include, in addition to the above:

a) at least one therapy room for visiting therapists to see pupils and to carry out administrative tasks, with an equipment store and an accessible toilet/hygiene room nearby [SL_35_10_88]

b) at least one sensory room for light and sound therapy using specialist equipment. [SL_35_50_78]

2.3.18.5 In a Whole School Project for a Special School, provision shall be made for any additional spaces required in Annex SS1 or SSB, which may include:

a) a further therapy room (for instance for physiotherapy) which shall have an accessible toilet/changing room nearby [SL_35_10_88]

b) a soft play room which allows children to move without inhibition and fear of injury (the room should be fitted out by a specialist) [SL_40_05_81]

c) a quiet calming space (room) which provides a quiet place, with materials, fittings and finishes chosen to safeguard against self-harm [SL_35_50_69]

d) a medical treatment (nurse's room) which provides a hygienic environment and provides secure and appropriate storage for medicines [SL_35_10_53]

e) a hydrotherapy pool. [SL_35_10_39]

2.3.18.6 Where a hydrotherapy pool is provided it shall be designed and installed by specialists, in close consultation with the Employer. [SL_35_10_39]

2.3.18.7 Where a hydrotherapy pool is provided, it shall be safe and accessible and designed to minimise the risk of infection. The pool area design shall have:

a) changing rooms with showers from which pupils can move directly to the pool, with hoisted assistance [SL_90_20_13]

b) staff changing areas, adjacent to the pool [SL_90_20_13]

c) a separate pool plant room with a bunded area for chemical storage. [SL_90_90_64]

2.3.18.8 Pool design and water treatment and maintenance shall be in accordance with PWTAG, 'Swimming Pool Water, Treatment and Quality Standards for Pools and Spas' and the PWTAG Code of Practice. [PM_10_20_90]

2.3.19. Non-Teaching Storage

2.3.19.1 Central and secure lockable stores shall be provided where required in Annex SS1, for instance for cleaning materials and pupils' records. [SL_90_50]

2.3.19.2 Where there is storage for examination papers it shall be secure and meet relevant exam board criteria (Joint Council for Qualifications (JCQ) or equivalent). [SL_90_50_77]

2.3.19.3 In a Whole School Project or in any Project in which the relevant area is provided, the design shall identify the size and location of the external storage provision, including any Legacy storage identified in the SSB which can be re-used, to demonstrate that it shall provide easy access and be efficient to use. [PM_10_20]

2.3.19.4 Any store for medical gases shall be:

a) close to its point of use with clear access for delivery [SL_55_20_34]

b) clearly marked, ventilated in accordance with current safety standards, lockable and not vulnerable to vandalism [SL_55_20_34]

c) located at ground level, not underground (for example in a basement) [SL_55_20_34]

d) fitted with outward opening doors. [SL_55_20_34]

2.3.19.5 Specialist advice shall be obtained on the use and storage of medical gas cylinders where provided. [SL_55_20_34]

2.3.20. Toilets

2.3.20.1 In a Whole School Project or in any Project in which the relevant area is provided, the requirements for toilets stated in Annex 2A shall be met in addition to the following requirements:

a) The number of toilets shall be as listed in Annex SS1. [SL_35_80_89]

b) The statutory requirements for toilets and washing facilities included in the School Premises Regulations or Independent School Standards shall be met. PM_10_20_90]

c) The toilets shall be designed and fitted out to a standard that ensures privacy and discourages anti-social behaviour (including by use of mobile phone cameras) and vandalism. [SL_35_80_89]

d) Toilets shall be located to provide easy access by pupils and allow for informal supervision by staff, without compromising pupils' privacy. [SL_35_80_89]

e) Staff toilets shall be provided separately from pupils' toilets (except for shared accessible toilets) according to Annex SS1. [SL_35_80_89]

f) Where school facilities are used by the community, there shall be toilets accessible to community users without breaching School security. [SL_35_80_89]

g) On each floor, at least one of the toilets allocated for mainstream pupil use (i.e., not including accessible toilets) shall be designed and located so that it can be identified as gender-neutral for use by all pupils whilst ensuring pupil privacy. [SL_35_80_89]

2.3.20.2 In a Whole School Project, the School shall have sufficient toilets for disabled pupils, as specified in Annex SS1. [SL_35_80_89]

2.3.20.3 The School shall be designed such that any accessible toilet beyond the 'secure' line of the School shall be for the use of pupils and staff but not visitors (except after school hours). [SL_35_80_03]

2.3.20.4 Accessible toilets shall be designed to meet AD M. [SL_35_80_03]

2.3.20.5 In a Whole School Project every School shall have at least one hygiene room. In a Partial School Project, where the Project includes Nursery provision, or where it is required in the SSB, a hygiene room shall be provided. [SL_35_80_39]

2.3.20.6 In a Primary School an accessible toilet within a hygiene room can be counted as one of the accessible pupil toilets required. [SL_35_80_39]

2.3.20.7 The ceilings and/or walls and the supporting structure in hygiene rooms shall be designed to accommodate tracking for a hoist which can take the weight of a pupil (taking account of the age range at the school). [PM_35_20]

2.3.20.8 Sanitaryware should be as listed in Annex 2A. [PM_10_20_90]

2.3.20.9 Where a 12m^2 hygiene room is required (e.g., in a mainstream Secondary School), it shall be designed to meet Changing Places: 'The Practical Guide' and shall be located for easy access by pupils and community users after hours. Where the location cannot allow easy and secure access afterhours, an additional hygiene room shall be provided for community users (for example where the sports facility is in a separate block). [PM_10_20_90]

2.3.20.10 In a Whole School Project or in any Project in which toilets are provided, the following additional requirements shall be met in relation to toilet provision in Secondary Schools:

a) In toilet suites, hand-washing facilities shall be made visible by being located as a direct extension to the circulation space, separate from the cubicle area but without jeopardising privacy [SL_35_80_89]

b) At least one set of toilets shall be positioned to allow easy access from outdoor spaces which are used during lunch and break times and for sports events, as well as from indoor sports facilities and spaces used for examinations or performances. [SL_35_80_89]

2.3.20.11 In a Whole School Project or in any Project in which the toilets are provided, the following additional requirements shall be met in relation to toilet provision in Primary Schools:

a) Some toilets shall be easy to access from the playground. [SL_35_80_89]

b) Toilets for Reception and Nursery pupils shall be adjacent to or directly off the classroom, located for easy access and supervision from the classrooms and easily accessible from the playground. [SL_35_80_89]

c) Each group of toilets for Reception and Nursery pupils shall include one wider cubicle to allow staff to give assistance if required. [SL_35_80_89]

d) Where there is a Nursery, the hygiene room shall double as a 'wash-down' facility for Nursery pupils which is directly accessible both from the nursery classroom and the circulation space. [SL_35_80_39]

2.3.20.12 The following additional requirements shall be provided in relation to toilet facilities in Whole School Projects for Special Schools and Alternative Provision or

Designated Units, to meet the particular needs of the children at the School and the School's specified approach to managing toileting arrangements, as outlined in the SSB:

a) There shall be sufficient hygiene rooms, each with enough space for staff to assist and a range of sanitary equipment to suit the mix of pupil disabilities. [SL_35_80_39]

b) There shall be a toilet facility available on arrival into the School Building. [SL_35_80_89]

c) A unisex accessible toilet shall be provided close to the main entrance to allow a carer of either sex to provide assistance. [SL_35_80_03]

d) Extract ventilation shall be in line with the requirements in Annex 2F. [PM_10_20_90]

e) In all-age schools, there shall be separate facilities for primary-age and secondary-age children. [SL_35_80_89]

f) For Early Years pupils, toilets and hygiene area(s) shall be located directly off the classroom. [SL_35_80_89] and [SL_35_80_39]

g) There shall be a self-contained laundry, where specified in Annex SS1. [SL_30_60_47]

2.3.20.13 Accessible toilet and hygiene facilities in Special Schools shall be conveniently dispersed around the School, with suitable way-finding and clear sightlines. [PM_10_20]

2.3.21. Server Room and Hub Rooms

2.3.21.1 Refer to Section 4 for 'Server and Hub Rooms'. [SL_90_90_77]

2.3.22. Entrances and Circulation

2.3.22.1 The layout of any New Building shall be clearly organised and work efficiently to enable ease of circulation for pupils, visitors and staff, and to aid orientation and ease of movement to external areas, particularly in the event of an emergency. This shall be achieved through the design of the Building and not just rely on signage. [PM_10_20]

2.3.22.2 In designing any New Buildings, or carrying out works to relevant Remodelled Areas, the following requirements shall be met:

a) The main entrance shall be clearly defined, accessible and secure. [PM_10_80]

b) The Building shall provide shelter at principal entrances in line with AD M. [PM_10_20_90]

c) Unauthorised access to the main School Buildings shall not be possible beyond the main entrance lobby, with visitors being subject to access control operated from the general office. [PM_10_80]

d) The main entrance, any main pupil entrance, and any community entrance shall be through a draft lobby to avoid draughts and heat loss from the Building. [PM_10_80]

e) All New Buildings shall be fully accessible to all people including those with impaired movement or other disabilities, in line with AD M. [PM_35_50_01]

f) People with disabilities shall be able to use the same entrances and circulation routes as able-bodied users and sufficient space shall be provided on either side of doors to allow for operation by Mobility Equipment users. [PM_35_50_01]

g) Corridors shall be of a suitable width as defined in Section 2.3.3: Dimensions and Proportions. [SL_90_10_15]

h) Stairways shall meet the requirements of Section 2.6.5: Internal Stairs and Guarding. [SL_90_10_87]

i) All relevant fire legislation shall be adhered to, allowing safe egress from the Building in the event of a fire, taking account of any bag and coat storage pegs located off circulation areas (where this is agreed by the Employer). [PM_35_30_28]

2.3.22.3 In a multi-storey New Building, the design shall ensure that every space in the Building is accessible to all. [PM_35_50_01]

2.3.22.4 In a multi-storey Refurbished Building, all the pupils shall be able to access every type of space in the Building, to ensure that all the pupils have full access to the curriculum. [PM_35_50_01]

2.3.23. Passive Supervision

2.3.23.1 The design of New Buildings and Remodelled Areas shall allow for passive supervision, and the design of any New Buildings shall ensure that the following requirements are met:

a) Internal glazed screens are provided in staff work rooms and offices, as set out in Annex 2D. These shall be located to allow passive supervision of corridors and staircases. [PM_10_80_75]

b) Internal glazed screens are provided to all teaching or learning spaces, to give views into the teaching area and passive supervision to any parts of corridors or circulation where this cannot be achieved through staff work rooms or offices. [PM_10_80_75]

c) Unsupervised areas are immediately adjacent to (and visible from) main circulation routes, and close to staff areas where possible, including open washing areas in toilets, wheelchair/appliances bays, open lobby areas into the sides of halls, waiting areas in front of lifts and secondary corridors to smaller rooms. [PM_10_80]

d) Vision panels in the door leaf are provided as identified in Annex 2D. [PM_10_20_90]

e) Toilet suites are planned so that the hand-washing areas can be seen from the circulation space without jeopardising privacy. [PM_10_80]

f) Toilet areas for Early Years are visible from the teaching areas. [PM_10_80]

2.4. External Space and Grounds

2.4.1. Overview

2.4.1.1 The landscape design shall ensure that external spaces provided are as listed in Annex SS1 and meet the requirements in Technical Annex 2B, Technical Annex 1C, the requirements within this section and the SSB. [PM_10_20_90]

2.4.1.2 The design of external spaces in a mainstream school shall also follow the guidance in Building Bulletin 103: 'Area guidelines for mainstream schools' (BB103), where applicable. [PM_10_20_90]

2.4.1.3 The design of external spaces in special schools, AP, designated units or SRP shall also follow the guidance in and Building Bulletin 104: 'Area guidelines for SEND and alternative provision' (BB104), where applicable. [PM_10_20_90]

2.4.1.4 In a Whole School Project on a new or existing Site, the site layout shall be designed to:

a) provide a safe and attractive environment for children and young people, offering a variety of different settings for sports, outdoor teaching, social and recreational activities [PM_10_80]

b) provide secure play areas relative to the needs of the different age ranges of pupils and satisfying the School's safeguarding policies [PM_10_80]

c) provide facilities for physical and non-physical activities to meet pupils' needs [PM_10_80]

d) maximise opportunities for passive supervision, making positive use of overlooking, interaction and encounters with staff and other pupils [PM_10_80]

e) take account of climate change adaptation measures in planning transitional and external spaces, to reduce internal temperatures and provide outdoor shelter (traditional spaces include unheated atria, covered walkways, covered verandas and porches) [PM_40_20_85]

f) where required to achieve net zero carbon in operation, external structures shall have a dual purpose as defined in Technical Annex 2B. [PM_10_20_90]

2.4.1.5 Where any outdoor spaces required are to be sheltered, this can be provided by suitable vegetation as well as by structures. [SL_25_10_61]

2.4.2. Typical Organisation

2.4.2.1 In any Whole School Project, the following types of outdoor space shall be included, to accommodate the formal curriculum and the informal and social activities of pupils, as outlined in the SSB:

a) Outdoor PE including hard surfaced areas marked out for games such as netball and tennis, and soft surface sports pitches to meet the School's curriculum needs. [SL_42_15]

b) Informal and Social Areas, including soft grassed/planted areas, hard surfaced recreational space, areas for formal learning activities to meet the School's curriculum needs and Early Years Outdoor Class Space [SL_40_55]

c) Habitat Areas, including supervised spaces and resources for teaching and learning to meet the School's curriculum needs [SL_32_80]

d) Non-Net Site Areas; such as access areas (including emergency access), cycle routes, roads, delivery areas, and bin storage areas, drop-off and parking.

[SL_80_35_20], [SL_80_35], [SL_50_40_72], [SL_90_10_24], [SL_80_45_01] and [SL_80_45_59]

2.4.2.2 In any Partial School Project, outdoor space shall be provided:

a) to ensure appropriate access to the Buildings included in the Works, as defined in Section 2.2.3: Site Access [SL_80_35_63]

b) to replace or relocate any outdoor spaces or facilities affected or removed due to the proposed Works, including play equipment and outbuildings [SL_40_55]

c) to deliver an Early Years Outdoor Class Space adjacent to any Early Years classrooms provided where required in the Refurbishment Scope of Works (RSoW). [SL_25_10_61]

2.4.2.3 The layout of any external spaces should allow for some overlap in the use of these areas. For example, the spaces around hard surfaced games courts may be used for informal and social activities. [PM_10_80]

2.4.2.4 The design and layout of external areas shall follow any hierarchy of outdoor sports facilities identified in the SSB. [PM_10_80]

2.4.2.5 The design and layout of external areas shall provide for any facilities identified in the SSB for pupils with SEN, especially in Special Schools. [PM_10_80]

2.4.3. Outdoor PE

2.4.3.1 Hard-surfaced areas for games courts, and any adjacent or overlapping skills practice areas, shall accord with any requirements identified in Technical Annex 1C and the SSB. [SL_42_15_59]

2.4.3.2 Where several courts are provided, these shall be combined, wherever possible, into multi-use games courts. These shall have appropriate dimensions to suit a wide range of sports, as set out in Technical Annex 1C. [SL_42_15_55]

2.4.3.3 Where the SSB requires some sports to have a higher priority, this shall affect the markings and dimensions required. [SL_42_15_59]

2.4.3.4 Grass areas for pitches, athletics and multi-purpose PE shall meet the requirements in Technical Annex 1C and the SSB, and:

a) have sufficient pitch margins built into the design to ensure pupil safety and allow for some pitch locations to be moved annually to reduce wear [SL_42_15]

b) be designed and constructed to a standard that allows the use specified in the SSB for the School's year-round curriculum needs [SL_42_15]

c) be economic to maintain, with easy access for maintenance equipment (and for irrigation if needed) [SL_42_15]

d) be located and orientated to suit the activities [SL_42_15]

2.4.3.5 Artificial grass pitch surfaces shall be as specified in Technical Annex 1C and selected for ease of maintenance. The type of use will determine::

a) performance, safety and durability criteria [SL_42_15_04]

b) slip resistance and abrasiveness [SL_42_15_04]

c) wear resistance [SL_42_15_04]

2.4.3.6 Best practice for sub-structure preparation, cultivation, topsoil storage and placement, and for the alleviation of compaction during construction, shall be followed for all areas to be grassed. [SL_42_15]

2.4.3.7 Any grassed areas provided for PE shall be capable of sustaining both summer and winter pitches and overlapping Summer pitches, such as cricket and rounders, and athletics facilities such as running tracks. [SL_42_15]

2.4.3.8 Specialist advice shall be sought, for example an Agronomist, to ensure an adequate pitch construction is provided. [PM_10_20]

2.4.3.9 If new or extended pitches are provided to replace existing, they shall be designed and drained to be 'like for like'. [PM_10_20]

2.4.3.10 Pitches and courts that are going to be used by the community shall be sized in accordance with the relevant parameters detailed within Sport England 'Comparative Sizes of sports Pitches and Courts (Outdoor). [PM_10_20_90]

2.4.3.11 Pitches and courts that are going to be used by the community shall allow after-hours access in accordance with any requirements in the SSB and any Planning requirements. [SL_42_15]

2.4.3.12 Where any existing outdoor PE facilities are used by the community, the existing support facilities shall be retained, such as parking, access routes and lighting. [PM_10_20]

2.4.3.13 New or additional facilities including floodlighting shall be provided where required in the SSB. [PM_10_20_90]

2.4.4. Hard and Soft Informal and Social Areas

2.4.4.1 Any informal and social areas provided shall cater for pupils according to their age and needs. [SL_40_55]

2.4.4.2 The following areas shall be provided:

a) A School Playground, marked out for activities such as informal team games, with an enclosed area if ball games could cause harm to pupils in adjacent spaces. [SL_40_55_36]

b) Areas of shade for summer months which can be achieved through several existing mature tree canopies or a permanent shade structure which covers a similar area to the tree canopy. [SL_40_55]

c) Early Years Outdoor Class Spaces for Nursery and Reception class pupils, with direct access from classrooms or playrooms. [SL_25_10_61]

d) Supporting hard informal and social areas where required in the SSB, or where already provided in a Whole School Project, such as outside classrooms in Key Stage 1 (KS1) or outdoor dining space in Secondary Schools. [SL_40_55_36]

2.4.4.3 Playgrounds provided for a Mainstream School shall be laid out to avoid small enclosed spaces and areas that make supervision difficult. [PM_10_80]

2.4.4.4 School playgrounds shall be of a size and shape to accommodate a typical range of playtime games and allow supervisory staff to deal quickly with any instances of bullying or undesirable behaviour. [PM_10_80]

2.4.4.5 In Primary Schools in particular, playgrounds shall be accessed easily by pupils, but located so that activities do not disturb teaching in ground floor classrooms or in outdoor areas directly outside classrooms such as Early Years Outdoor Class Space. [PM_10_80]

2.4.4.6 External play equipment shall be provided where play equipment areas are required in Annex SS1 School specific SoA and ADS. [PM_10_20_90]

2.4.4.7 Any outdoor FF&E provided shall be positioned for ease of access and supervision, and to minimise the risk of theft and vandalism. [PM_10_80]

2.4.4.8 The specification and location of seating in social areas shall be as Technical Annex 1C and enable use by pupils with physical disabilities and be suitable for the age range. [PM_10_20_90]

2.4.5. Habitat Areas

2.4.5.1 In Whole School Projects, suitable outdoor spaces shall be included to provide various teaching and learning resources across the whole curriculum in accordance with any areas identified in the SSB, depending on the School's curriculum and the natural opportunities of the Site. [SL_32_80]

2.4.5.2 Any habitat areas provided (including meadowland, wildlife habitats, ponds, gardens and outdoor science areas) shall be fenced, such that they can only be accessed by pupils when supervised. [SL_32_80]

2.4.5.3 A portion of the habitat area shall not be developed but provide a framework to allow schools to develop parts of their grounds gradually in the future, with the participation of pupils. [SL_32_80]

2.4.5.4 Any planted areas shall as a minimum conserve (and enhance) biodiversity and be designed to allow site management without the use of hazardous pesticides. [SL_32_80]

2.4.6. Paths, Roads and Delivery Areas

2.4.6.1 The design shall ensure that:

a) any access roads and turning areas provided are of a width and geometry to ensure easy and safe access to all vehicle parking areas and delivery points without risking the safety of pupils, staff or visitors to the School [SL_80_35]

b) any pedestrian routes and cycle routes provided are clearly distinguished from vehicular access routes, and that they are obvious, well-lit and visible, with clear lines of sight [SL_80_35_63]

c) paths used for both pedestrians or cyclists are adequately dimensioned, and marked to show a separation [SL_80_35_63]

d) account is taken of any local requirements specified in the SSB. [SL_80_35]

2.4.6.2 In Whole School Projects or where required as part of a Partial School Project, access and turning facilities shall be provided to suit delivery and refuse vehicles, buses and cars for staff and visitors. [PM_10_20]

2.4.6.3 Appropriate advice shall be sought in respect of road widths, turning radii and construction from the relevant statutory bodies. [PM_10_20]

2.4.6.4 Roadways shall be arranged to eliminate reversing movements in the vicinity of pupils. [SL_80_35]

2.4.7. Drop-off and Bus Turn-around Provision

2.4.7.1 In Whole School Projects or where required as part of a Partial School Project, the design shall ensure that:

a) a clear drop-off point is provided at the main school entrance area that is acceptable to Highways and Planning Authorities [SL_80_10_94]

b) the boarding and disembarkation of school buses is sited away from other traffic movements [SL_80_10_94]

c) any pickup/drop off area is visible from the highway to enable drivers to estimate whether there is space for them to enter [SL_80_10_94]

d) car parking and the pick-up/drop off area are not the main features of the vista of the Site. [SL_80_10_94]

2.4.7.2 Whole School Projects for Special Schools, or a Mainstream School with a Designated Unit, shall have dedicated vehicle drop-off areas of a size and location to meet the School's arrangements set out in the SSB. [SL_80_10_94]

2.4.7.3 Non-ambulant Special Schools shall have covered access from the vehicle drop-off place to the pupil entrance. [SL_80_10_94]

2.4.8. Cycle Storage and Parking

2.4.8.1 Any cycle storage and parking areas shall be designed so that:

a) cycle storage is easily accessible to cyclists without crossing vehicular routes wherever possible and includes a means of securing bikes. [SL_90_50_17]

b) cycle storage is located so that it is overseen from buildings, ideally including from the school office [SL_90_50_17]

c) parking is segregated from other traffic movements [SL_80_45_59]

d) the number of parking spaces shall be minimised meeting any planning requirements and any other requirements specified in the SSB [SL_80_45_59]

e) the parking area is carefully positioned so as not to dominate the main arrival area and entrance points around the Building, while being open and visible, where possible, from the School [SL_80_45_59]

f) separate bays are provided for disabled users and visitors. [SL_80_45_01]

2.4.9. Outbuildings and Enclosures

2.4.9.1 In Whole School Projects or in any Project in which the relevant area is provided, external storage shall be provided, in simple, secure outbuildings giving protection from weather and wildlife, for the following:

a) External sports equipment, near to outdoor sports facilities if listed in SS1 School-specific SoA and ADSs [SL_90_50_82]

b) Examination furniture, where required in the SSB [SL_90_50_32]

c) Waste materials, including facilities for separation and recycling [SL_90_50]

d) External maintenance equipment [SL_90_50]

e) Combustible waste materials, securely located in accordance with relevant legislation. [SL_90_50]

2.4.9.2 Secure storage for goods and waste awaiting collection shall be positioned at least 10m from the outer walls of the Building or adjacent premises in a location that does not obstruct sightlines for pedestrians, drivers or cyclists and which negates the need to impede footpaths or roadways with temporary storage of bags or containers. [SL_90_50]

2.4.9.3 Where it is not possible to locate the secure storage 10m from the outer walls of the Building or adjacent premises, the design shall still comply with the fire safety management responsibilities of the Regulatory Reform (Fire Safety) Order 2005. [PM_10_20_90]

2.4.9.4 Any existing outbuildings or external storage used by the School that are affected by the Works shall be relocated or re-provided as part of the Works. [SL_90_50]

2.4.9.5 In Whole School Projects or where required as part of a Partial School Project, simple, secure enclosures giving protection from weather and wildlife, shall be provided for any plant. [SL_90_90]

2.4.10. Groundworks and Surfacing

2.4.10.1 A detailed soil condition analysis shall be undertaken of the areas to be used for outdoor PE to enable provision of pitches capable of sustaining both summer and winter use. [PM_30_20_33]

2.4.10.2 Specialist advice shall be sought to ensure an adequate pitch construction is provided. [PM_10_20]

2.4.10.3 Any hard-surfacing materials used shall meet the standards relevant to the proposed use. [PM_10_20_82]

2.4.10.4 Refer to Technical Annex 2B for suitable surfacing options for different external contexts. [PM_10_20_90]

2.4.11. Fencing, Balustrading and Guarding

2.4.11.1 Any fencing provided shall meet the standards relevant to the proposed use included in Technical Annex 1C. [PM_10_20_90]

2.4.11.2 Refer to Technical Annex 2B for suitable fencing options for different external contexts. [PM_10_20_90]

2.4.11.3 All external guarding provided shall meet the requirements of AD K and BS 6180:2011 'Barriers in and about buildings'. See Section 8.4 in Technical Annex 2B. [PM_10_20_90]

2.4.12. Minimum Life Expectancy

2.4.12.1 The Minimum Life Expectancy requirements set out in Table 4 shall be met. [PM_35_10_47]

Element	Element Name	Minimum Life Expectancy (Years)
External Space	Roads and paving	40
External Space	Fencing	15
External Space	Hard Surfaced play areas	20
External Space	External Furniture	10
External Space	Door Barriers	20

Table 4 Minimum Life Expectancy for external space

2.5. External Fabric

2.5.1. General Requirements

2.5.1.1 The design of both New Buildings and Renewed elements in Refurbished Buildings shall meet the requirements in Technical Annex 2C and the requirements within this section. [PM_10_20_90]

2.5.1.2 The external fabric and structure shall also meet the following requirements:

a) Robust materials and finishes are used that are resilient and durable and provide protection against potential malicious or physical abuse. [PM_35_10_25]

b) Fabric First principles are followed, through minimising the use of all resources, reducing the demand for energy and water use during the Works Period and in use, minimising waste and carbon dioxide emissions during the Works Period and in use, achieving low elemental U-values through insulation optimisation, and maximising air tightness. [PM_35_10_60]

c) Products and materials are used that comply with The Montreal Protocol and with British Standards or equivalent European industry standards as amended. [PM_10_20_90]

d) Designs are certified by an independent structural engineer and meet the requirements of Building Regulations AD A and BS EN Standards. [PM_10_20_90]

e) Certification is provided that the design has been carried out in accordance with Structural Engineering Eurocodes, their relevant National Annexes and the design recommendations in Annex A of BS EN 1991-1-7:2006. [PM_10_20_90]

f) For structurally insulated panel systems and other large panel wall systems, certification is required for:

1) hollow core beams spanning onto wall panels [PM_10_20_82]

2) prevention of progressive collapse for a Type iiB building [PM_10_20_82]

3) means of support for services to be fixed to timber roof cassettes. [PM_10_20_82]

2.5.1.3 Products and materials shall not be specified that:

a) are known within the UK and/or European Union at the time of specification to be deleterious to the environment, and/or health and safety, or diminish the durability of other structures, finishes, plant and/or machinery [PM_10_20_82]

b) are on the lists of banned materials available from the European Commission's Enterprise and Industry website (https://ec.europa.eu/commission/index_en) or the Health and Safety Executive (www.hse.gov.uk) website [PM_10_20_82]

c) contain substances that deplete the ozone layer, as identified by the United Nations Development Programme. [PM_10_20_82]

2.5.1.4 All materials shall be selected with due regard to their suitability for purpose and performance, durability, ease of maintenance and repair, resistance to accidental or malicious damage and to their environmental impact. [PM_10_20_82]

2.5.1.5 The materials used shall also take account of any local requirements or planning conditions specified in the SSB. [PM_10_20_82]

2.5.1.6 Robust materials and finishes shall be used that stand up well to the heavy use typical of a School and the prevailing weather conditions. [PM_35_10_25]

2.5.1.7 In non-ambulant Special Schools particular account shall be taken of safety and hygiene. [PM_10_20_82]

2.5.1.8 The possibility of accidental or deliberate damage including the wear and tear caused by Mobility Equipment shall be considered. [PM_35_10_25]

2.5.1.9 The effect that certain colours, patterns and textures can have on some people shall be considered. [PM_10_20_82]

2.5.1.10 The higher risk of harm and infection for the most vulnerable children and young people (refer to the SSB) shall be considered. [PM_10_20_82]

2.5.2. Roofs

2.5.2.1 Any roof system and associated rainwater goods provided shall meet the following requirements:

a) Flat roofs are capable of being overlaid, over-coated, upgraded or Replaced without difficulty and without adversely affecting the deck below. [PM_10_20]

b) Roof construction and design addresses movement, compatibility of components and lightning protection. [PM_10_20]

c) Appropriate measures are taken to deter animals or birds from sheltering under overhanging eaves and canopies. [PM_10_20]

d) Rainwater pipes are detailed and arranged so that they prevent climbing, are easy to maintain, have uniform finishes and do not show signs of oxidation on their external surfaces at completion, and are robust enough to withstand accidental damage (for instance from ladders) during maintenance works, as well as vandalism. [PM_10_20]

2.5.2.2 Plant shall not be located on roofs or on exposed plant decks unless it is enclosed and protected from severe weather and shall be in accordance with, Technical Annex 2F any local requirements or planning conditions specified in the SSB. [PM_10_20_90]

2.5.3. External Walls

2.5.3.1 External walls, shall be constructed to be secure, robust, vandal resistant and suitable for use in their proposed location. [PM_35_10_25]

2.5.3.2 Materials selected shall require minimal maintenance and periodic cleaning to avoid future disruption to the School. [PM_80_10_50]

2.5.3.3 Where external walls are provided in areas subject to vehicle movement, they shall incorporate additional measures to protect the façade from damage. [PM_35_10_25]

2.5.4. External Doors and Windows

2.5.4.1 The positions of external doors, windows and vents shall be coordinated with the ventilation strategy and shall be in accordance with Technical Annex 2F. [PM_10_20_90]

2.5.4.2 The positions of external doors, windows and vents shall ensure compliance with Technical Annex 2E. [PM_10_20_90]

2.5.4.3 Measures shall be taken to reduce the effects of direct sunlight and glare through external glazing to satisfy the requirements outlined in Technical Annex 2E. [PM_10_20_90]

2.5.4.4 Ironmongery, shading and ventilator actuators shall be robust, tamper-proof and be easy to operate from floor level. [PM_35_10_25]

2.5.4.5 Any specific requirements for ironmongery for Special Schools identified in the SSB shall be met. [PM_10_20]

2.5.4.6 Windows, vents and shading shall be designed and constructed to:

a) provide sufficient light and natural ventilation (or supplement other ventilation as required [PM_10_20]

b) be of a type that does not create a noise nuisance [PM_10_20]

c) take account of the acoustic requirements and have regard to local acoustic conditions [PM_35_60]

d) be safe in closed or open positions, and not be hazardous to persons passing by windows internally or externally [PM_35_50]

e) be safe in operation [PM_35_50]

f) prevent children from falling out at all levels [PM_35_50]

g) require minimum maintenance to avoid future disruption to the School [PM_80_10_50]

h) not compromise the security of the Building. [PM_10_20]

2.5.4.7 External doors provided shall:

a) be robust enough to withstand the heavy use typical of a School, require minimal maintenance, be weatherproof, and maintain the safety and security of the facility [PM_35_10_25]

b) consider the different ages and abilities of all users [PM_10_20]

c) be vandal-resistant and incorporate appropriate controls and/or fittings to discourage misuse, but afford safe operation and adequate security [PM_35_10_25]

d) allow disabled access, including access for motorised electric wheelchairs [PM_35_50_01]

e) have locking requirements that are appropriately suited such that the number and complexity of lock suiting is minimised. All such proposals are to be agreed with the School and Employer during the CEM process. [PM_10_20]

2.5.4.8 External doors and windows shall comply with BB93. [PM_10_20_90]

2.5.5. Minimum Life Expectancy

2.5.5.1 The Minimum Life Expectancy requirements set out in Table 5 shall be met for any external fabric provided. [PM_35_10_47]

Element	Element Name	Minimum Life Expectancy (Years)
Structure	Foundations	50
Structure	Slab	50
Structure	Walls	50
Structure	Upper floors	50
Structure	Roof structure	50
Structure	Structural frame	50
Structure	Stairs	50
Underground drainage	Pipes, inspection chambers	60
External envelope	Roof covering	30 years and easily overlaid, over- coated, upgraded or replaced without affecting the roof structure below
External envelope	External walls / cladding	40
External envelope	Windows and external doors	25
External envelope	Rooflights	25
Rainwater disposal installations	Rainwater pipes, hoppers and gutters	25
Canopies	Frame and roof covering	20

Table 5 Minimum Life Expectancy for external fabric

2.6. Internal Elements and Finishes

2.6.1. General Requirements

2.6.1.1 The design of any internal elements and finishes shall meet the requirements in Technical Annex 2D to assess, measure and mitigate the following:

a) The acoustic performance of internal elements and in an integrated way and shall satisfy Building Bulletin 93: 'Acoustic design of schools – performance standards' (BB93) and clause 2.7.7. [PM_35_60]

b) Safety and hygiene including specific focus on SEND provision. [PM_10_20]

c) To prevent surfaces, fabric and fittings from being damaged by accidental and deliberate impact from teaching, maintenance and Mobility Equipment. [PM_35_10_25]

d) The effect that certain colours, patterns and textures have on building users. [PM_10_20]

e) The higher risk of harm and infection for the most vulnerable. [PM_10_20]

2.6.2. Internal Walls

2.6.2.1 New or Replaced partition walls shall be in accordance with as a minimum designed to the OS requirements. The acoustic performance shall comply with BB93 and be developed in accordance with the intended use of the adjacent space. [PM_35_60]

2.6.2.2 The finishes of all internal walls, including the internal face of external walls, shall be adequately protected from damage, especially areas vulnerable to impact by mobility and teaching equipment e.g., corners of main corridor routes. [PM_10_20]

2.6.3. Internal Doorsets

2.6.3.1 The materials and finishes used for new internal doorset shall be:

a) suitably robust for normal school use and perform their necessary protective and decorative functions [Ss_25_30_20_25]

b) from sustainable sources, and able to be recycled at the end of the product's life [Ss_25_30_20_25]

c) suited to the capability of the user (in terms of dexterity, strength and visual acuity) in accordance with AD M [Ss_25_30_20_25]

d) non-reflective so as not to affect those with visual impairments and limit their ability to use the doorset, in accordance with AD M. [PM_10_20_90]

2.6.3.2 Measures shall be in place to prevent damage to faces and edges of doors provided, especially areas vulnerable to impact by mobility and teaching equipment, in high traffic areas or when there is regular movement of equipment and materials, for example in kitchens, workshops and laboratories, or in non-ambulant Special Schools. [Ss_25_30_20_25]

2.6.3.3 New doors shall be wide enough to allow Mobility Equipment access (where specified in Annex SS1), with good visibility maintained on both sides of the door. [Ss_25_30_20_25]

2.6.3.4 Vision panels, as required in Technical Annex 2D, shall be fitted in all door leaves wider than 450mm, except those leaves on door sets leading into changing rooms; medical inspection rooms; plant rooms; service ducts; and store rooms. [Ss_25_30_20_25]

2.6.4. Internal Door Hardware

2.6.4.1 The following general requirements shall be met in any new doorsets or Replaced doors:

a) Hardware shall provide functionality and performance of that doorset and not undermine the performance of the doorsets to which they are fitted. [Ss_25_38_20_20]

b) Doors to rooms, stores etc. shall be lockable, with a suited manual key system, unless specified otherwise within the SSB. [Ss_25_38_20_20]

c) Lock suiting shall be developed to minimise the number of suites to those considered essential to manage the access and lock down to the School. [Ss_25_38_20_20]

d) All hardware including door closers and door seals shall take account of the age of the pupils operating the doors. [Ss_25_38_20_20]

e) All proposals shall be agreed with the School and Employer during the CEM process. [PM_10_20]

2.6.4.2 Access control devices shall:

a) not undermine the performance provided by the doorsets on which they are fitted [Ss_75_40_02]

b) not inhibit escape in the case of a fire or other emergency [Ss_75_40_02]

c) comply with relevant directives for electronic devices [Ss_75_40_02]

d) be able to be operated by disabled users [Ss_75_40_02]

e) offer appropriate durability [Ss_75_40_02]

f) offer the range of functionality required [Ss_75_40_02]

g) be repairable or replaceable [Ss_75_40_02]

h) all lock suiting and access control proposals are to be agreed with the School and Employer during the CEM process. [PM_10_20]

2.6.5. Internal Stairs and Balustrades and Guarding

2.6.5.1 The planning and design of any stairway shall:

a) contribute to an efficient and balanced circulation provision, with enclosed fire escape stairs being available for normal use (unless otherwise agreed with the Employer) [EF_35_10_40]

b) take account of the effect of the staircase locations on potential future expansion [EF_35_10_40]

c) provide fire escape stairs with a level exit directly to the outside of the Building [EF_35_10_40]

d) minimise travel times between lessons [EF_35_10_40]

e) minimise congestion by being sized to enable the efficient flow of pupils and staff, in both directions, during class changeovers [EF_35_10_40]

f) allow carry-down evacuation for Mobility Equipment users where necessary [EF_35_10_40]

g) assist navigation and wayfinding around the building [EF_35_10_40]

h) be easy to find and clearly differentiated [EF_35_10_40]

i) meet the requirements of Section 6 in Technical Annex 2D. [PM_10_20_90]

2.6.5.2 External staircases are not permitted except when refurbishing Existing Buildings, if there is no alternative, and between changes in roof level for maintenance. [PM_10_20_82]

2.6.5.3 Prevention from falling shall be addressed in the design of staircases and guarding. [PM_35_50]

2.6.6. Floor Finishes

2.6.6.1 The choice and installation of any new floor finish shall comply with the following requirements in all internal areas of the Buildings, in addition to any required in the SSB:

a) Resilience - floor finishes shall support the FF&E listed in Technical Annex 3 and Annex SS1 and are able to withstand pedestrian traffic without deformation or permanent marking. [Ss_30_42]

b) Resilience - floor finishes shall accommodate thermal and structural movement in both the finish and the sub-floor. [Ss_30_42]

c) Continuity - there are minimal joints, and flush joints between different finishes. [Ss_30_42]

d) Cleaning - the ease and frequency of cleaning is considered, as well as the level of hygiene required. [Ss_30_42]

e) Suitability - the finish including texture and colour is suitable for the age and needs of pupils including those with SEND. [Ss_30_42]

f) Safety - including slip resistance where specified in Technical Annex 1A and 1B or Annex SS1. [Ss_30_42]

2.6.6.2 Suitable barrier matting shall be provided at all external entrances to remove dirt and moisture from the soles of shoes and wheeled traffic. [Ss_30_42]

2.6.6.3 Server room and hub rooms shall be provided with antistatic flooring and all extraneous metal parts, including door frames, shall be electrically earth bonded. See Section 4.2. [Ss_30_42]

2.6.7. Ceilings and Soffits

2.6.7.1 The following requirements shall apply to all internal areas of New Buildings and in any Replaced ceilings:

a) Any finishes to the soffit do not compromise the thermal performance of the surface in relation to the radiant heat exchange. [Ss_30_47]

b) Services and horizontal surfaces are accessible for cleaning. [Ss_30_47]

c) Ceilings within toilets and changing rooms are robust, moisture resistant, easy to clean and inaccessible to pupils. [Ss_30_47]

d) Ceilings within showers, Changing Places rooms and drying areas are robust monolithic, moisture resistant, easy to clean and inaccessible to building users [Ss_30_47]

e) Where equipment or plant is located within a false ceiling, a suitable, robust, permanent means of access for maintenance is provided. [Ss_30_47]

f) Any joints or holes in precast floor systems are to be filled and sealed and left smooth. [Ss_30_47]

2.6.7.2 In Special Schools and Alternative Provision, any additional requirements specified in the SSB shall be met. [PM_10_20]

2.6.8. Decorations and Finishes

2.6.8.1 In all internal areas of the Buildings, decorations and finishes shall:

a) be suitable for the activities taking place in the area, and for the age and any special needs of the occupants [PM_80_10_30]

b) take account of safety [PM_80_10_30]

c) be able to withstand heavy use typical of a School [PM_80_10_30]

d) be easy to clean and maintain, such that light surface markings can be removed with warm water and a mild detergent; and such that special cleaners and solvents are only required to remove indelible stains [PM_80_10_30]

e) contribute to the level and quality of light in a space and ensure visual comfort, with any concrete soffits painted white, and comply with the requirements of Technical Annex 2E [PM_10_20_90]

f) have VOC limits that comply with Schedule 2 of the 'Volatile Organic Compounds in Paints, Varnishes and Vehicle Refinishing Products Regulations 2012', SI 1715, 2012; for example, water-borne one pack performance coatings with a maximum VOC content of 140g/l of ready-to-use product [PM_80_10_30]

g) be resilient to impact (robustness rating greater than severe) [PM_80_10_30]

h) take account of finishes in reverberation calculations. [PM_80_10_30]

2.6.8.2 Decoration and finishes shall not be left in a rough, unfinished condition following completion of the Works. [PM_10_20]

2.6.8.3 Account shall be taken of the requirements of pupils with SEND and all those with disabilities, such as providing suitable colour schemes, textures and contrasts on walls, floors, stairs and doors to assist those with visual impairments to orientate themselves. [PM_10_20_82]

2.6.8.4 Where children are especially vulnerable to infection, all surfaces shall be smooth and easy to clean to minimise the collection of dust and pathogens. [PM_80_10_30]

2.6.8.5 Anti-bacterial coatings shall be provided where there are pupils with health problems. Any specific requirements shall be given in the SSB. [PM_80_10_30]

2.6.9. Wayfinding and Signage

2.6.9.1 In New Buildings, the wayfinding system shall be designed to guide visitors from the Site boundary to an individual building and then a particular room, displaying only the level of information required at each decision point. [Ss_40_10_20_96]

2.6.9.2 In Whole School Projects, the main site entrance sign and external directional signage shall be provided to give wayfinding guidance to pedestrians and vehicles, especially for visitors, directing them from the site entrance (via visitor parking if arriving by car) to the main reception. [Ss_40_10_20_96]

2.6.9.3 Site signs shall give clear indications of directions for all users, including those new to the School, and shall define the purpose of the Buildings, providing reassurance and confirmation that they are moving in the right direction. [Ss_40_10_20_96]

2.6.9.4 Signs shall clearly identify assembly points, public and staff parking, externally accessed stores and plant rooms, delivery routes, restrictions and limitations, warnings and hazards etc. [Ss_40_10]

2.6.9.5 For New Buildings and Refurbished Buildings, the Contractor shall provide internal directional signage from the main building entrances and arrival points at each level (including lifts and stairs) to guide users. [Ss_40_10_20_96]

2.6.9.6 Signage shall inform people of which department, room, facility etc. is on each floor, as well as informing them which floor they are currently on. [Ss_40_10_20_96]

2.6.9.7 Room numbering shall be provided in logical blocks, using the building layout and architecture to provide suitable sequenced areas. [PM_10_20_82]

2.6.9.8 Signs shall be provided for every room and space as agreed with the School or detailed in Annex SS1 or the SSB. [PM_10_20_90]

2.6.10. Sanitaryware

2.6.10.1 All sanitaryware provided shall meets the specification detailed in Technical Annex 2A and Annex SS1. [PM_10_20_90]

2.6.10.2 The needs of pupils with SEND described in the SSB shall be addressed. [PM_10_20_82]

2.6.10.3 All serviced sanitaryware shall be integrated with the artificial lighting in the Building as defined in Technical Annex 2E. [PM_10_20_90]

2.6.10.4 All serviced sanitaryware shall be integrated with the power and other systems in the Building as defined within this Generic Design Brief and Technical Annex 2F and Technical Annex 2G, and it shall be clear where the responsibility lies for the various fitting and connections in each case. [PM_10_20_90]

2.6.10.5 All sanitaryware that incorporates water and drainage shall be installed to ensure hygienic conditions and the effective disposal of wastewater and all liquid waste from the School. [Ss_40_15_75]

2.6.10.6 Any sanitaryware provided shall:

a) be manufactured from durable materials, and easy to clean and maintain [PM_35_10_25]

b) be suitable for different ages and any special needs as detailed within the SSB [PM_10_20]

c) meet the Minimum life Expectancy requirements in Table 6 and ensure minimum inconvenience and disruption from breakdowns, repairs and maintenance activities [PM_35_10_47]

d) be simple in construction, to reduce maintenance and replacement costs [PM_80_10_50]

e) for adjustable fittings, be easy to operate (but difficult to misuse), repair or replace [PM_80_10_50]

f) be housed in such a way that it is easy to access or remove for maintenance purposes. [PM_80_10_50]

2.6.11. Minimum Life Expectancy

2.6.11.1 The Minimum Life Expectancy requirements are set out in Table 6 for any internal element provided. [PM_35_10_47]

Element	Element Name	Minimum Life Expectancy (Years)
Internal partitions	Non-loadbearing partitions	30
Internal doors	Internal doors	20
Internal ironmongery	Internal ironmongery (including finger guards)	10
Fire roller shutters	Between the School kitchen servery and hall and School reception hatch if required by Building Control (may need to be fire-rated depending on the fire strategy)	20
Internal guarding	Internal Guarding to stairs and ramps	20
Finishes	Floor finishes	10
Finishes	Decorations	5
Finishes	Tiling	15
Finishes	Ceiling finishes (suspended and plasterboard)	20
Finishes	Sanitary fittings	20
Finishes	Integrated plumbing system (IPS)	15

Table 6 Minimum Life Expectancy for internal elements and finishes

2.7. Internal Environmental Conditions

2.7.1. Overview

2.7.1.1 The design of the internal environmental conditions of all spaces shall meet the requirements in Technical Annex 2E, Technical Annex 2F, Technical Annex 2G, Technical Annex 2H, Technical Annex 2I and Technical Annex 2J, Building Bulletin 93: 'Acoustic

design of schools – performance standards' (BB93) and the requirements within this section. [PM_10_20_90]

2.7.2. Daylight and Electric Lighting

2.7.2.1 The quality of light provided shall support a positive teaching and learning environment. [PM_10_20_82]

2.7.2.2 Any lighting system provided shall:

a) create a sufficient, effective and pleasant visual environment whilst minimising glare [PM_10_20]

b) meet the needs of pupils with SEND as required in the SSB [PM_10_20]

c) exploit energy saving opportunities without compromising the quality of the visual environment [PM_10_20]

d) employ low maintenance solutions. [PM_10_20]

2.7.3. Specialist Lighting

2.7.3.1 Refer to the SSB to identify any specific lighting requirements. [Ss_70_80]

2.7.3.2 Where lighting is designed by a specialist (such as theatre lighting), the Contractor shall:

a) provide infrastructure as required by the specialist [Ss_70_80]

b) provide general lighting to the entire space [Ss_70_80]

c) ensure the Contractor's design is coordinated with the specialist's design. [Ss_70_80]

2.7.3.3 All stage lighting system in any school hall or drama studio shall be provided in accordance with Technical Annex 2E. [PM_10_20_90]

2.7.4. Thermal Comfort

2.7.4.1 All spaces provided shall be designed to meet the design criteria for thermal comfort set out in Technical Annex 2F. [PM_10_20_90]

2.7.4.2 All parts of New and Refurbished Buildings shall comply with the temperature requirements given in Technical Annex 2F. [PM_10_20_90]

2.7.4.3 For summertime thermal comfort, an Overheating Risk Assessment (ORA) of free running designs shall be carried out by following the procedure set out in Technical Annex 2F. [PM_10_20_90]

2.7.4.4 All heating systems shall be designed and installed to limit the maximum internal temperatures in line with Technical Annex 2F. [PM_10_20_90]

2.7.4.5 For wintertime thermal comfort, all heating systems shall be designed and installed to ensure that the minimum temperatures are in line with the design conditions set out in Technical Annex 2F. [PM_10_20_90]

2.7.4.6 All systems provided to control thermal comfort for SEND pupils shall be designed and installed in accordance with Technical Annex 2F and such that:

a) they consider any specialist requirements of the pupils described in the SSB [PM_35_10_13]

b) they do not have a detrimental effect on the learning environment of the pupils [PM_35_10_13]

c) they provide a safe and secure environment for the occupants. [PM_35_10_13]

2.7.5. Indoor Air Quality

2.7.5.1 The indoor air quality shall be in line with Sections 5, 6 and 7 of Technical Annex 2F. [PM_10_20_90]

2.7.5.2 As required by Technical Annex 2F, systems shall be provided to monitor indoor air quality and systems shall be designed and installed to effectively control the indoor air quality within the spaces. [PM_10_20_90]

2.7.5.3 The following aspects of indoor air quality shall be effectively controlled in all spaces, in accordance with Technical Annex 2F:

a) Odour control [PM_35_70_94]

b) Carbon dioxide content [PM_35_70_94]

c) Particulate and/or pollution control [PM_35_70_94]

d) Dust, moisture and fumes [PM_35_70_94]

2.7.5.4 Dedicated local exhaust and local extract ventilation shall be provided as required by Technical Annex 2F. [PM_10_20_90]

2.7.5.5 Systems shall be provided to monitor and control the indoor air quality for SEND pupils and shall be designed and installed in accordance with Technical Annex 2F, such that:

a) they consider the specialist requirements of the pupils as described in the SSB [Ss_75_70_54_05]

b) there is no detrimental effect to the learning environment of the pupils [Ss_75_70_54_05]

c) they provide a safe and secure environment for the occupants. [Ss_75_70_54_05]

2.7.6. Acoustics

2.7.6.1 The design of all spaces in both New and Refurbished Buildings shall:

a) comply with the sound insulation, reverberation time, and indoor ambient noise levels in BB93 unless agreed with the Employer [PM_35_60]

b) comply with BB93 for speech intelligibility and STI standards in all open plan teaching areas unless alternative performance standards (APS) are proposed and agreed with the Employer [PM_35_60]

c) consider site and internal room layouts, the provision of noise attenuation barriers and the choice of ventilation systems [PM_35_60]

d) accommodate the needs of pupils with SEND such as hearing impairments or communication difficulties. [PM_35_60]

2.7.6.2 Acoustic absorption shall be provided in corridors, entrance halls and stairwells. The amount of absorption required shall be calculated according to AD E, Section 7. This describes two calculation methods (A and B) for controlling reverberation in the common internal parts of domestic buildings. Either of these methods can be used to determine the amount of absorption required in corridors, entrance halls and stairwells in schools. [PM_35_60]

2.7.6.3 The Institute of Acoustics (IoA) / Association of Noise Consultants (ANC) guide on how to achieve the Standards in BB93 should be considered. [PM_10_20_90]

2.7.6.4 The Contractor shall liaise with the Employer on the specification of data projectors, ICT equipment, process extract and local exhaust equipment and other equipment that the School shall be running during teaching activities in order to limit the operational background noise levels in accordance with Section 2.21 of the IoA/ANC guide. If a School has Legacy equipment which would result in excessive background noise levels in teaching and learning spaces, the Contractor shall advise the Employer how to improve the performance of spaces, for example by fitting acoustic absorption and acoustic barriers or by providing partial enclosures. [PM_35_60]

2.7.6.5 For spaces and internal walls in Refurbished Buildings, there shall not be an entitlement to any lower performance standard than those given for refurbishment in BB93, other than in exceptional circumstances. [PM_35_60]

2.7.6.6 A full Alternative Performance Standard (APS) shall be put forward to the Employer in accordance with BB93, clearly outlining the practical implications of the suggested alternative. [PM_35_60]

2.7.6.7 Information shall be provided as described in BB93 to demonstrate compliance with the acoustic standards in Section 2 of BB93. [PM_35_60]

2.7.6.8 Information to be provided as described in BB93 to demonstrate compliance with acoustic standards shall include plans, construction details, material specifications, and calculations, as appropriate for each area of the School. [PM_35_60]

2.7.6.9 Information demonstrating compliance with acoustic standards shall be included in the acoustics section of the Environmental Strategy Report, as required in the DFE's EIR, and shown on acoustics drawings and calculations for Building Control approval. [PM_35_60]

2.7.6.10 Pre-completion and post-completion testing shall be carried out in accordance with the ANC Good Practice Guide for the Acoustic Testing of Schools published by the Association of Noise Consultants, as required under the Information Deliverables. [PM_35_60]

2.7.6.11 For Special Schools, Designated Units, SRP or where a need it identified in the SSB, acousticians and audiologists specialising in hearing impairment and teachers of the deaf shall be consulted to identify the needs of the pupils. The solution(s) to meeting these needs shall be agreed with the Employer. Specialist provision such as radio aids or similar shall be provided by the Contractor where needed. [PM_35_60]

2.8. Building Services – Common Principles

2.8.1. Overview

2.8.1.1 The design of Building Services shall meet the requirements in Technical Annex 2E, Technical Annex 2F, Technical Annex 2G, Technical Annex 2H, Technical Annex 2I, Technical Annex 2J and the requirements within this section. [PM_10_20_90]

2.8.1.2 The Building Services systems shall:

a) be designed and installed to be effective, safe, clean and hygienic for all users [PM_40_30_52]

b) be easy to use and avoid complex systems that require specialist maintenance [PM_40_30_52]

c) be energy efficient in line with current best practice [PM_40_30_52]

d) be zoned in accordance with Technical Annex 2I. [PM_10_20_90]

2.8.1.3 The use of passive measures shall be considered before active measures are proposed as part of the integrated building design. [PM_40_20_85]

2.8.1.4 The requirements listed above shall be included in the Environmental Strategy Report, in accordance with the Information Deliverables. [PM_40_20_85]

2.8.1.5 The distribution of services throughout shall provide flexibility for future refurbishment, expansion and renovation. [PM_10_20_82]

2.8.1.6 The services distribution shall allow ease of access for maintenance. Where services are exposed, they shall be fully co-ordinated to ensure the aesthetics of spaces are not negatively impacted and to reduce the risk of personal injury, vandalism and harm. [PM_80_10_50]

2.8.1.7 The Building Services engineering design and installation shall:

a) take account of the requirements of the end users and occupants, including those with SEND [PM_40_20_42]

b) be robust [PM_35_10_25]

c) be tamper-proof and not easily vandalised or adjusted to the detriment of the system, users or Building itself. [PM_35_10_25]

2.8.1.8 Any utility services shall follow best practice guidance and be compliant with all relevant legislation and regulations including the 'Environmental Protection Act 1990'. [PM_60_60_26]

2.8.1.9 All authorities shall be notified in accordance with their regulations, obtaining any required approvals for the installation and negotiating new provisions where required to meet the Employer's Requirements. [PM_40]

2.8.1.10 Utility company infrastructure work requirements shall be complied with, including undertaking any necessary reinstatement, protection or diversions of existing services within the Site with minimal disruption to services, surrounding public and School activities. [PM_35_10_60]

2.8.1.11 Any incoming utility supplies shall run within the Site boundary and shall be routed in accessible locations throughout the Site. [En_90_90_80]

2.8.1.12 Incoming services shall be installed from the Site boundary to the School Building to follow roadways, paths etc. [En_90_90_80]

2.8.1.13 Routing of incoming services across sports fields shall be avoided. [En_90_90_80]

2.8.1.14 Any electrical substations and gas meter houses shall be located on the Site boundary in an accessible, unobtrusive and convenient location to allow for out of hours access by the utility companies. [En_90_90_80]

2.8.1.15 Liaison shall be undertaken with the utility companies to ensure that the locations and design of the substations and gas meter housings are in line with the utility suppliers' specific requirements. [En_90_90_80]

2.8.2. Refurbishment Requirements

2.8.2.1 Works to Building Services systems in Refurbished Buildings shall satisfy the requirements of the Refurbishment Scope of Works (RSoW) and take account of:

a) health and safety issues [Ac_10_70_70]

b) maintenance and condition issues [Ac_10_70_70]

c) an energy audit to improve energy performance [Ac_10_70_70]

d) over or under heating assessment of the Building on the Site prior to the Works [Ac_10_70_70]

e) results of Electrical Installation Condition Report (EICR) [Ac_10_70_70]

f) results of recent gas safety inspections. [Ac_10_70_70]

2.8.3. Minimum Life Expectancy

2.8.3.1 The Minimum Life Expectancy requirements set out in Table 7 shall be met. [PM_35_10_47]

Element	Element Name	Minimum Life Expectancy (Years)
Building Services	Engineering services (major components)	In accordance with CIBSE Guide M table appendix 13.A1
Building Services	Catering kitchen ventilation canopy	20

Table 7 Minimum Life Expectancy for Building Services

2.9. Mechanical Services

2.9.1. Integration with Existing Services

2.9.1.1 Building Services systems shall be integrated with existing Site services and systems. [PM_10_20]

2.9.2. Heating and Cooling Systems

2.9.2.1 The requirements for heating and cooling are set out in Technical Annex 2F. [PM_10_20_90]

2.9.2.2 A heat loss assessment shall be undertaken to establish the required heating load of the Works. The predicted thermal performance of the building fabric shall meet the requirements in Technical Annex 2H and Technical Annex 2J, exceeding Part L and local planning requirements. [PM_10_20_90]

2.9.2.3 An overheating risk assessment (ORA) shall be undertaken, and from this it shall be established whether cooling and/or enhanced mechanical or natural ventilation is required within any part of the Works in accordance with the ventilation hierarchy in Technical Annex 2F. [PM_10_20_90]

2.9.2.4 The heating and cooling systems shall cater for any specialist requirements (including any highlighted in the SSB) in the proposed development including areas of high-density ICT, server and hub rooms, hydrotherapy pools in Special Schools or specialist teaching spaces. [EF_60_40]

2.9.2.5 Any heating or cooling plant and/or emitters shall be appropriately sized for the application within the proposed development. [EF_60_40]

2.9.2.6 The heating and cooling system shall be capable of intermittent operation with appropriate automation and capacity to ensure the School is raised to the design temperature by the School start time or when the students arrive following a weekend, school holiday or normal day. [EF_60_40]

2.9.2.7 The systems shall be designed and controlled to allow for flexibility in the patterns of usage of the School. [EF_60_40]

2.9.3. Ventilation Systems

2.9.3.1 The requirements for ventilation systems are set out in Technical Annex 2F. [PM_10_20_90]

2.9.3.2 Note: Technical Annex 2F includes all the requirements from Building Bulletin 101 - 'Guidelines on ventilation, thermal comfort and indoor air quality in schools' (BB101). [PM_10_20_90]

2.9.3.3 Where there is any inconsistency between Technical Annex 2F and BB101, Technical Annex 2F shall take precedence. [PM_10_20_90]

2.9.3.4 Full mechanical ventilation systems shall only be considered where natural and assisted natural systems are not feasible to achieve the requirements outlined in Technical Annex 2F because of outdoor noise, pollution, security or other environmental issues. [PM_10_20_90]

2.9.4. Gas Services

2.9.4.1 Any gas installation provided to serve the Works shall be designed and installed to be safe and secure and in line with the requirements in Technical Annex 2F. [PM_10_20_90]

2.9.4.2 The design and installation shall meet the requirements and guidelines set out in IGEM-UP-11 'Gas installations for educational establishments' and other applicable IGEM standards. [PM_10_20_90]

2.10. Electrical Services

2.10.1. Overview

2.10.1.1 The design of electrical services shall meet the requirements for the design, installation and commissioning of the Electrical services as given in Technical Annex 2G and the requirements below. [PM_10_20_90]

2.10.2. Power, Connections, Supply and Generation

2.10.2.1 Due allowance shall be made in the design for the safe access to, and maintenance of, all parts of the electrical installation. [PM_80_10_50]

2.10.2.2 The electrical services shall be arranged so that they do not impede access to other services. [Ss_70]

2.10.2.3 An electrical connection shall be arranged with the Distribution Network Operator (DNO) making allowance for equipment to be located on the Site if necessary. [Ss_70]

2.10.2.4 The required capacity of the new electrical supply shall be assessed with consideration to diversity factors and the anticipated load profile. [Ss_70_30]

2.10.2.5 Electrical supplies shall be of appropriate voltage and phase for the size of premises. [Ss_70]

2.10.2.6 Power factor correction equipment shall be provided to achieve the appropriate power factor with balanced loads for each phase, as necessary. [Ss_70_30]

2.10.2.7 Where the Works are Refurbished Buildings, an assessment of the capacity of the existing electrical supply shall be carried out. Where necessary, arrangements shall be made for an enhancement to the supply. [Ss_70_30]

2.10.2.8 Where it is proposed to connect to existing electrical systems, an evaluation shall be undertaken of those electrical systems, including an assessment of their capability and suitability to be connected to or modified in accordance with a valid Electrical Installation Condition Report (EICR). [Ss_70_30]

2.10.2.9 In consultation with the Employer, an assessment shall be made of potential expansion and change throughout the life of the Building and shall make appropriate provision in the design of the electrical distribution system. In the absence of guidance from the Employer, or any pupil number forecasts as part of the SSB, allowance shall be made for 10% future expansion of the School. [PM_10_20_82]

2.10.2.10 The selected energy using equipment and the electrical installation shall comply with appropriate directives and standards and be installed following good Electro Magnetic Compatibility (EMC) installation practice. [PM_10_20_82]

2.10.3. Electrical Distribution and Networks

2.10.3.1 The distribution strategy adopted shall be well-planned, logical, maintainable and cost effective. [Ss_70_30]

2.10.3.2 Electrical rooms and cable routes shall be determined during the early stages of the design to ensure that adequate floor space and horizontal and vertical distribution zones are provided. [Ss_70_30]

2.10.3.3 Cable containment shall be selected and arranged as EMC considerations. [Ss_70_30]

2.10.3.4 Each containment run shall carry cables of only one voltage band and cable containment shall not be suspended from other services. [Ss_70_30]

2.10.3.5 Steel cable trays, baskets, ladders and trunking shall have an appropriate finish, shall be electrically continuous where metallic and shall have fire barriers where appropriate. [Ss_70_30]

2.10.4. Lift Installations

2.10.4.1 Lifts are not required for general pupil and staff movement, but for ensuring access is available to all areas by those with physical disabilities and for assisting with the distribution of furniture and equipment. [EF_80_50]

2.10.4.2 When calculating the number, size and location of lifts the following factors shall be taken into account, as well as any outlined in the SSB, the:

a) number of children, staff and visitors expected [EF_80_50]

b) number of pupils who shall be using wheelchairs and other aids, the size of these aids and how many shall need assistance alongside [EF_80_50]

c) maintenance strategy i.e., action in the eventuality of breakdowns and repairs [EF_80_50]

d) arrangements for using lifts – whether they shall be available to all occupants or restricted to disabled people (e.g., with a close proximity fob or key operation) [EF_80_50]

e) use of the lift in the event of a fire and in response to security incident, as part of the School's planned emergency strategies. [EF_80_50]

2.10.4.3 The design and installation of any lifts shall:

a) meet current and appropriate BS EN81 documents [PM_10_20_90]

b) be capable of being restricted for use by disabled pupils, staff and visitors only, using a close proximity fob or key operation [EF_80_50]

c) contain alarm communication devices, compliant with BS EN 81-28, such that the School is aware of a trapped person and communication can be made with a 24-hour help line, via a direct link, to arrange their release [PM_10_20_90]

d) have a lift capacity and internal finishes appropriate for their expected use [EF_80_50]

e) have an emergency evacuation mechanism operable by school staff trained to lower it to floor level and open the lift door [EF_80_50]

f) be energy efficient. [EF_80_50]

2.10.4.4 Any lift shall be large enough for a wheelchair user (or users if there are likely to be several users at the same time) to enter and leave the lift independently or assisted by a support worker alongside as appropriate. [EF_80_50]

2.10.4.5 Significantly larger size lifts are essential for groups of pupils in wheelchairs moving around alongside their peers. [EF_80_50]

2.10.4.6 Platform lifts shall not be used except in exceptional circumstances and with the agreement of the Employer, the following shall apply:

a) Platform lifts shall not be used in Special Schools or in Buildings over 2 storeys. [PM_10_20_82]

b) Where there is agreement to use a platform lift, it shall not reduce the effective width of corridors or stairs. [Ss_80_50_60_26]

c) Where there is agreement to use a platform lift, the platform lift shall have a Statement of Conformity and be compliant with BS EN 81-41 or Machinery Directive 2006/42/EC and have an enclosed lift car capable of being operated by a once applied control (i.e., not a continuous hold operation) and allow use by authorised personnel only. [Ss_80_50_60_26]

d) Where there is agreement to use a platform lift, the lift shall have an emergency evacuation mechanism operable by school staff trained to lower it to floor level and open the lift door. [Ss_80_50_60_26]

2.10.4.7 The fire safety management plan for a school shall have adequate provisions and resources to be able to assist mobility-impaired people to a place of safety outside the Building. The minimum number of evacuation lifts and the minimum inner dimensions of lift cars in Mainstream Schools shall be related to the number of pupils and storeys served; for Special Schools, the evacuation lift provision shall be determined on an individual basis; both shall comply with the requirements of BB100. [PM_10_20_90]

2.10.4.8 In Special Schools, any lifts shall meet the particular requirements of the School as described in the SSB. [EF_80_50]

2.10.4.9 In Special Schools, evacuation lifts shall be provided for multi-level Buildings. [EF_80_50]

2.10.4.10 In non-ambulant Special Schools, lifts shall accommodate a pupil plus their Mobility Equipment and accompanying staff. [EF_80_50]

2.10.4.11 In non-ambulant Special Schools, lifts shall be provided with very wide doors and very large lift car sizes to accommodate 'horizontal learning stations' and to ensure all children can be evacuated quickly and safely. [EF_80_50]

2.10.5. Communication Systems

2.10.5.1 The requirements for period bell systems and performance audio systems, as well as emergency voice communications to meet the School's planned emergency strategies, are given in Section 3 of Technical Annex 2G. The following shall also apply:

a) Period bell systems shall be installed where specified in the SSB. [Ss_75_10_68_07]

b) Audio amplification systems provided by the School shall be installed in drama, dance, halls, music and performance spaces where required in Annex SS1 or the SSB. [Ss_75_10]

c) Sound field systems shall be installed where required (refer to clause 2.7.6). [Ss_75_10]

2.10.5.2 An emergency voice communication system shall be provided at each fire refuge point to enable occupants to alert others that they need assistance and to receive reassurance that this shall be forthcoming. [Ss_75_50_11_27]

2.10.5.3 ICT Infrastructure shall be provided to meet the requirements set out in Section 4. [PM_10_20_90]

2.10.5.4 For data cabling and telecommunications, when locating data points within teaching spaces, this shall take account of the teaching and learning activities proposed for each space and provide the most appropriate means of data access, including, but not limited to, dado mounted, furniture mounted, floor box mounted or wireless. [Ss_75_10_21_21]

2.10.5.5 For Special Schools, Designated Units and Specially Resourced Provision additional installations shall be provided, specific to pupils with SEND if required in the SSB, including:

a) intercom, assistance alarms and access control systems [Ss_75_10]

b) attack alarms and/or staff-call systems, subject to risk assessment, where staff need to call for rapid assistance. [Ss_75_50_11_25]

2.11. Public Health Engineering Services

2.11.1 The design and installation of Public Health Engineering Services shall be in accordance with Technical Annex 2F. [PM_10_20_90]

2.11.2 Drinking water facilities and hot and cold water supplies shall comply with the School Premises Regulations. [PM_10_20_90]

2.11.3 Separate foul and rainwater drainage systems shall be designed and installed to serve the proposed development. [Ss_50_35]

2.11.4 Drainage installations shall be sufficient to accommodate the proposed level of occupancy and operate under gravity to connect to the public utility sewer, rather than utilise pumped systems. [Ss_50_35]

2.11.5 The foul and rainwater drainage systems shall be robust throughout. [Ss_50_35]

2.11.6 Systems shall be routed such that the location of pipework, downpipes and other drainage connections do not impact on the learning environment in the School. This shall

include but not be limited to the acoustic breakout caused by the water within the pipework and all necessary provisions shall be made to minimise this. [Ss_50_35]

2.11.7 The design and installation of any domestic water services systems shall be provided to serve the Works to be:

a) sufficient to accommodate the proposed level of occupancy and in line with all relevant standards and statutory requirements [Ss_55_70_38]

b) robust [Ss_55_70_38]

c) not routed such that the location of pipework and connections impact on the learning environment within the School [Ss_55_70_38]

d) designed and installed to be safe, clean and hygienic for all users [Ss_55_70_38]

e) designed and installed such that they minimise unnecessary water usage. [Ss_55_70_38]

2.11.8 Drinking water shall be provided around the School, both internally and externally and labelled. [Ss_55_70_38_15]

2.11.9 In Mainstream Secondary Schools, a water fountain shall be provided on each floor of each New or Refurbished Building, with one fountain serving a maximum floor area of 1000m^2. [Ss_40_15_75_25]

2.11.10 In Mainstream Primary Schools, drinking water shall be supplied to all classroom sinks via a labelled tap. In any Suite of Spaces where there are no classroom sinks, drinking water fountains shall be provided that are easily accessible to all pupils in that suite. [Ss_55_70_38_15]

2.11.11 In Special Schools and AP the type of water outlet shall be as for Mainstream Schools unless otherwise required in the SSB. Bottle fillers can be provided as an alternative. [Ss_55_70_38_15]

2.11.12 In all Schools a water fountain shall be provided in an inside area easily accessible from external areas used for play and sport, unless specified otherwise in the SSB. [Ss_40_15_75_25]

2.12. Energy

2.12.1. Overview

2.12.1.1 The design shall meet the energy requirements in Technical Annex 2E, Technical Annex 2H and Technical Annex 2I, Technical Annex 2J and Technical Annex 2K. The requirements within this section shall also be met. [PM_10_20_90]

2.12.2. Optimising Energy Use

2.12.2.1 Energy consumption, carbon and the operational costs of the School's Buildings shall be reduced in line with the energy efficiency hierarchy: be lean, be clean, be green, be seen. [PM_40_20_26]

2.12.2.2 The Building shall operate within the energy targets detailed in Technical Annex 2H. [PM_10_20_90]

2.12.2.3 To demonstrate compliance and aid energy efficient design decisions, two models shall be developed for New Buildings: the Concept Energy Model and the Developed Energy Model. [PM_30_30_86]

2.12.2.4 An energy performance prediction for any New or Refurbished Building shall be included in the environmental strategy report; the statement shall detail the approach to energy efficient design, analyse the results from the energy models produced and explain the energy management and targeting strategy. [PM_40_20_26]

2.12.2.5 The School's operational costs (energy and maintenance) shall not be negatively impacted by the selection of low carbon plant and equipment. [PM_10_20_82]

2.12.3. Energy Targets

2.12.3.1 A Concept Energy Model shall be developed for New Buildings to ensure the Building can meet the regulated and unregulated energy as detailed in Technical Annex 2H. [PM_10_20_90]

2.12.4. Energy in Refurbishment

2.12.4.1 Where the Works include Refurbished Building(s), an energy audit shall be undertaken including comparison of the existing energy usage with the predicted energy usage of the Refurbished Building to show the improvement associated with the design, in line with the requirements set out within Technical Annex 2H; this is instead of preparation of the energy models for New Buildings described in Sections 2.12.2 and 2.12.3. [PM_10_20_90]

2.12.4.2 Energy audits shall comprise:

a) identification of principal energy uses for core items and comparison against DfE energy benchmarks given in Technical Annex 2H [PM_10_20_90]

b) analysis of data available for the main utility meters (and billing information) and sub meters [Ac_15_55_26]

c) recommendations of the most favourable energy initiatives for the Building with a predicted simple payback of 6-8 years. [PM_40_20_26]

2.12.5. Sub-metering and Zoning

2.12.5.1 Metering and sub meters shall be provided as described in Technical Annex 2I. [PM_10_20_90]

2.12.5.2 Building Services systems shall be effectively zoned to reflect the operational use of the different areas of the School development to ensure effective control and to minimise energy consumption. [PM_10_20_82]

2.12.6. In Use Monitoring

2.12.6.1 The iSERV methodology shall be used (currently available through K2n or similar approved system) to monitor and report on the School's energy, water, CO_2 and temperature, as described in Technical Annex 2H and Technical Annex 2I using the internet connection provided. [PM_10_20_90]

2.12.6.2 The School staff shall be trained how to use the iSERV monitoring system as part of the building performance evaluation and Soft Landings phases. [Ss_75_70_54_10]

2.12.6.3 Annual energy and water data from fiscal meters shall be provided to DfE via K2n or a similar approved platform. In order to do this the following shall take place:

a) The Contractor shall arrange for the provision of either a Client Access Device by the Distribution Network Operator, or a direct connection to the fiscal meter or via an internet portal. [Ss_75_70_54_10]

b) The Contractor shall arrange GDPR permissions from the School for the sharing of the utility data with DfE, and with the Contractor up until the end of the defects and Soft Landings periods and provided to the Energy Supplier and DfE. [Ss_75_70_54_10]

c) The GDPR permissions shall be arranged by the Contractor with the School so that with the permission of the School, ongoing monitoring via K2n and DfE can take place after the end of the Defects Liability Period. [Ss_75_70_54_10]

2.13. Controls and Building Management Systems

2.13.1. General Requirements

2.13.1.1 The design of any Building Services controls and Building Management Systems shall meet the requirements in Technical Annex 2F, Technical Annex 2H and Technical Annex 2I, and the requirements within this section. [PM_10_20_90]

2.13.1.2 The principal aims of the controls systems for schools shall be:

a) the effective management of the Building Services systems installed [Ss_75_70_54_10]

b) to maintain a comfortable environment [Ss_75_70_54_10]

c) to manage energy consumption and minimise carbon emissions [Ss_75_70_54_10]

d) to enable user control without undue complexity [Ss_75_70_54_10]

e) the effective monitoring of energy consumption and associated carbon emissions. [Ss_75_70_54_10]

2.13.1.3 All controls systems shall be fully commissioned and set up effectively; all settings shall be recorded in the Operation and Maintenance documentation. [PM_70_80_15]

2.13.1.4 The design intent of the control strategy shall be implemented through effective end user and facilities management team training through demonstrations and documentation including controls building user guides. [PM_70_85_25]

2.13.1.5 Seasonal commissioning shall be undertaken, including adjustment of the installed services settings accordingly throughout the Rectification Period. [PM_40_20_15]

2.13.2. Lighting Control Systems

2.13.2.1 Lighting Controls shall be designed and installed in accordance with Technical Annex 2E, to effectively manage the lighting. [PM_10_20_90]

2.13.2.2 Each space provided shall have an appropriate control strategy that shall optimise the teaching and learning experience and minimise energy consumption. [PM_40_20_26]

2.13.2.3 User override and control over all automated systems shall be designed and installed throughout. [Pr_70_70_47]

2.14. Safety and Security

2.14.1. Overview

2.14.1.1 Any New Buildings, Remodelled Areas or new external works on the Site shall be designed to be safe and secure, so that pupils and staff feel safe and secure, and that all statutory requirements for fire safety and evacuation are met. [PM_10_20_82]

2.14.1.2 Whilst security of both buildings and occupants is clearly paramount it shall not be to the detriment of the overall appearance of buildings; a 'fortress' appearance should be avoided. [PM_10_20_82]

2.14.1.3 Schools need clear, well-defined and secure boundaries to help control who gains access to their sites and buildings, and to ensure that vulnerable pupils do not wander off. [PM_10_20_82]

2.14.2. Security

2.14.2.1 An Access and Security Strategy shall be produced as required in the Information Deliverables. [PM_80_50_80]

2.14.2.2 The Access and Security Strategy shall be based on a security risk assessment. [PM_80_50_80]

2.14.2.3 The Access and Security Strategy shall take account of the Secure Line agreed for the School which separates members of the public from pupils. [PM_80_50_80]

2.14.2.4 The Secure Line will not necessarily be the perimeter of the Site; it may be appropriate and more economical to have an inner perimeter excluding, for example, community car parks or team game playing fields. [PM_80_50_80]

2.14.2.5 In areas with a higher security risk, it may be necessary to provide security measures for the areas outside the Secure Line such as the car park. [PM_80_50_80]

2.14.2.6 In some cases, Buildings may form part of the Secure Line. [PM_80_50_80]

2.14.2.7 The level and type of security measures shall vary from site to site and shall be appropriate to the location as well as the level and type of security risk(s). [PM_80_50_80]

2.14.2.8 The Access and Security Strategy shall take account of the merits of different types of fencing, hedges and defensive landscaping and security measures. [PM_80_50_80]

2.14.2.9 The following sections describe the normal security provision for a School. The SSB shall indicate where more complex systems may be required for higher risk schools as a result of a security risk assessment: 'Secure by Design' guidance and DfE publications provide further guidance on the range of security options for areas of higher risk; and

NaCTSO's 'Crowded Places Guidance 2017' provides guidance on increasing the protection of crowded places from a terrorist attack. [PM_10_20_90]

2.14.2.10 In Whole School Projects, the design shall:

a) ensure that the School has clear and well-defined boundaries, fences and gates to help control who gains access to its Site and Buildings [PM_80_50_80]

b) provide secure play areas relative to the needs of the different age groups of pupils [PM_80_50_80]

c) meet the requirements of Sections 2.2.3 and 2.4.11. [PM_10_20_90]

2.14.2.11 In New Buildings, external building security shall be enhanced by:

a) avoiding complex building forms that may result in creating areas which cannot be easily supervised [PM_80_50_80]

b) ensuring physical barriers do not obstruct views towards or away from School Buildings and grounds [PM_80_50_80]

c) avoiding designs incorporating recessed doorways and alcoves that could provide cover for intruders [PM_80_50_80]

d) positioning windows and glazing to facilitate passive supervision of external areas from inside Buildings [PM_80_50_80]

e) designing canopies and drainpipes so that they do not provide access to high level windows and roof lights [PM_80_50_80]

f) designing roofs and surrounding elements to prevent unauthorised access and avoid the provision of cover for intruders [PM_80_50_80]

g) designing external walls and the materials chosen for them to prevent unauthorised access to roofs or secure/restricted areas. [PM_80_50_80]

2.14.2.12 For internal building security, any Buildings in the Works shall be capable of being zoned to isolate areas that may be used outside of the normal school day. [PM_80_50_80]

2.14.2.13 A panic alarm shall be provided for the main reception area staff and other staff as specified in the SSB. [Ss_75_50_11_25]

2.14.2.14 The system shall provide alarm indication in the general office or other staff area specified in the SSB and shall alert other staff in the event of emergencies. [Ss_75_50_11_25]

2.14.2.15 In New Buildings and Remodelled Areas, and where required in the Refurbishment Scope of Works (RSoW), the appropriate internal glazing shall be provided, as specified in Technical Annex 2D to enable passive supervision of circulation spaces from adjacent spaces. The following shall also apply:

a) Internal glazing shall comply with BS6262: Part 1:2017 General methodology for the selection of glazing. [PM_10_20_90]

b) Where safety glass is required as part of internal glazing, all safety glass in critical locations (defined in Section 5 of AD K4 Protection of Impact with glazing) shall be third party certificated and marked in accordance with BS 6262-4; the standard requires that safety glass is indelibly marked with key information so that it is visible after installation. [PM_10_20_90]

c) Where toughened glass is required for internal glazing, this shall meet the requirements of the relevant product standard, BS EN 12150. [PM_10_20_90]

d) Where toughened glass is required for internal glazing, it shall be heat soak tested to minimise the extent of NiS (Nickel Sulphide Inclusions) and other impurities, which may lead to the failure of glazed components in-situ. [Ss_25_60_35]

e) Where internal glazing is included, annealed (float glass) shall not be specified in any instance. [Ss_25_60_35]

f) Where internal glazing is included, all windows and doors shall retain their structural and dimensional stability over the life cycle of the component including all working parts. [Ss_25_60_35]

2.14.2.16 Security measures shall be in accordance with the requirements in the following sections of the GDB:

a) 2.2.3: Site Access. [PM_10_20_90]

b) 2.3.22: Entrances and Circulation - for access control. [PM_10_20_90]

c) 2.5.5: External Doors and Windows, Section 2.6.3: Internal Doorsets and 2.6.4: Internal Door Hardware - for doors, and locks and suiting details. [PM_10_20_90]

d) 2.5.5 External Doors and Windows - for windows, glazing and roof lights. [PM_10_20_90]

e) 2.3.19: Non-teaching Storage - for secure storage. [PM_10_20_90]

f) 2.6.9: Wayfinding and Signage - for wayfinding, warning signs and notices. [PM_10_20_90]

g) 2.10.5: Communication Systems. [PM_10_20_90]

h) 2.10.4 for lift installations. [PM_10_20_90]

i) Technical Annex 2B for fencing. [PM_10_20_90]

j) Technical Annex 2E for external and security lighting. [PM_10_20_90]

k) Technical Annex 2G: Section 5 for electronic security systems, including access controls, CCTV and intruder alarms. [PM_10_20_90]

2.14.2.17 Training, a Building User Guide and a logbook, in accordance with the Soft Landings protocol, shall all be provided to the relevant school users to ensure that the security system is understood. [PM_70_85_55]

2.14.3. Fire Safety and Evacuation

2.14.3.1 Any means of escape, fire-fighting equipment, automatic detection systems and fire signage provisions shall comply with Building Regulations 2010 Part B, 'Fire Safety'. [PM_10_20_90]

2.14.3.2 Building Bulletin 100, 'Design for Fire Safety in Schools' (BB100), advises how to design School Buildings so that they satisfy Part B. BB100 is referred to in AD B, which says the design of fire safety in schools is covered in Building Bulletin 100, which shall be used. Building Bulletin 100 contains fire safety provisions that are outside the scope of the Building Regulations. [PM_10_20_90]

2.14.3.3 A Fire Safety Management Plan shall be produced, as detailed in the DfE's EiR's and as defined in Section 2.10.4.7. [PM_10_20_28]

2.14.3.4 All elements of the structure, finishes, fixtures and fittings in the Works shall comply with all relevant legislation, codes of practice and guidance. [PM_10_20_82]

2.14.3.5 Fire doors which are subject to heavy usage e.g., circulation routes, shall have the facility to be held open by electro-magnetic contacts wired into the fire alarm system (see Section 2.6.4 Internal Door Hardware). [PM_35_30]

2.14.3.6 Fire stopping and fire doorsets shall only be installed by:

a) a third party accredited company, or [PM_35_30]

b) a trained individual who has been assessed as competent through third party accreditation. [PM_35_30]

2.14.3.7 All fire stopping, fire dampers and fire protection measures shall be documented using photographic records. [PM_70_15_31]

2.14.3.8 On completion, all passive protection measures installed shall be labelled, photographed, scheduled and recorded on plans by the third party installer. [PM_70_15_31]

2.14.3.9 On Completion, the Contractor and the Employer shall have a comprehensive record and audit trail to demonstrate compliance which the end user can manage and update during the buildings' life (note: this information shall be housed within the H&S file and in the Regulation 38 Statement). [PM_70_15_31]

2.14.3.10 A fire strategy shall be agreed with the approving authorities i.e., the Local Authority Building Control or Approved Inspector. It is a requirement for the Contractor to carry out a preliminary fire risk assessment to inform the draft Fire Safety Management Plan (FSMP), the content of which should follow the guidance in the latest version of BB100. [PM_80_50_30]

2.14.3.11 For evacuation of mobility impaired pupils and staff the Building shall be designed to enable all occupants to escape unaided so far as is practicable. In multi-storey buildings evacuation lifts shall be provided rather than standard passenger lifts. In mainstream schools the provision shall be related to the number of pupils and storeys served: [PM_80_50_30]

a) for new schools with no more than two storeys and fewer than 900 pupils, a single evacuation lift of 1400mm x 1100mm (internally) minimum [PM_80_50_30]

b) for larger schools with at least three floors and 900 pupils or more, a single two wheelchair lift of 2000mm x 1400mm, or two lifts of 1400mm x 1000mm (internally) adequately separated on plan. [PM_80_50_30]

2.14.3.12 For special schools the evacuation lift provision should be determined on an individual basis, but subject to a default minimum of:

a) for all multi-storey special schools, a lift of 2000mm x 1400mm (internally) [PM_80_50_30]

b) for all non-ambulant special schools, a two wheelchair lift of 2400mm x 1400mm (internally). [PM_80_50_30]

2.14.3.13 Depending on the layout of the school, it may be necessary to provide refuges. These are places of safety where mobility-impaired people can wait until they are escorted out of the building, and these are usually in a protected stairway or lobby. They should be a minimum of 900mm x 1400mm.

2.14.4. Fire Detection and Alarm Systems

2.14.4.1 Any fire detection and alarm systems provided shall comply with the requirements given in Technical Annex 2G. [PM_10_20_90]

2.14.5. Automatic Fire Suppression Systems

2.14.5.1 Sprinkler or water mist systems shall be provided if specified in the SSB, if they form part of the proposed fire strategy and/or as expressly required below. [Ss_55_30_98_85]

2.14.5.2 Sprinkler or water mist systems are expressly required in:

a) all new school multi-storey buildings with a storey height over 11m above ground level. The height is measured from ground level on the lowest side of the building to the top of the floor surface of the top storey [Ss_55_30_98_85]

b) all new Special School buildings [Ss_55_30_98_85]

c) all new boarding accommodation. [Ss_55_30_98_85]

2.14.5.3 Where sprinkler or water mist systems are installed, they shall comply with Technical Annex 2G. [PM_10_20_90]

3. Fittings, Furniture and Equipment (FF&E)

3.1. Overarching Requirements

3.1.1 This section sets out the general requirements for Fittings, Furniture and Equipment (FF&E) for all schools. It should be read in conjunction with Technical Annex 3 [PM_10_20_90]

3.1.2 Information shall be exchanged in accordance with the DfE's EIR. [PM_10_20_28]

3.1.3 Where the Project includes Supplementary Area such as a residential facility, the requirements for FF&E set out in Technical Annex 3 and in the School-specific Brief, including its Technical Annexes shall be met. [PM_10_20_90]

3.1.4 In all spaces in the Works in which FF&E is to be provided, the following requirements shall be met:

a) FF&E items provided with similar attributes to the FF&E listed in Annex SS1 shall be approved by the Employer. FF&E shall allow the user activities listed in Annex SS1 to be carried out safely, effectively, and efficiently by the maximum number of pupils and/or staff, as shown in Annex SS1. [Ss_40_15_35_35]

b) Any FF&E provided shall meet the specifications detailed in Technical Annex 3. [PM_10_20_90]

c) When legacy items are re-used, the Contractor shall be responsible for ensuring they are in safe working order. [PM_10_20]

d) The layout of any FF&E shall be coordinated with the Building Services, in line with the requirements in Technical Annex 3, and shall be demonstrated in an FF&E layout. [PM_10_20_90]

e) There shall be careful co-ordination between FF&E suppliers, fitters, ICT installation and mechanical and electrical (M&E) design and installations. [PM_10_20_82]

f) Internal wall elevations shall be provided as part of the detailing of fitted FF&E, taking account of any preferences for teaching wall elevations identified in the SSB. [PM_10_20_82]

g) Legacy equipment Requiring service connections shall be tested and certified by the Contractor before connection to fixed supply systems. [PM_10_20_82]

h) Safety and ventilation systems shall be in place for gas equipment. [PM_10_20_82]

3.1.5 FF&E manufacturers used by the Contractor shall have current BS EN ISO 14001 accreditation. [PM_10_20_90]

3.2. FF&E Definitions

3.2.1 FF&E comprises:

a) Fittings, including worktops, sinks etc. [Ss_40_15_35_35]

b) Fitted Furniture, which is fitted to the fabric of the Building, including under-bench cupboards. [Ss_40_15_35_35]

c) Fixed Furniture and Equipment (F&E) which is fixed to a structure for stability, including tall library shelving units. [Ss_40_15_35_35]

d) Loose F&E, including chairs and tables. [Ss_40_15_35_35]

3.2.2 FF&E does not include services such as electrical outlets, public address and alarm systems, passive ICT Infrastructure such as cabling, extraction systems, and fittings such as partitioning and sanitaryware. [PM_10]

3.3. General Layout Requirements

3.3.1 Layouts shall demonstrate and allow for:

a) spaces which are not cramped or overcrowded for the maximum number of pupils to be accommodated in the relevant area [PM_10_80]

b) the School's curriculum and the activities listed in Technical Annex 1A and 1B and Annex SS1 [PM_10_20_90]

c) a number of different settings to suit different teaching styles and the educational objectives of the School [PM_10_80]

d) more than one teaching position, where possible or where required in the SSB [PM_10_80]

e) good sight lines to and from the teacher and all pupils in the space [PM_10_80]

f) all pupils to access all activities effectively and safely [PM_10_80]

g) disabled pupils to be able to access all activities on offer in at least one space of each type or within each Suite of Spaces [PM_10_80]

h) safe movement by pupils and easy access to fire escape routes, with no fitted F&E blocking exits [PM_10_80]

i) the safe positioning of and use of equipment, in line with manufacturers guidance and as required in the SSB [PM_10_80]

j) fitted F&E to be placed at 90° to windows to avoid glare, for ICT areas [PM_10_80]

k) ICT equipment proposed for the room to be safely located with access to appropriate power and data [PM_10_80]

l) central parts of the space to be clear for moveable items by restricting fitted and fixed F&E to the perimeter of the space [PM_10_80]

m) easy supervision of equipment by placing them in one activity zone [PM_10_80]

n) sufficient space for the safe operation of machinery and other equipment as defined in Technical Annex 3. [PM_10_20_90]

3.3.2 FF&E layouts shall be used to determine the optimum location of servicing outlets such as, but not limited to, gas, power and water, and to ensure that these are safely positioned. [PM_10_80]

3.3.3 In all spaces, the layouts shall illustrate that any ICT required can be accommodated. [PM_10_80]

3.4. Space-specific Requirements

3.4.1 For FF&E the following requirements shall be met, as well as any outlined in the SSB. [PM_10_20_82]

3.4.2 In Practical Teaching spaces, the FF&E used, and the associated FF&E layouts shall meet the following requirements:

a) Light Practical spaces are suitable to be used safely as registration bases. [PM_10]

b) Sinks are positioned to avoid congestion when used by several pupils. [PM_10_20_82]

c) Specialist fitters are used to fit specialist equipment, for example suppliers of service pedestals in science laboratories. [PM_10_20]

d) The serviced system in a science laboratory is suitable for the size and shape of the proposed science space, its service arrangement and the priorities of the School. [PM_10_80]

e) Rooms provided for art shall have space for both horizontal and vertical display of two and three-dimensional work. [PM_10_80]

3.4.3 In assembly halls and other performance spaces:

a) a number of assembly and performance options shall be possible for the given seating capacity using generic furniture and any bleacher seating provided, allowing for access and circulation [PM_10_80]

b) specialist suppliers shall be consulted on the most appropriate location of any new audio-visual equipment [Ss_40_25_80]

c) specialist suppliers shall be consulted on the most appropriate equipment specification and fixing method, including stage lighting bars and lanterns [Ss_40_25_80]

d) there shall be space to manoeuvre chairs, examination tables and staging when not in use [Ss_10_80]

e) in a performance space curtains shall form a proscenium arch and shall not block entrances and fire exits, while good sight lines are available from the audience. [Ss_40_25_80] and [Pr_40_30_29_72]

3.4.4 Any new Mainstream Secondary School hall shall be provided with either: retractable bleacher seating at one end and a floor-level performance area at the other; or a permanent raised stage area, extendable by demountable staging, to provide a performance area at one end of the hall. [Ss_40_25_80]

3.4.5 Unless specified otherwise in the SSB, any Secondary School of less than 900 places shall be provided with a permanent stage. Any Special School of more than 200 pupils or Secondary School of 900 places or more shall be provided with retractable bleacher seating. [Ss_40_25_80]

3.4.6 The performance area within any Mainstream Secondary School assembly hall shall be designed to ensure that:

a) it is the full width of the hall, accessed from doors at either side of the end wall at the appropriate height [SL_25_10_05]

b) the end wall is behind the performance area and suitable as a cyclorama [SL_25_10_05]

c) the minimum performance area, for assemblies, is 1.5m deep if floor-based or 2.4m deep if provided on a stage [SL_25_10_05]

d) the maximum performance area, for major performances, is at least 6.9m deep. [SL_25_10_05]

3.4.7 Where bleacher seating is used, it shall be retractable and extend to approximately half of the length of the hall and, wherever possible, the full width of the hall, with minimal gaps at each side. [Ss_40_25_80]

3.4.8 Where bleacher seating is used, it shall be electronically operated by a hand-held control and, when retracted, fit within the storage area for retractable bleacher seating identified in Annex SS1, at the back of the hall following advice from a specialist supplier. [Ss_40_25_80]

3.4.9 Where a permanent raised stage is used, it shall provide the minimum performance area described above on a permanent stage, with stair and disabled access (for instance through a platform lift) provided to access the doors in the end wall. [Ss_40_25_80]

3.4.10 Where a permanent raised stage is used, the following FF&E shall be provided:

a) Sufficient demountable staging (or other staging options) to extend the stage to accommodate the maximum performance area set out in Section 3.4.6 (d) (as well as other staging options). [Ss_40_25_80]

b) Demountable steps to the front of the stage. [Ss_40_25_80]

c) Sufficient loose chairs to provide seating to the remainder of the hall (with aisles and a 1.8m gap between the front row and the stage). [Ss_40_25_80]

3.4.11 Where a demountable raised stage is used, the staging shall be chosen to be easily stored, with the chairs within the furniture store identified in Annex SS1 which shall open directly off the hall. [SL_90_50_32]

3.4.12 In indoor dining rooms, the FF&E and the associated FF&E layout shall demonstrate:

a) a logical flow for pupils round the dining room from arrival, queuing to collect food (both hot and cold) eating and self-clearing (based on the number of lunch sessions), the number of pay stations (where relevant) and the hot/cold food offering split, as outlined in Annex SS1 and SSB [Ss_40_45_70_22]

b) space for food vending trolleys and dirty/waste collection points [Ss_40_45_70_22]

c) sufficient circulation space for pupils to move between dining tables and to enable a wheelchair user to access some tables and dine alongside other pupils [Ss_40_45_70_22]

d) the servery tray slide to ensure an efficient service and pupils' safety [Ss_40_45_70_22]

e) agreed seating capacity for the allocated amount of time and the number of pupils, as specified in the SSB [Ss_40_45_70_22]

f) furniture storage provision with sufficient space around it, as required in Annex SS1. [SL_90_50_32]

3.4.13 In school kitchen spaces, the FF&E and the associated FF&E layout shall provide:

a) catering equipment necessary for the preparation of hot and cold meals in a cost effective and efficient manner to allow the School to deliver the number of meals in accordance with the preparation model, at the frequencies specified in the SSB [Ss_40_45_37_45]

b) a functional layout that allows for efficient operations and any special dietary requirements, by arranging the main activity areas of delivery, storage, preparation, cooking and wash-up in a logical sequence to ease workflows (further details on kitchen planning are given in Technical Annex 3) [Ss_40_45_37_45]

c) a sensible 'flow' from the self-clearing facility to the kitchen pre-clean area and dish wash, and from dishwasher to crockery/cutlery/tray storage [Ss_40_45_37_45]

d) high efficiency kitchen equipment, to achieve the good practice benchmarks for energy usage for schools given in CIBSE TM50 'Energy Efficiency in Commercial Kitchens', 2009. [PM_10_20_90]

3.4.14 In Secondary School learning resource centres, along with any specific requirements within the SSB, the FF&E used and the associated FF&E layout shall allow for:

a) good sight lines from the librarian's desk, where provided, to all parts of the learning resource centre [Ss_40_25_26_47]

b) flexibility to take on board different uses of the space in the future [Ss_40_25_26_47]

c) low shelving or seating positioned near windows to achieve maximum benefit from natural lighting. [Ss_40_25_26_47]

3.4.15 In SEN support spaces, the FF&E used, and the associated FF&E layout shall contribute to a calming environment. [Ss_40_15_35_35]

3.4.16 Store rooms for SEN support spaces shall have enough clear space for any specialist equipment, including both Teaching Resources and aids for pupils with additional needs. [PM_10_80]

3.4.17 In store rooms, shelves shall be provided for the number and type of items to be stored therein. Space provided adjacent to shelving shall allow items to be safely manoeuvred. [Ss_40_15_35_35]

3.4.18 For coats and bags storage, including pupil lockers and coat hooks, the FF&E provided and the space in front of the lockers or hooks shall meet the following requirements:

a) Pupil storage is provided, in line with Annex SS1 and any requirements in the SSB. [Ss_40_15_35_35]

b) Where coats and bags are placed in the classroom (usually in Primary or Special Schools) this shall be within the storage area listed in SS1 and shall not compromise area required for teaching. [PM_10_80]

c) Lockers shall not be placed alongside guarding or balustrades, shall not restrict movement along main circulation routes and shall not be congested by creating banks of multiple units. [Pr_40_30_87_48]

d) Lockers shall be positioned to avoid long travel distances between lessons and access shall not compromise the safe use of circulation space as defined in Technical Annex 3. [PM_10_20_90]

e) Lockers above 1.2m high shall be fixed to the wall and secured by the School's preferred method e.g., combination locks, as defined in the SSB. [Pr_40_30_87_48]

3.4.19 In PE changing rooms, FF&E shall be provided which allows comfortable and safe conditions for pupils. The positioning of lockers and benches shall not compromise the safe use of the space, as defined in Technical Annex 2ATechnical Annex 3 and the SSB. [PM_10_20_90]

3.4.20 Noticeboards in circulation areas shall be fitted to satisfy the requirement of Technical Annex 3. [Pr_40_30_25_58]

3.4.21 In protected corridors (those used for means of escape) noticeboards shall be fitted with a cover. The preference is for this to be top hung. [Pr_40_30_25_58]

3.5. Services within FF&E

3.5.1. General Requirements

3.5.1.1 All serviced FF&E shall be integrated with the electric lighting, power and other systems in the Building. Coordination of responsibilities for fittings and connections shall be the responsibility of the Contractor. [PM_10_20_82]

3.5.1.2 All equipment requiring connection to Building Services shall be connected using an integrated and responsive system of mechanical, electrical, protective and communication installation. [PM_10_20_82]

3.5.1.3 All services and installations associated with equipment shall meet the relevant standards as outlined in Technical Annex 2F and Technical Annex 2G. [PM_10_20_90]

3.5.1.4 Pipework or cables associated with equipment shall be easily accessible for maintenance (but hidden from view wherever possible), shall not provide dust traps, and shall be protected from potential damage or vandalism. [PM_10_20_82]

3.5.1.5 Any connections, distribution systems, components and containment systems within FF&E shall be safely protected, tamper-proof, correctly insulated, and free from exposed contacts and clearly labelled. [PM_10_20_82]

3.5.1.6 Specialist suppliers shall install serviced equipment, whether new or Legacy. [PM_10_20_82]

3.5.1.7 All user controls on equipment and used by Pupils shall be comprehensible and accessible. [PM_10_20_82]

3.5.1.8 All controls shall be securely fixed to the item of FF&E or the internal fabric of the Building (i.e., not remote controls) and shall not rely upon batteries for power. [PM_10_20_82]

3.5.1.9 Controls such as isolator switches on FF&E shall only enable use by authorised personnel. [PM_10_20_82]

3.5.1.10 All FF&E incorporating water and drainage (such as serviced appliances in D&T workshops, food rooms and science laboratories) shall be installed to ensure hygienic conditions and the effective disposal of wastewater. [PM_10_20_82]

3.5.1.11 Socket outlets shall be positioned away from sinks to reduce the risk of electrically powered equipment being placed in water, as required in Technical Annex 2G. [PM_10_20_90]

3.5.1.12 In food rooms, socket outlets shall be positioned to ensure that an electrical cable attached to a piece of equipment does not have to cross a hot cooking surface. [PM_10_20_82]

3.5.2. Integration with ICT

3.5.2.1 The use of new and Legacy furniture shall take account of the School's ICT solution as outlined in the SSB and SS5, the cabling requirements of user devices and the link between technology and specialist equipment e.g., CAD CAM systems. [PM_10_20_82]

3.5.2.2 Where ICT furniture is provided that has not been specifically designed to accommodate computer equipment, it shall not compromise space and comfortable, effective and safe use of the technology and, where appropriate, cable management. [PM_10_20_82]

3.6. Blinds and Curtains

3.6.1 In a New or Refurbished Building, blinds and/or curtains shall be provided in line with the SSB, SS1 and Technical Annex 3 including:

a) to exterior glazing and rooflights for solar glare and daylight control, as required in Section 3.2.1 of Technical Annex 2E [Pr_30_59_07]

b) to exterior glazing in science laboratories and science studios for dim-out during science experiments, as required in Section 5.2.6 of Technical Annex 3 [Pr_30_59_07]

c) to exterior glazing for dim-out in performance spaces, as required in Section 5.2.6 of Technical Annex 3. [Pr_30_59_07]

3.6.2 Blinds or curtains shall be provided to internal glazing for dim-out, as required in Section 4.2 of Technical Annex 2D. [Pr_30_59_07]

3.6.3 Blinds or curtains shall be provided to internal glazing where privacy is required, as required in Section 4.2 of Technical Annex 2D. [Pr_30_59_07]

3.6.4 In a Secondary School, curtains shall be provided to form a proscenium arch at the front of the maximum performance area in a hall, as required in Section 5.2.6 of Technical Annex 3. [Pr_30_59_07]

3.6.5 Shower curtains shall be provided in changing rooms, as required in Section 5.2.6 of Technical Annex 3. [Pr_40_30_20_78]

3.6.6 The installation within the sample room shall demonstrate the effectiveness of blinds. [Pr_30_59_07]

3.7. Performance and Quality

3.7.1. General Requirements

3.7.1.1 All FF&E shall be provided to satisfy the quality and performance requirements specified below and within Technical Annex 3 and the SSB to ensure it is safe. [PM_10_20_90]

3.7.1.2 All FF&E provided shall comply with current British and, where appropriate, European Standards. [PM_10_20_90]

3.7.1.3 Certificates and reports of tests shall be carried out in accordance with the DfE's EIR. [PM_70_15]

3.7.1.4 New FF&E shall be ergonomically designed to ensure comfortable use and to meet the needs of different ages and physical abilities, as set in Technical Annex 3. [PM_10_20_90]

3.7.1.5 External FF&E provided shall be chosen to allow a variety of layouts and easy rearrangements, including movement over distances (for example moving rugby posts to storage at the close of season), but sufficiently robust to withstand rigorous use. [Ss_40_45_37_28]

3.7.1.6 New FF&E shall not have any sharp edges or corners that may cause injury and chairs are designed so that legs do not protrude beyond the top of the back or present a tripping hazard. [Ss_40_15_35_35]

3.7.1.7 Furniture screens shall be stable with a suitable mechanism for fixing together, lightweight enough to be re-organised quickly and easily and shall not present a tripping hazard. [Ss_40_15_35_35]

3.7.1.8 Laboratory furniture shall meet the service requirements in Technical Annex 1A and 1B and Annex SS1. [PM_10_20_90]

3.7.1.9 Laboratory furniture shall allow pupils to carry out practical activities individually, in pairs and in small groups. [Ss_40_25_75_45]

3.7.1.10 Laboratory layouts shall allow all pupils to be able to face the demonstration bench and be observed by the teacher. [Ss_40_25_75_45]

3.7.1.11 In order to allow visually impaired students to differentiate between furniture components and interior finishes they shall adopt contrasting colours. [Ss_40_15_35_35]

3.7.1.12 Where FF&E is height adjustable it shall be easily and discretely operable by the user. [Ss_40_15]

3.7.2. Fabric and Materials

3.7.2.1 The fabric and materials used for FF&E shall be compliant with the requirements specified below and in Technical Annex 3, to ensure they are safe. All F&E shall provide:

a) contrasts of colour for pupils with visual impairment, for example the carpet and the chair colour shall differ from that of tables [Ss_40_15_35_35]

b) finishes appropriate for the activities taking place in the room [Ss_40_15_35_35]

c) robust edging materials not susceptible to misuse [Ss_40_15_35_35]

d) edges, corners and frames on dining tables which shall not trap food [Ss_40_15_35_35]

e) sound absorbency necessary to meet the acoustic requirements of that space [Ss_40_15_35_35]

f) items using low VOC materials including for cabling, paints and adhesives and manufactured to prevent 'off-gassing' pollutants like volatile organic compounds (VOC). [Ss_40_15_35_35]

3.7.2.2 The fire resistance of any F&E provided shall be compliant with current British and, where appropriate, European Standards as listed in Technical Annex 3 (and with any that are known to be due to come into force); this is particularly important where a high volume of furniture shall be stacked and stored. [PM_10_20_90]

3.7.2.3 Upholstered furniture shall meet the relevant British and European standards particularly for flammability, strength and stability and fabric wear and tear. 'Where Legacy furniture is to be transferred, it is required to be 'fire safe' for use in new buildings, in order to be re-used in a different setting. [PM_10_20_90]

3.7.3. Design Life and Maintenance

3.7.3.1 All FF&E provided shall be easily cleaned and maintained and all materials and components shall have a suitable design life to ensure minimum inconvenience and disruption from breakdowns, repairs and maintenance activities. All F&E provided shall:

a) be durable and easy to maintain [Ss_40_15_35_35]

b) be simple in construction, to reduce maintenance and replacement costs [Ss_40_15_35_35]

c) be easy to operate where adjustable (but difficult to misuse), repair or replace [Ss_40_15_35_35]

d) be housed in such a way that it is easy to access or remove for maintenance purposes. [Ss_40_15_35_35]

3.7.4. Warranties

3.7.4.1 All items of FF&E provided shall have warranties as set out in the DfE's EIR. [PM_10_20_28]

4. ICT Design Requirements

4.1. Introduction

4.1.1 This section sets out the requirements for the ICT elements of the building design and works; School-specific information, for example the type of Legacy equipment that shall be transferred, is contained within the School-specific Brief including Annex SS5. Read together, these shall provide sufficient information to develop proposals, along with other relevant sections in this Generic Design Brief (GDB), where referenced in the section. [PM_10_20_90]

4.1.2 New infrastructure, initial training, AV installation and the decant and installation of Legacy ICT equipment shall be provided. [PM_10_20]

4.1.3 Where the Project includes Supplementary Area, such as a residential facility, requirements for ICT in the GDB, and School-specific Brief, including its Annexes, shall be met. [PM_10_20_90]

4.1.4 A detailed statement applicable to all sections shall be provided showing the approach taken by the Contractor, manufacturers, distributors and installers towards carbon neutrality including, but not limited to, carbon offset, use of sustainable resources and recycling of materials. [PM_10_20_82]

4.1.5 ICT Infrastructure means:

a) Passive ICT Infrastructure - cabling infrastructure for data and voice services, including data outlets, containment, patch panels and cabinets. [Ss_75_10]

b) Active ICT Infrastructure – Core and Edge network switches and associated network switches and routers, including support for Power over Ethernet and wireless Active Equipment – Controllers and Access Points for an enterprise whole-school wireless network. [Ss_75_10]

c) Telephony – an enterprise level, VOIP telephony solution including core equipment and handsets, and incoming connectivity and digital backup connectivity for Building Services, including but not limited to alarms, fire prevention systems and lifts. [Ss_75_10]

d) Internet provision – the provision or relocation of gigabit capable fibre broadband internet connection. [Ss_75]

4.2. Server Rooms and Hub Rooms

4.2.1 General requirements are as follows:

a) A dedicated, secure environment shall be provided including, but not restricted to, cabinets holding servers and associated storage and backup equipment, core switches, edge switches, wireless controllers, telephony systems, distribution points and terminating equipment for broadband and telephone lines, and for connections to additional Server and Hub Rooms containing supplementary equipment, such as edge switches, as required. [SL_90_90_77]

b) Services (including but not limited to pipework, hoses, ducting and containment) that are not supplying the Server or Hub Rooms shall not to be routed through, above, or on adjacent walls to the room. [PM_10_20_82]

c) Server Rooms and hub rooms shall not be adjacent to or below rooms with any water services with the exception of sprinkler systems where used. [SL_90_90_77]

d) Server Rooms and hub rooms shall not be susceptible to flooding from any adjacent location on the same level or above. [SL_90_90_77]

e) Server Rooms and hub rooms shall not be located on the roof or below ground floor level. [SL_90_90_77]

f) All service and delivery access routes to the Server Rooms or hub rooms shall allow easy movement and installation of equipment and fittings without dismantling large items. [SL_90_90_77]

g) Access to the Server Rooms or hub rooms should not be through another room. [SL_90_90_77]

4.2.2 Design requirements:

a) Anti-static flooring shall be provided, and all extraneous metal parts, including door frames, shall be electrically earth bonded. See Section 7.2 of Technical Annex 2D. [PM_10_20_90]

b) Circulation space shall be provided for ease of servicing and maintenance activities without the need for moving any cabinets. [SL_90_90_77]

c) The main Server Room shall be the termination point for any Internet and telecommunications services to the School and any rooftop aerial or satellite dish

for receiving digital broadcast transmissions, as described in the School-specific Brief. [SL_90_90_77]

d) Server Rooms and hub rooms shall be designed to meet the requirements of BS EN 50174, and the locking requirements in Technical Annex 2D. [SL_90_90_77]

e) All cabinets shall be accessible from the front and rear with space for the cabinet doors to open fully when the door(s) to the room are closed. The minimum clearance on all faces of the cabinets where access is required shall be 1.2m. [SL_90_90_77]

f) All cabinet doors shall open in a direction to ensure a person cannot be trapped in the case of an emergency. [SL_90_90_77]

g) The minimum depth of a Server Room or hub room for a 1000mm deep cabinet (see Section 4.5.1) shall be 3.4m. The minimum width of a Server Room or hub room for an 800mm wide cabinet (see Section 4.5.1) shall be 2.2m. For each additional cabinet the same minimum depth shall be maintained, and the width shall increase by 0.8m, leaving 1.4m to the side wall as per BS EN 50174-2 and its associated drawings. [SL_90_90_77]

4.3. Server Rooms and Hub Rooms - Power

4.3.1 The following shall be provided:

a) A dedicated clean power supply on a separate circuit to enable the Server Room and hub room supplies and associated services including, but not limited to, air environmental control units and lighting, to be left running while power in other sections of the Building is switched off. [Ss_70_30_45_45]

b) A sub-meter to the Server Room and hub room power supply, see Technical Annex 2H. [Pr_80_51_51_28]

c) Environmental control units which restart to an agreed stored setting. [Ss_75_70_52]

d) Sufficient power supplies that support the equipment planned to be housed within the Server Room and hub rooms. [Ss_70_30_45_45]

e) Power distribution units to support all active infrastructure, servers and associated components. [Ss_70_30_45_45]

f) An accessible socket outlet adjacent to each cabinet, of a rating appropriate to the respective load, a minimum this shall be 1 x 32A for each server/core equipment cabinet and 1 x 16A for each edge switch cabinet. [Pr_65_72_97_84]

g) Server and data cabinet surge protection to prevent damage to equipment. [Pr_65_72_27_48]

h) Reference should be made to Technical Annex 2G. [PM_10_20_90]

4.3.2. Uninterruptible Power Supplies (UPS)

4.3.2.1 With regards to UPS the following requirements shall be met:

a) Uninterruptible Power Supplies (UPS) shall be provided in the form of rack-mounted battery systems that shall provide 30 minutes autonomy, as a minimum, in any cabinet containing any of the following:

   i) Servers and associated storage and backup systems [Pr_60_70_64_93]

   ii) Core switches [Pr_60_70_64_93]

   iii) Wireless controllers [Pr_60_70_64_93]

   iv) Broadband terminating equipment and/or routers [Pr_60_70_64_93]

   v) Core telephony equipment and/or routers. [Pr_60_70_64_93]

b) The ratings of the UPS shall be compatible with the load, the connecting cable(s) and the incoming power supply to which they are connected. [Pr_60_70_64_93]

c) Relevant software shall be provided to enable a controlled shutdown (if required), with notification for all Servers, within the available runtime of the UPS battery(s). [Pr_60_70_64_93]

d) UPS shall comply with BS EN 62040-1 and BS EN 62040-3 or their replacements. The mode of operation shall be on-line. [Pr_60_70_64_93]

e) Batteries shall be integral to the UPS enclosure, have an autonomy of 30 minutes, are Valve Regulated Lead-Acid (VRLA) to BS EN 60896-21 and BS EN 61056-1. [Pr_60_70_64_93]

f) Non-gassing valve regulated batteries are required for the UPS and do not off-gas except under fault conditions. [Pr_60_70_64_93]

g) Devices with dual power supply units shall not have both connected to the same UPS. The UPS shall not create a single point of failure. The UPS shall have a sufficient quantity of power output connections, of an appropriate rating and type, to support the required range of equipment to be protected, including the use of PDU's of an appropriate rating, type and length, as required. [Pr_60_70_64_93]

h) Each cabinet containing a UPS shall be fitted with a system for monitoring temperature in and above the cabinet, and to enable safe shutdown in the event of temperature rise – to be specified by the School. [Ac_05_50_54]

4.4. Server Rooms and Hub Rooms – Environmental Control

4.4.1. Environmental Design

4.4.1.1 Any environmental design shall maintain an optimal working temperature and environment for the specified ICT equipment in accordance with the manufacturer's guidance. Acceptable operating temperature range should be rated as per the requirements of a working space, occupied by staff as per Technical Annex 2H Table 7. [PM_10_20_90]

4.4.1.2 Server Rooms and hub rooms shall be provided with filtration to prevent dust ingress. [SL_90_90_77]

4.4.1.3 The UPS should have temperature sensors fitted to the top of the cabinet, so that when the temperature rises 10 degrees Centigrade above that specified for the space in the Server room and/or hub room, the UPS is activated. [Pr_75_50_76_03]

4.4.1.4 Environmental control units shall be positioned for maximum effectiveness and easy maintenance. The units and their pipework shall not be located above equipment cabinets in case of leakage. The condensate should be taken to the nearest drain outside the room. [PM_10_20_82]

4.4.1.5 A rationale shall be provided for the Environmental Control strategy in all Server and Hub Rooms, which should be in line with the overall design of the School, and its approach to Net Zero. [PM_40_30_52]

4.5. Server Rooms and Hub Rooms - Furniture

4.5.1 All cabinets shall be 1000mm x 800mm, 42u, with full height perforated mesh doors to front and rear. [Pr_80_77_28_21]

4.5.2 Sufficient server cabinets shall be provided to house the servers and other equipment including, but not limited to, servers, controllers and routers, that form part of the ICT solution identified in the School-specific Brief or provided within this Output

Specification. The design and layout of the cabinets shall support the cooling strategy of the room. [Pr_80_77_28_21]

4.5.3 Sufficient cabinets shall be provided to house patch panels and cable management for copper and fibre termination and active network distribution equipment, for example core and edge switching. [Pr_80_77_28_21]

4.5.4 Patch panels shall be provided for data, telephony and fibre distribution to complete the network topology. [Pr_75_80_50_60]

4.5.5 All outlets shall be appropriately labelled. [Pr_75_80_50_60]

4.5.6 Patch panels, cables, RJ-45 modules, and patch leads shall be from one manufacturer. [PM_10_20_82]

4.5.7 A rationale for the cable management strategy shall be provided. [PM_10_20_82]

4.5.8 Service containment and routing shall be provided in the form of dado, tray, riser, and basket containment to match the cable specification and design aesthetics required. To provide redundancy, there shall be two separate, independently routed, conformant fibres linking each hub room to the server room. [Ss_70_30_10]

4.6. Passive Network Infrastructure

4.6.1 The following shall be provided: passive network infrastructure (cables, ducting, containment, routing, termination, patch and fly leads and presentation) including data cabling for the ICT and wireless network and integrated systems which rely on data connections to function, for example, including but not limited to, cashless catering systems, digital signage, telephony, CCTV, Access Control, BMS etc. [PM_10_20_82]

4.6.2 All cabling shall be handled, installed and tested according to the manufacturer's guidance and warranty terms and conditions and to the following British Standards:

a) BS EN 50173: Cabling standards and requirements. [PM_10_20_90]

b) BS EN 50174 series: Installation planning & practices. [PM_10_20_90]

c) BS EN 50310: Bonding/Earthing. [PM_10_20_90]

d) BS EN 6701: Installation, operation, and maintenance. [PM_10_20_90]

4.6.3 Where fibre cabling is used the following requirements shall be met:

a) The installation shall conform to the relevant sections within the BS EN50173 standards for the type of cable being installed. [PM_10_20_90]

b) Fibre shall be a minimum 16 core (per cable) multi-mode OM4 (50/125). [Pr_65_70_15]

c) Each fibre connection shall consist of 2 x 16 core cables via separate, diverse, direct routes back to the server room to ensure that both cannot be severed at the same time. [Pr_65_70_15]

d) Where fibre connects hub and/or server rooms in separate buildings, routes shall be in separate underground ducts, no less than 1m apart. [Pr_65_70_15]

e) No intermediate patch panels or splices shall be used in the cable runs. [Pr_65_70_15]

f) Cable manufacturer guidance on bend radii shall be adhered to. [Pr_65_70_15]

g) Where fibre is over the maximum specified length for the standard, an appropriate higher specification of fibre and terminations shall be used to support the dependent active infrastructure. [Pr_65_70_15]

h) Cables shall be a minimum of Euroclass Cca fire rating, as outlined in the latest iteration of BS 6701 or its replacement. [PM_10_20_90]

i) Sufficient slack of no less than 3m per cable and coiled to manufacturer's guidelines shall be left at each end of the cable to facilitate re-termination or relocation. [Pr_65_70_15]

j) A minimum 20-year manufacturer's warranty shall be provided for the complete full channel cabling system i.e., from switch to device including patch and fly leads. [PM_10_20_82]

4.6.4 Where copper cabling is used the following requirements shall be met:

a) The installation shall conform to the relevant sections within the BS EN 50173 standards. [PM_10_20_90]

b) Copper cabling shall be Category 6A/Class EA, U/FTP - Unshielded outer shell/Foil Shielded Twisted Pair as a minimum, with all terminations and installations following the manufacturer's guidelines. [Pr_65_70_15]

c) No intermediate patch panels or splices shall be used in the cable runs. . [Pr_65_70_15]

d) Cable manufacturer guidance on bend radii shall be adhered to. [Pr_65_70_15]

e) 30cm (minimum) shall be provided as slack at high level close to each end of a cable run. [Pr_65_70_15]

f) The installation shall conform to manufacturer's requirements. [Pr_65_70_15]

g) The length of any individual copper cable shall not exceed 90 metres between termination points. [Pr_65_70_15]

h) All cables shall conform to a colour specification agreed with the School and Employer and be suitable for users with Colour Visual Deficiency. [Pr_65_70_15]

i) All cables shall be terminated on labelled and numbered RJ-45 sockets. Labelling and numbering are agreed with the School. [Pr_65_70_15]

j) All data cables shall be low smoke and zero halogen type. [Pr_65_70_15]

k) Cables shall be a minimum standard of Euroclass Cca fire rating, as outlined in the latest iteration of BS6701 or its replacement. [PM_10_20_90]

l) The Contractor shall provide patch leads consistent with the cabling specification and warranty. The patch leads shall reflect the School specific requirements for any colour scheme and be suitable for users with Colour Vision Deficiency. [Pr_65_70_15]

m) A minimum 20-year manufacturer's warranty shall be provided for the complete full channel cabling system i.e., from switch to device including patch and fly leads. [PM_10_20_82]

n) The cabling system shall meet or exceed the Permanent Link and Channel performances for Class EA and Category 6A, as defined in the respective standards. [PM_10_20_90]

4.6.5 Cable testing shall be undertaken in accordance with the following requirements:

a) Successful test results shall be provided for the performance of and length of 100% of the cables that have been installed. [PM_70]

b) Test results shall be made available to the Employer prior to active infrastructure installation. [PM_70]

c) A sample of installations shall be selected by the Employer for checking by the manufacturer to ensure sub-contractors are accredited by the manufacturer and follow all the manufacturer's installation guidance and requirements. Any star passes shall be considered a fail. [PM_10_20_82]

d) Test results shall include the name of the equipment used to carry out the test, the calibration date of the test equipment, and the date the test was completed. Cable lengths shall be given in metres. [PM_70]

e) All relevant documentation shall be handed over to the School including as built drawings, cabling test results (in metres), cabling warranty certificates and evidence of installer accreditation. [PM_70]

4.6.6 The number of data ports shall be that given in the SSB. Where this information is not provided, it shall be assumed that for Secondary Schools 1.0 data point shall be required per pupil, for Primary Schools 0.7 data points per pupil and for Special and Alternative Provision Schools 2 data points per pupil. The final number and location of data points shall be finalised through the design process. [PM_10_20]

4.6.7 ICT equipment shall require one double power outlet, consisting of two sockets, for each data point provided. The type, number and location of power sockets shall be finalised through the design process. [PM_10_20]

4.7. Active ICT Infrastructure

4.7.1. Network Security

4.7.1.1 A secure wired and wireless environment shall be provided by:

a) Configuring the wired and wireless infrastructure to support network segregation, security, and quality of service (QOS); this shall not impact on the network's deployment or performance and shall be aligned with the School environment and GDPR guidance. A rationale for how this is achieved specific to the School's requirements shall be provided. [PM_10_20]

b) Implementing Network Access Controls and Policy Management that ensure authorised mobile user devices and/or guest user roles are securely authenticated onto the network, and that network traffic is protected from external

and unauthorised internal interception, as per GDPR guidance. The Contractor shall detail how this is to be achieved. [PM_10_20]

4.7.2. Network Design

4.7.2.1 As a minimum the following information shall be provided:

a) A logical diagram of the proposed solution topology, illustrating stacking, switch interconnects, server connections and Server Room and hub room links. All switch models to be identified, all connections to be labelled for speed and to illustrate bonding where applicable. [Ss_75_10]

b) A detailed ICT cost matrix using the template document including component names, manufacturer part numbers, description and quantity for the proposed solution including potential cost options for the School such as external wireless access points. [PM_10_20]

c) Current costs for elements of the solution that require revenue funding at the end of the licensing or support period proposed. For example, continuing support for cloud-based wireless management. [PM_80_30_63]

4.7.2.2 Enterprise-level Active switching, edge, and core shall be provided that:

a) Takes account of the maximum bandwidth of the server network interface, including an analysis of those proposed in the SSB and/or the School-specific ICT Equipment Summary. [Pr_70_75_52_56]

b) Provides as a minimum the following bandwidth between the core switch/es and edge switch stack/s via a minimum of 2 bonded (Active/Active) links per stack. [Pr_70_75_52_56]

Number of edge switches in a stack *Assuming a maximum of 48 ports per switch*	**Bandwidth back to the core**
1 to 4	20 Gbps
5 to 6	30 Gbps
7 to 8	40 Gbps
9 to 10	50 Gbps

Table 8 Number of edge switches in a stack

c) Maximises the bandwidth between switches within each stack such that:

i) Edge switches shall be stacked using specific and dedicated stacking port(s) to enable high speed communication between each switch in the stack as a part of a dedicated resilient architecture. [Pr_70_75_52_56]

ii) Edge switch stacks shall be configured with a single IP address so that the stack can be managed as a single entity. [Pr_70_75_52_56]

iii) Stacking methodology shall support 40 Gbps interconnects between switches in a stack, without the use of link aggregation, bonding of links or similar technologies. A rationale for stacking technology(s) used shall be provided. [PM_10_20]

iv) Where multiple core switches are provided, these shall be connected/stacked with appropriate bandwidth coherent with the wider infrastructure design. A rationale for the bandwidth proposed shall be provided. [PM_10_20]

v) Provides a minimum of 1Gbps connectivity to the user device deployed to the desktop. [Pr_70_75_52_56]

vi) Provides Multi-gigabit ports to support devices and infrastructure equipment that require a higher bandwidth, including but not limited to media devices and Wi-Fi Access Points. [Pr_70_75_52_56]

vii) Shall be configured to support network segregation, security, and quality of service; this should not impact on the network's deployment or performance and should be aligned with the school environment. [Pr_70_75_52_56]

viii) A rationale on how this is to be achieved shall be provided. [PM_10_20]

d) Can accommodate existing and future:

i) 10Gbps connections, including but not limited to servers [PM_10_20]

ii) All Legacy equipment [PM_10_20]

iii) Any upgrades identified in the School-specific Brief [PM_10_20]

iv) Any additional equipment as identified in the School-specific Brief. [PM_10_20]

e) Can accommodate at least one additional module per chassis (where a chassis is provided) or can otherwise be expanded when additional capacity is required in the future. [Pr_70_75_52_56]

f) Has a manufacturer warranty and support arrangement (telephone, email and web), including but not limited to, licences, software and firmware updates, providing 5 years of cover as a minimum. [PM_10_20_82]

g) Outlines any expected ongoing revenue costs and implications for the School following the proposed 5 years' warranty/support period. [PM_80_30_63]

h) Includes an on-site, manufacturer approved, system administrator training package, appropriate to the scale of the solution as recommended by the manufacturer. [PM_10_20]

i) Is Energy Efficient Ethernet compliant to a minimum of 802.3az standard or equivalent. [Pr_70_75_52_56]

j) Has central management tools, licensed and supported by the manufacturer, for a minimum period of five years that can be used to configure the switching (core and edge), monitor performance and provide alerts in the event of a failure. [Pr_70_75_52_56]

k) Can support the elements of the proposed solution that require PoE, in compliance with the IEEE 802.3af/at/bt standard or its replacement including, but not limited to, wireless access points, CCTV cameras, Access Control systems, automated registration points and VOIP equipment. [PM_10_20_90]

l) Has sufficient active and patched ports to support connectivity for 100% of terminated data points across the Site. [PM_80_30_63]

m) Includes an appropriate quantity of PoE ports for the devices that require it, as specified in the School-specific Brief. [PM_10_20]

n) Has a core switch design that is resilient against the failure of any single component, including but not limited to redundant power supply and management modules. [Pr_70_75_52_56]

o) Is suitable for integration into a wider technical solution or support arrangement, if necessary, for example an existing school or estate wide solution, providing details on the standards which shall enable this to occur. [Pr_70_75_52_56]

p) Provides for each switch a configuration file that allows it to be reset to the configuration set at Practical Completion, with logging of any changes made to configuration up to and including the Rectification Period. [PM_10_20_82]

q) Provides confirmation that the proposed solution supports the following conditions and standards as a minimum:

i) That LLDP-Med is implemented in POE+ switches [Pr_70_75_52_64]

ii) That all switches have a minimum of 512MB of memory [Pr_70_75_52_56]

iii) That the switch topology supports a minimum of 16000 MAC addresses [Pr_70_75_52_56]

iv) That the network supports standards for spanning tree, for example MST/RST [Pr_70_75_52_56]

v) Uses non-blocking switch fabric [Pr_70_75_52_56]

vi) That all active equipment including but not limited to switches, access points and controllers has a valid UK warranty [Pr_70_75_52_56]

vii) Designs meet any recommendations published by the manufacturer. [Pr_70_75_52_56]

4.7.2.3 An enterprise-level wireless solution shall be provided which shall support a high number and high density of educational users by:

a) Maximising the bandwidth between the Wireless Access Point (WAP) and the multi-gig switch providing a minimum of 2.5Gb bandwidth per WAP. [Pr_70_75_52_42]

b) Maximising the bandwidth between the AP and the user device by providing high performance access points; a rationale shall be provided for the number of aerials, spatial streams and specific technology used in the AP, and how this supports the wireless standards associated with new and Legacy devices. [PM_10_20]

c) Maximising AP numbers to ensure high backhaul bandwidth to each space, in line with the planned occupation level, to support simultaneous use without degradation in performance, an explanation shall be provided for the number of access points proposed and demonstrate how this maximises the available bandwidth. [PM_10_20]

d) Providing blanket coverage throughout the School Building (excluding plant rooms) which ensures connectivity is not lost whilst users roam around the building. [Pr_70_75_52_42]

e) Providing active signal management and load balancing of user/device connectivity and provide rationale for how this is achieved. [Pr_70_75_52_42]

f) Providing dual band connectivity as a minimum. [Pr_70_75_52_42]

g) Using the latest standard ratified by the Wi-Fi Alliance at the time of installation and be backwards compatible with previous standards. [Pr_70_75_52_42]

h) Configuring to support network segregation, security, and Quality of Service (QOS); the contractor should demonstrate how the initial configuration meets the School's specific requirements. [PM_10_20]

i) Having central management tools that can be used to configure the wireless access points, monitor performance and provide alerts in the event of a failure for a minimum period of five years after handover. [Pr_70_75_52_42]

j) Having a manufacturer warranty and support arrangement (telephone, email and web) including, but not limited to, licences, software enhancements and firmware updates, providing 5 years of cover as a minimum. [PM_10_20_82]

k) Outlining any expected ongoing revenue costs and operational implications for the School following the proposed 5 years' warranty/support period. [PM_10_20]

l) Including an on-site, manufacturer approved, system administrator training package, appropriate to the scale of the solution as recommended by the manufacturer. [PM_10_20]

m) Providing guest access and automated authentication for authorised users. [PM_10_20]

n) To install any existing or new licensed external Wi-Fi access points procured by the School as 'new legacy' equipment and identified in the School-specific Brief, including appropriate lightning protection, grounding, and surge protection. [PM_10_20]

o) The system is scalable at the central controller and is able to accommodate future higher bandwidth requirements and/or the implementation of a resilient dual controller system including reference to licensing, hardware/software capacity, and failover process. [PM_10_20]

p) The system minimises the impact of interference from Building Services systems and adjacent networks and provide details of how this shall be accomplished. [PM_10_20]

q) The system is suitable for integration into a wider existing technical solution or support arrangement if necessary, for example an existing School or estate wide solution, and which standards enable this to occur. [PM_10_20]

r) Each wireless controller is provided with a configuration file that allows it to be reset to the configuration set at Practical Completion, with logging of any changes made to configuration up to and including the Rectification Period. [PM_10_20_82]

4.8. Local Technology

4.8.1. Local Technology – Core

4.8.1.1 Where required, all Local Technology systems, as set out in the Decant Protocol and the School-specific Brief, shall be decanted. [PM_10_20]

4.8.2. Local Technology - AV

4.8.2.1 Where required, all AV equipment, as set out in the Decant Protocol and the School-specific Brief, shall be decanted. [PM_10_20]

4.8.2.2 Any ceiling mounted classroom display technologies including pole mounted and short throw projection shall be securely fitted to eliminate vibration. [Pr_40_70_67]

4.8.2.3 The design shall consider the nature of the specific display technology to be used and provides ways of allowing the display to be viewed clearly and without reflections. [PM_10_20]

4.8.2.4 An AV wiring loom shall be supplied and installed in every teaching space, hall, and meeting room (as required for the respective equipment). The loom shall be presented via an AV faceplate and support the current AV requirements of the School including but not limited to:

a) 1 x VGA + 3.5mm Audio [PM_10_20]

b) 1 x USB [PM_10_20]

c) 2 x HDMI [PM_10_20]

4.8.2.5 AV patch cables shall be provided for each of the above connections to link between the AV faceplate and the user equipment in each space. The length of the AV patch cables

shall be selected to suit the specific layout in each room, with a minimum length of 2m. [Pr_65_70_15]

4.8.2.6 The AV cabling shall be installed in accessible containment and managed to eliminate any interference from adjacent power cables. [Pr_65_70_15]

4.8.2.7 In specialist areas, for example science, food rooms and design & technology rooms, the faceplate location shall take into account the teacher desk and demonstration position to ensure that appropriate connectivity can be maintained between the teacher PC/device and the classroom AV equipment – and that sight lines and viewing angles for students are maintained. [Pr_70_75_04]

4.8.2.8 Where partitions support display equipment, including but not limited to interactive whiteboards, interactive projectors and interactive screens, pattressing shall be installed in accordance with Technical Annex 2D, for the respective equipment, and coordinated with appropriate power and data sockets concealed within or behind the respective equipment. [PM_10_20_90]

4.8.2.9 Where a 'Teacher Wall' is required, it should have agreed power and data to accommodate the equipment, interactive displays and/or associated projector specified in the School-specific Brief or agreed during detailed design; the interactive display area shall be free from obstructions, not limited to dado, to enable the display to be installed at any height for staff and student use. [PM_10_20]

4.8.2.10 Where the Legacy AV equipment from drama, dance, halls, and music spaces is suitable, it shall be decanted and reinstalled. All necessary fixtures, fittings, cabling and infrastructure shall be provided. [PM_10_20]

4.8.2.11 Where the Legacy AV equipment from drama, dance, halls and music spaces is not suitable for decant, the School may procure equivalent new equipment which shall be decanted and reinstalled. All necessary fixtures, fittings, cabling and infrastructure shall be provided. [PM_10_20]

4.8.3. Automated Systems

4.8.3.1 Any cashless catering system identified in the School-specific Brief shall be installed. [Pr_40_30_65_12]

4.8.3.2 Where an indoor dining room is required in Annex SS1, it shall be designed so that there is adequate space for till points, revaluation units, digital signage and serving areas to service the number of diners in any sitting, as given in the SSB. Small power and data as specified for this equipment shall be installed. [PM_10_20]

4.8.3.3 Any Automatic Registration System identified in the School-specific Brief shall be installed and tested. [PM_10_20]

4.8.4. CCTV equipment

4.8.4.1 Where indicated as a requirement in the SSB, an Enterprise Level Video Management System shall be provided and installed meeting ACPO Secured by Design guidance (2014). The system shall meet the following requirements:

a) Enterprise level dedicated IP-rated Network Video Recorders (NVRs) (physical, server or cloud) appropriate to the number of cameras to be installed. [Ss_75_40_53_86]

b) Any physical NVRs shall be installed in a secure, locked cabinet within a Comms Room identified by the School and have secure keyed or password coded access. [Ss_75_40_53_86]

c) The NVRs shall incorporate remote secure access to a second secure cloud or physical location identified by the School. [Ss_75_40_53_86]

d) NVRs shall provide a minimum of 31 days storage of images at a minimum of 24 frames per second (fps) for the first 14 days and 15 fps thereafter. [Ss_75_40_53_86]

e) NVR storage shall be replicated in a second location physical or cloud, to be backed up at a time when the School is not active. Backups can be compiled at 15fps every 14 days. [Ss_75_40_53_86]

f) File formats shall be capable of being exported to an external storage device for viewing by an appropriate and accredited third party. [Ss_75_40_53_86]

g) Cameras with a minimum of 1080p resolution and 24fps video rate shall be used in internal locations. [Ss_75_40_53_86]

h) IP66 rated cameras with infra-red night capability with sufficient infra-red illumination for the desired coverage area, and a minimum of 1080p resolution and 24fps video rate shall be used in external locations. [Ss_75_40_53_86]

i) The CCTV system shall sit behind a firewall, be segregated from the network, and shall be protected from any external interference. [Ss_75_40_53_86]

j) Provides configuration files that allows it to be reset to the configuration set at Practical Completion, with logging of any changes made to configuration up to and including the Rectification Period. [Ss_75_40_53_86]

k) The number of internal and external cameras required shall be specified in the School-specific Brief. Final numbers and locations shall be identified as part of the design process. [PM_10_20]

l) The design solution shall be based upon the specific issues for the Site and shall determine the placement of internal and external cameras. [Ss_75_40_53_86]

m) The requirements of GDPR as applicable to the specific site shall be the operational responsibility of the GDPR Administrator at the school. [PM_10_20_82]

n) Durable panels with statutory information shall be supplied and fitted to walls adjacent to external school entrances and at the entrance to the Secure Line. [Pr_40_10_57_86]

o) The system shall be provided with a minimum of 5 years warranty on the equipment, and 1-year on-site support including 2 site visits for checking and cleaning, firmware updates and maintenance. [PM_10_20]

p) The system shall be provided with any licensing and storage costs covered for 5 years. [PM_10_20]

q) The solution shall include an on-site, manufacturer approved, system administrator training package, appropriate to the scale of the solution as recommended by the manufacturer. [PM_10_20]

r) Any expected ongoing revenue costs and implications for the School, following the warranty/support period and licensing/storage period, shall be provided. [PM_80_30_63]

s) Where an existing Video Management Solution is in place, for example in a multi-academy trust, the solution shall be integrated with this system to the minimum standard given in this GDB. [PM_10_20]

4.8.5. Telephony and Internet

4.8.5.1 Broadband and Backup Connections:

a) The ordering and installation of the broadband connection (last mile, on site equipment and an active connection to the internet) and digital telephone lines shall be coordinated. This shall include, but not be limited to, Redcare, Alarm, Lift and SIP trunking services and the relocation of existing connections or provision of new. [Ss_75]

b) Where SIP trunking services are provided, backup connectivity shall be provided using Redcare or a GSM solution approved by the Alarm and lift supplier. [Ss_75]

c) Where required, existing communication connections from the Existing Buildings to other locations both inside and outside of the red line shall be maintained as well as provision of new connections where necessary. [Ss_75]

d) Internet connections are to be live onsite before ICT Implementation or the 1st commissioning requirement (e.g., Lift). [Ss_75]

e) All revenue costs incurred during this commissioning period are the responsibility of the Contractor. [PM_10]

f) Works shall be carried out in a way that minimises disruption to the School, including but not limited to maintaining connectivity during exam result delivery. [PM_10_20]

g) Capital cost for works sit with the Contractor, revenue costs after handover sit with the School. [PM_10]

4.8.6. Telephone Systems

4.8.6.1 An enterprise level VOIP telephone system shall be provided. The system shall include:

a) A central switchboard with the following features:

i) Call management of internal and external calls including hold, transfer, divert, forward, paging, call back when free [Ss_75_10]

ii) Call information including caller ID and call waiting [Ss_75_10]

iii) Hunt groups including group pick up and rules-based call queues [Ss_75_10]

iv) Call recording to allow a user of the system to record an incoming or outgoing call [Ss_75_10]

v) Voicemail functions including playing a pre-recorded message if the number dialled is not answered, allowing the caller to record a voicemail message, and automatically sending an email notification to the extension's user containing the voicemail as an attached sound file [Ss_75_10]

vi) Hot desk working allowing users to log into a shared phone that then behaves like their own extension so that they can make and

receive calls and check their messages [Ss_75_10]

vii) Mobile twinning allowing users to link an external number to their desk extension so that incoming calls ring on both devices at the same time [Ss_75_10]

viii) An out-of-hours service which plays pre-recorded messages to inform callers of details such as opening hours, website address and when the School is closed [Ss_75_10]

ix) Automated attendant functions, provided through voice and/or key menu options, allowing callers to choose to be transferred to an operator, or to a named person/role/department or to an extension number without going through a telephone operator [Ss_75_10]

x) Date and time-based scheduling of call routing and auto attendant menus [Ss_75_10]

xi) Monitoring and manipulation of call queues with caller priority [Ss_75_10]

xii) Establishment and management of multiple conference calls [Ss_75_10]

xiii) Be capable of interfacing to PA or Tannoy systems where these are provided in the School by other parties [Ss_75_10]

xiv) System administration functions to facilitate the configuration of the system and reporting of its usage - these should be accessible remotely, as well as from the school LAN, to allow changes to be made from an authorised user connecting via the Internet [Ss_75_10]

xv) Be resilient against the failure of any single component [Ss_75_10]

xvi) Support diversion of phone numbers in the event of an emergency including, but not limited, to a power failure [Ss_75_10]

xvii) Be scalable to accommodate future developments and flexibility of deployment. [Ss_75_10]

b) Fixed handsets, making use of the structured cabling and IP network. [Ss_75_10]

c) Headsets for hands-free operation for reception staff. [Ss_75_10]

d) The telephony solution shall be integrated with the network services including the incoming telephony and broadband services, and which allows users to make and receive calls without using a physical handset. [Ss_75_10]

e) The telephone system equipment shall have a manufacturer warranty for five years, and a hardware support arrangement, including firmware and software upgrades (telephone, email, and web), providing 1 year of cover as a minimum. [PM_10_20]

f) Manufacturer approved training shall be provided for all staff in use of the telephone system, and administrative training for nominated staff. [PM_10_20]

4.9. ICT Decant

4.9.1. ICT Decant Protocol

4.9.1.1 Where decant is required, all resources to decommission, package, store, move and re-commission Legacy ICT equipment shall be provided. [PM_60_20_26]

4.9.1.2 An ICT Decant Equipment Schedule shall be agreed between the Employer and the Contractor in collaboration with the School. The Contractor and Employer shall specify the date on which the list is frozen. [PM_60_20_26]

4.9.1.3 Where the School is procuring new Legacy equipment for delivery to the new/refurbished Building (see section below), the delivery, storage, and insurance for installation before handover shall be coordinated with the School. [PM_60_20_26]

4.9.1.4 The resources to decommission, decant and recommission existing ICT equipment and services shall be provided. This includes:

a) Testing [PM_60_20_26]

b) De-installation [PM_60_20_26]

c) Packaging [PM_60_20_26]

d) Transport [PM_60_20_26]

e) Storage [PM_60_20_26]

f) Un-packing [PM_60_20_26]

g) Installation [PM_60_20_26]

h) Testing (as the Implementation and User Acceptance Testing UAT Schedule). [PM_60_20_26]

4.9.1.5 ICT equipment shall be decanted to the correct locations and onto the FF&E specified by the School and the Employer. This shall include the placing of the ICT

Equipment in situ. Where there is legacy ICT equipment sitting on legacy FF&E and both are required to be decanted, the contractor shall coordinate the decant and relocation of both. [PM_60_20_26]

4.9.1.6 Where the School has a technical support team or a service provider, they shall be liaised with through the Employer to ensure a smooth transition of the School's ICT solution, including the technical decant process. [PM_60_20_26]

4.9.1.7 Where an incumbent technical support team or service provider is required to manage the integration or installation of equipment on behalf of the Contractor, the following shall be provided:

a) Access to the site as required. [PM_60_20_26]

b) Insurances as required. [PM_60_20_26]

c) Health and safety and other site training to enable access. [PM_60_20_26]

4.9.1.8 The Contractor is responsible for ICT equipment from the point of de-installation until it has been tested and accepted by the School and agreed by the Employer. Any damage or failure of equipment is the responsibility of the Contractor. [PM_60_20_26]

4.9.1.9 In the event of equipment damage or failure, the equipment shall be returned to its previous condition or Replaced with suitable new, as agreed with the Employer, at no cost to the Employer or School. [PM_60_20_26]

4.9.1.10 The relevant conditions for maintaining existing warranties for equipment shall be adhered to throughout the decant process, for example where a certified installer is required for decommissioning and re-installing a piece of equipment such as any Class AV equipment or leased devices. [PM_60_20_26]

4.9.1.11 Where decant is not required and an alternative ICT provider is in place, the necessary access, secure storage and insurances to the nominated third party suppliers shall be provided so that the installation and testing of ICT equipment is not delayed beyond school opening. [PM_60_20_26]

4.9.2. New Legacy ICT equipment

4.9.2.1 If the School procure new ICT equipment to replace any unsuitable Legacy equipment, this shall be the latest version and an equivalent type or specification to the original equipment. To be agreed with, delivered by and installed by the Contractor. This includes, but is not limited to:

a) Classroom and hall A/V equipment. [Ss_75_10]

b) Digital signage. [Ss_75_10]

c) Internal CCTV cameras. [Ss_75_40_53_86]

d) Internal access control systems, including locks. [Ss_75_40_02]

e) External Wireless Access Points. [Pr_70_75_52_42]

4.9.2.2 Coordination with suppliers and the School shall be undertaken to ensure delivery of ICT Equipment is not before the Building is ready to receive it. Installation standards for new legacy equipment shall be the same as if provided by the Contractor. [PM_10_20]

4.9.3. Local Configuration Support Package

4.9.3.1 In addition to Decant, technical support to help the School configure and administer the ICT equipment in the Building shall be provided. This should include access to a key contact to be available to direct any requests for assistance. The scope of the support shall be subject to the School's own capacity, capabilities and type of School and should be confirmed during dialogue. [PM_10_20]

4.9.3.2 The following support days shall be provided, to be allocated by the Employer, after discussion between the School, the Employer, and the Contractor, and shall be in addition to any training delivered. [PM_10_20]

4.9.3.3 Support shall be provided during the Rectification Period. [PM_10_20]

Core	Pupil numbers	Network Engineer (Switching)	Network Engineer (Wireless)	Server Engineer	Core
Primary	up to 250	1	2	2	1
Primary	251 to 500	1	2	2	2
Primary	501 +	2	2	2	2
Secondary	Up to 1000	2	2	3	2
Secondary	1001+	3	3	3	3

Table 9 Contractor Support Days

5. Operability and Maintenance

5.1. Operability

5.1.1 All New Buildings and any systems provided shall have services and controls that are straightforward and efficient to operate, and integrated where necessary into the whole School estate. This includes fire and security alarms, external lighting controls and access controls. [PM_35]

5.1.2 The Works shall be designed and constructed so that they are easy to clean and maintain and incorporate materials and components that can be easily and safely replaced when necessary. [PM_80_10_50]

5.1.3 The choice of materials, services and components shall be selected to cause minimum inconvenience and disruption from breakdowns, repairs and maintenance. [PM_35]

5.1.4 Any environmental and safety systems provided shall be designed, coordinated, commissioned and re-commissioned to respond to seasonal and occupation changes in accordance with the in accordance with the Technical Annexes: for example, the design of the window openings and the provision of free opening area for ventilation is an integral part of the Building's environmental systems. [PM_35]

5.1.5 New Buildings shall be designed so that cleaning and repair can be undertaken easily and with the minimum of disruption to the School. [PM_80_10_50]

5.1.6 New Buildings shall be designed so that they weather well and withstand wear and tear and minor vandalism. [PM_35_10_25]

5.2. Maintenance Access

5.2.1 Access for external maintenance shall be designed to comply with current regulations. [PM_80_10_50]

5.2.2 All necessary permanent means of access to the roof shall be provided for planned preventative maintenance in accordance with CDM Regulations and as required in Section 3.5 of Technical Annex 2C. [PM_10_20_90]

5.2.3 Safe working space shall be provided around plant and equipment in accordance with manufacturers recommendations. [PM_80_10_50]

5.2.4 Any walkways provided shall be compliant with all health and safety standards as well as manufacturers' requirements. [PM_80_10_50]

5.2.5 Walkways to roofs shall be adequately secured, free from corrosion, and decorated in accordance with Section 2.6.8: Decorations and Finishes. [PM_10_20_90]

5.3. Operation and Maintenance Manuals

5.3.1 The Contractor shall prepare Operation and Maintenance (O&M) Manuals as set out in the Soft Landings Protocol. The O&Ms shall contain all 'as built' information. [PM_70_85_13]

5.4. Planned Maintenance Programme (PMP)

5.4.1 A 5-Year Planned Maintenance Plan and Planned Maintenance Programme shall be provided as per the DfE's EIR. For all relevant works:

a) safety and security measures shall be provided for internal and external maintenance purposes including boarding, fixed ladders and handrails within roof spaces [PM_80_10_52]

b) measures shall be incorporated to prevent birds roosting or nesting on or in the structure, especially around building entrances and rainwater goods [PM_10_20]

c) there shall be no visible signs of entry to weather caused by a breakdown in the building fabric or its installations [PM_10_20]

d) there shall be no discomfort to occupants due to weather penetration (any water penetration shall be measured by electrical conductivity tests). [PM_10_20]

5.4.2 The design of all parts of the Works shall facilitate future maintenance in particular by:

a) using Good Industry Practice [PM_80_10_52]

b) using industry standard construction methods likely to be in use for the foreseeable future [PM_80_10_52]

c) providing ease of access for maintenance [PM_80_10_52]

d) complying with CDM Regulations. [PM_80_10_52]

5.4.3 The Planned Maintenance Programme for a Special School shall take particular account of the need to minimise disruption and discomfort to vulnerable children and young people. [PM_80_10_52]

6. References

The design and installation shall take account of the following general references.

a) Equality Act 2010. [FI_70]

b) The SEND Code of Practice, January 2015. [FI_70]

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Output Specification

Technical Annex 1C: Definitions of Spaces: External spaces

November 2021

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P02	Margins removed from grass pitches and added as an additional facility as shown in red text	S2	2021-10-19	BWI
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Contents	
Worksheet	**Description**
Title Sheet	Sheet sets out information about this resource information about the file (name, revision, status, document owner, document originator and revision history) and list of contents including descriptions.
Annex 1C	Annex 1C - Definitions of Spaces - External spaces - For use in conjunction with the Output Specification Generic Design Brief (GDB)

Summary	
This document is one of a number of Technical Annexes which form part of the Generic Design Brief (GDB)	
Review Date	Review dates for this document will be at 6-month intervals.
Who is this publication for?	This document is for technical professionals involved in the design and construction of school premises, to use as part of the Employer's Requirements of the DfE Construction Framework. It may also be used as the basis of similar documentation for other procurement routes using the Output Specification.
Uniclass Codes	This document captures Uniclass codes for the management of exchange of information. To access all codes and associated titles reference should be made to Refer to Uniclass 2015 | NBS (thenbs.com) for a description of Uniclass codes.

Notes	
CTS	Contractor to Specify for approval by the Employer

Annex 1C – Definitions of Spaces: External spaces

BB103 Cate-gory	ADS code	Activity space type	**Definition** (including court and pitch sizes as per Sport England recommendations)	Uniclass code	Uniclass title	Access
Hard Informal and Social Area						
	HIS00	Hard play and social area	Hard surface not designated, such as overspill, infill, run-off areas etc. Could be used for formal and Informal play, recreational sports and social activities	SL_40_55_36	Hard play and social area	Full disabled access except where a steep gradient is an integral part of a play feature
	HIS11	Outdoor class spaces	An external area accessed directly from a ground floor classroom, nursery or reception. With a minimum 50% area covered. It can be used as teaching, play, dining or social space for children.	SL_25_10_61	Outdoor class spaces	To be directly accessed from adjacent classroom for the same age group. Full disabled access
	HIS12	Outdoor training spaces	An outdoor covered space which creates an extended covered area for outdoor practical learning, adjacent to a workshop or other internal learning space.	SL_25_40_61	Outdoor training spaces	To be directly accessed from adjacent teaching space for the same activity. Full disabled access.
	HIS14	Outdoor classrooms, sheltered	An outdoor sheltered space which creates an area for outdoor practical learning and play, sheltered from wind and weather by trees, hedges or light structures providing space for growing plants (such as trellises)	SL_25_10_60	Outdoor classrooms	Full disabled access
	HIS15	Outdoor classrooms, covered	An outdoor covered space which creates a covered area for outdoor learning. Includes various specially identified spaces for outdoor learning activities such as storytelling, science, art, D&T, horticulture or working with animals.	SL_25_10_60	Outdoor classrooms	Full disabled access. To meet any special needs in the SSB
	HIS20	Outdoor seating areas	A quiet area for pupils to socialize outside. It can contain external canopies, shading, benches and seating etc.	SL_40_55_59	Outdoor seating areas	Full disabled access
	HIS21	Outdoor seating areas, with trees	A quiet area for pupils to socialize outside, containing some seating under one or more mature trees	SL_40_55_59	Outdoor seating areas	Full disabled access
	HIS24	Outdoor dining areas	A level, hard-surfaced area used as a place for external dining, often as an overflow from the dining hall, in good weather that can also be used for other informal and social activities. It can contain benches and seating etc.	SL_40_20_59	Outdoor dining areas	Full disabled access

	HIS25	Outdoor dining areas, covered	A covered, level, hard-surfaced area used as a place for external dining, often as an overflow from the dining hall, in good weather that can also be used for other informal and social activities. It can contain benches and seating etc.	SL_40_20_59	Outdoor dining areas	Full disabled access
	HIS30	Playgrounds	An external hard-surfaced area used for active play, minimum width of playground 15m	SL_40_55_61	Playgrounds	Full disabled access
	HIS39	Playgrounds, rooftop	An external hard surface area used for play, minimum width of playground 15m	SL_40_55_61	Playgrounds	Full disabled access
	HIS51	Mobility training trails	Track with various surfaces and gradients for wheelchair (and other equipment) users to practice	SL_42_55_52	Mobility training trails	Full disabled access
	HIS52	Vehicle cleaning areas	Hard standing with water and drainage for washing vehicles (vocational training)	SL_30_60_93	Vehicle cleaning areas	Full disabled access
	HIS90	Paths, between facilities	A hard-surfaced footpath or pedestrian way intended for use only by pedestrian pupils and staff, between building or outdoor facilities	SL_80_40_60	Paths	Full disabled access
	HIS95	Covered paths, between facilities	A hard-surfaced footpath or pedestrian way intended for use only by pedestrian pupils and staff, between building or outdoor facilities, covered to protect from rain.	SL_80_40_15	Covered paths	Full disabled access
Hard Outdoor PE						
	HPE00	Outdoor sports courts	Hard surface not designated, such as overspill, infill, run-off areas etc	SL_42_15_59	Outdoor sports courts	Full disabled access
	HPE11	Hard outdoor tennis courts	1 court tennis, netball, basketball. Marked out for formal sports activities such as mini- tennis, netball, and basketball for Primary Schools.	SL_42_15_36	Hard outdoor tennis courts	Full disabled access
	HPE21	Multi-use games courts, small asphalt	1 court multi-use tennis, netball, basketball 20m x 35m incl. run- off. Marked out hard surfaced courts for a variety of formal PE and sports activities.	SL_42_15_55	Multi-use games courts	Full disabled access

HPE22	Multi-use games courts, medium asphalt	2 court multi-use tennis, netball, basketball 40m x 35m incl. run- off. Marked out hard surfaced courts for a variety of formal PE and sports activities.	SL_42_15_55	Multi-use games courts	Full disabled access
HPE23	Multi-use games courts, large asphalt	3 court multi-use tennis, netball, basketball 60m x 35m incl. run-off. Marked out hard surfaced courts for a variety of formal PE and sports activities.	SL_42_15_55	Multi-use games courts	Full disabled access
HPE29	Multi-use games courts, rooftop asphalt	1 court multi-use tennis, netball, informal football 18m x 36m incl. run- off. Marked out hard surfaced courts for a variety of formal PE and sports activities.	SL_42_15_55	Multi-use games courts	Full disabled access
HPE31	Multi-use games court, small synthetic	1 multi-use tennis, netball, basketball courts, 22m x 37m incl. run-off	SL_42_15_55	Multi-use games courts	Full disabled access
HPE32	Multi-use games court, medium synthetic	4 multi-use tennis, netball, basketball courts, mini-soccer 43m x 64m incl. run-off	SL_42_15_55	Multi-use games courts	Full disabled access
HPE39	Multi-use games court, rooftop synthetic	1 multi-use tennis, netball, basketball courts, 22m x 37m incl. run-off	SL_42_15_55	Multi-use games courts	Full disabled access
HPE40	Outdoor climbing areas	A climbing wall is an artificially constructed wall with grips for hands and feet. (min 1.5m width of soft surface)	SL_42_55_58	Outdoor climbing areas	Disabled access to the spectator area. Full disabled access where there is specialist equipment listed in the SSB
HPE90	Outdoor swimming pools	Open or covered outdoor swimming pool for pupil use	SL_42_85_59	Outdoor swimming pools	as SSB

Habitat (supervised areas)

	HAB11	Animal enclosures, husbandry	An enclosure (usually a cage, pen, or stall) which provides an area for keeping school animals; for example chickens, rabbits etc.	SL_35_85_03	Animal enclosures	Full disabled access
	HAB12	Animal enclosures, paddocks	area for a goat or similar animal to graze. Approx. 1/2 acre in size	SL_35_85_03	Animal enclosures	Full disabled access
	HAB20	Allotments	A plot of land made available for individual, non-commercial gardening or growing food plants. Can include green houses.	SL_32_35_04	Allotments	Full disabled access
	HAB31	Wetland habitats	A flooded area where water covers the soil for varying periods of time during the year this then dictates the types of plant and animal communities living within the habitat.	SL_32_80_95	Wetland habitats	Full disabled access to a central vantage point as minimum
	HAB32	Managed water habitats	A pond (a small body of still water formed naturally or by artificial means), a stream (a body of water with surface water flowing within the bed and banks of a channel), water features (chlorinated) or unplanted detention basins. All three habitats can be used for educational use.	SL_32_80_48	Managed water habitats	Full disabled access to a central vantage point as minimum
	HAB33	Bioretention basins (rain gardens)	Rain gardens and other vegetated sustainable drainage elements – See CIRIA for case-studies.	SL_50_35_08	Bioretention basins	Full disabled access to a central vantage point as minimum
	HAB41	Managed wildlife habitats	An area of one or several habitats or zones that are fenced and gated. Within these habitats, microhabitats can develop, such as a log or minibeast hotel that accommodates	SL_32_80_49	Managed wildlife habitats	Full disabled access to a central vantage point as minimum
	HAB43	Woodland habitats	An area of natural woodland available to pupils under supervision.	SL_32_80_97	Woodland habitats	Partial disabled access
	HAB44	Nature trails	A signposted path designed to draw attention to natural features for example plants and animals etc.	SL_42_55_56	Nature trails	Partial disabled access
	HAB49	Living roof areas	A planted roof area that contains a range of planting, depending on the soil depth available, to provide habitats and food for pollinating insects, moths and other smaller invertebrates	SL_32_80_46	Living roof areas	Partial disabled access

Soft Informal and Social Area

SIS00	Grass play and social areas	External areas for various informal and social activities, both quiet and active. Soft surface not designated, such as overspill, infill, run-off areas etc	SL_40_55_34	Grass play and social areas	Full disabled access except where a steep gradient is an integral part of a play feature
SIS01	Grass play and social areas, sloping	A mound or structure consisting of an artificial heap or bank usually of earth or stones.	SL_40_55_34	Grass play and social areas	Disabled access not required
SIS02	Grass play and social areas, amphitheatres	An area that is open to the air and circular or oval in shape. It has a central space to be used for performances, presentations or teaching	SL_40_55_34	Grass play and social areas	Partial disabled access
SIS03	Grass play and social areas, with trees	A quiet area for pupils to play socialize outside, containing one or more mature trees	SL_40_55_35	Grass play and social areas	Full disabled access
SIS05	Artificial grass play areas	A soft-surfaced area that could be used for formal and Informal play, recreational sports and social activities.	SL_40_55_04	Artificial grass play areas	Full disabled access
SIS10	Play equipment areas	Climbing frames, bikes, gym equipment and similar on rubberised surface	SL_40_55_64	Play equipment areas	Full disabled access except where a steep gradient is an integral part of a play feature
SIS20	Arboretums	A botanical area containing living collections of native trees, shrubs or woody plants which can be used for scientific study	En_32_35_05	Arboretums	Full disabled access
SIS31	Living willow structures (e.g. willow tunnels)	A kind of green tunnel made with rods of living willow, which root and grow to give an enclosed and densely shaded garden feature	SL_32_80_47	Living willow structures	Full disabled access
SIS32	Hedges	Hedges (line of mature shrubs one or two shrubs wide) – see RHS for guidance.	SL_32_10_37	Hedges	Full disabled access
SIS33	Wildflower gardens	An area of natural meadowland available to pupils that contains a wide range of wildflower species and grasses which provide habitats and food for pollinating insects, moths and other smaller invertebrates.	SL_32_80_96	Wildflower gardens	Partial disabled access
SIS50	Sensory gardens	A garden with a collection of plants and materials with different textures, shapes, colours, scents and heights. It is laid out in such a way as to stimulate our senses, seeing, hearing, smelling, touching and tasting	SL_40_05_79	Sensory gardens	Full disabled access

	SIS60	Outdoor class spaces, soft (SEN)	A soft-surfaced external area directly linked to a hard-surfaced Outdoor class space accessed directly from a ground floor SEN classroom. It can be used as teaching or social space	SL_25_10_61	Outdoor class spaces	Full disabled access
Soft Outdoor PE						
	SPE01	Grass pitches, 5 aside or mini soccer	An external grass sports pitch for primary school ages suitable for mini soccer and 5 aside 37m x 27m including run off (total size 43m x 33m). During the winter it will be used as a pitch and in the summer for team games and athletics.	SL_42_15_33	Grass pitches	Disabled access to the spectator areas as a minimum. Access to other areas as described in the SSB
	SPE02	Grass pitches, small	An external grass sports pitch for primary school ages suitable for mini soccer 55m x 37m including run off (total size 61m x 43m). During the winter it will be used as a pitch and in the summer for team games and athletics.	SL_42_15_33	Grass pitches	Disabled access to the spectator areas as a minimum. Access to other areas as described in the SSB
	SPE03	Grass pitches, medium (U11/U12)	An external grass sports pitch for primary or secondary school ages under 11 or under 12, for football 73m x 46m including run off (total size 79m x 52m). During the winter it will be used as a pitch and in the summer for team games and athletics.	SL_42_15_33	Grass pitches	Disabled access to the spectator areas as a minimum. Access to other areas as described in the SSB
	SPE04	Grass pitches, medium (U13/U14)	An external grass sports pitch for secondary school ages under 13 or under 14, for rugby or football 82m x 50m including run-off (total size 88m x 56m). During the winter it will be used as a pitch and in the summer for team games and athletics.	SL_42_15_33	Grass pitches	Disabled access to the spectator areas as a minimum. Access to other areas as described in the SSB
	SPE05	Grass pitches, large (U15/U16)	An external grass sports pitch for secondary school ages for under 15 or under 16, for rugby, football or hockey 91m x 55m including run-off (total size 97m x 61m). During the winter it will be used as a pitch and in the summer for team games and athletics.	SL_42_15_33	Grass pitches	Disabled access to the spectator areas as a minimum. Access to other areas as described in the SSB
	SPE06	Grass pitches, large (senior)	An external grass sports pitch for post-16 ages under 17 or under 18, for rugby or football 100m x 64m including run-off (total size 106m x 72m). During the winter it will be used as a pitch and in the summer for team games and athletics.	SL_42_15_33	Grass pitches	Disabled access to the spectator areas as a minimum. Access to other areas as described in the SSB

SPE07	Grass pitches, margin	A 9m margin to one side of any pitch, to allow that pitch and any adjacent pitches to be relocated over time to avoid wear.	SL_42_15_33	Grass pitches	Disabled access to the spectator areas as a minimum. Access to other areas as described in the SSB
SPE11	Cricket fields (overlapping in summer)	An area marked out for cricket	SL_42_15_17	Cricket fields	Disabled access to the spectator areas as a minimum. Access to other areas as described in the SSB
SPE12	Grass athletics (overlapping in summer)	An area marked out for 100m+ running track, throwing areas etc.	SL_42_15_32	Grass athletics areas	Disabled access to the spectator areas as a minimum. Access to other areas as described in the SSB
SPE13	Rounders fields (overlapping in summer)	An area marked out for rounders	SL_42_15_72	Rounders fields	Disabled access to the spectator areas as a minimum. Access to other areas as described in the SSB
SPE21	High jump areas	External PE area for teaching and playing athletics	SL_42_15_37	High jump areas	Disabled access to the spectator area as a minimum and selected activity areas as described in the SSB
SPE22	Long jump tracks and pits	External PE area for teaching and playing athletics	SL_42_15_47	Long jump tracks and pits	Disabled access to the spectator area as a minimum and selected activity areas as described in the SSB
SPE23	Shot put and hammer throwing areas	External PE area for teaching and playing athletics	SL_42_15_78	Shot put and hammer throwing areas	Disabled access to the spectator area as a minimum and selected activity areas as described in the SSB

	SPE24	Cricket pitches	External PE area for teaching and playing cricket.	SL_42_15_18	Cricket pitches	Disabled access to the spectator area as a minimum and selected activity areas as described in the SSB
	SPE25	Ball-stop net areas (cricket nets)	External PE area for teaching and playing cricket.	SL_42_55_06	Ball-stop net areas	Disabled access to the spectator area as a minimum and selected activity areas as described in the SSB
	SPE31	Artificial grass pitches, sand dressed or needle punched	All weather turf pitch for all year round use for team games such as football and hockey 61m x 97m incl. run-off	SL_42_15_04	Artificial grass pitches	Full disabled access
	SPE32	Artificial grass pitches, short pile 3G	All weather turf pitch for all year round use for team games such as football and hockey 70m x 106m incl. run-off	SL_42_15_04	Artificial grass pitches	Full disabled access
	SPE33	Artificial grass pitches, long pile 3G	All weather turf pitch for all year round use for team games such as football and rugby 80m x 120m incl. run-off	SL_42_15_04	Artificial grass pitches	Full disabled access
	SPE41	Cycling trails	External PE area for cycling	SL_42_55_21	Cycling trails	Disabled access to the spectator area. Full disabled access where there is specialist equipment listed in the SSB
	SPE42	Trim trail areas	An external PE area for a range of outdoor exercise activities with some use of equipment. A predominately soft surfaced trim trail that incorporates climbing obstacles, exercise equipment, bike track	SL_42_55_90	Trim trail areas	Disabled access to the spectator area. Full disabled access where there is specialist equipment listed in the SSB
	SPE43	Walking trails	A predominately soft surfaced trail for outdoor exercise.	SL_42_55_96	Walking trails	Disabled access to the spectator area. Full disabled access where there is specialist equipment listed in the SSB
Non-net site areas						

	XNN11	Pedestrian routes	External pavement, pathways and ancillary hard surface areas providing appropriate access to the facilities	SL_80_35_63	Pedestrian routes	Full disabled access. Access route separate from vehicular access
	XNN12	Cycle lanes	Access roads for bicycles from the public highway to the Cycle storage spaces	SL_80_35_20	Cycle lanes	Full disabled access. Access route separate from vehicular access
	XNN13	Access roads	Access roads from the public highway to the car park and delivery area; parking for staff and visitors' vehicles; parent drop off and bus access; access for emergency vehicles	En_80_35_01	Access roads	Full disabled access Controlled access to the Secure Line to prevent unauthorised access. Any entrance through which appliances may need to pass shall meet the requirements of AD B
	XNN22	Cycle storage spaces	Secure and covered parking areas for bicycles, accessible to students, staff and visitors	SL_90_50_17	Cycle storage spaces	Full disabled access. Access route separate from vehicular access
	XNN23	Refuge areas	Secure area for storing refuge bins and access by refuge vehicles, where applicable, accessible to staff	SL_80_35_71	Refuge areas	Partial disabled access
	XNN30	Outdoor vehicle parking spaces	Secure parking areas for vehicles, accessible to staff and visitors	SL_80_45_59	Outdoor vehicle parking spaces	Partial disabled access
	XNN35	Accessible parking spaces	Secure parking areas for vehicles, accessible to staff and visitors	SL_80_45_01	Accessible parking spaces	Full disabled access
	XNN40	Soft landscapes, non-net	Groundcover planting or similar areas of soft landscape not available to pupils	En_32_35_80	Soft landscapes	Full disabled access

	XNN50	Vehicle drop-off areas	Hard surface for access and parking of bus and coaches. Access roads from the public highway to the bus and coach parking or drop off area.	SL_80_10_94	Vehicle drop-off areas	Full disabled access Drop-off in ambulant Special Schools to allow for set-down and drop- off without congestion (for example, by one- way traffic flow or a roundabout).
	XNN55	Vehicle drop-off areas, covered	Hard surface for access and parking of bus and coaches. Access roads from the public highway to the bus and coach parking or drop off area.	SL_80_10_94	Vehicle drop-off areas	Full, covered disabled access Drop-off in non-ambulant Special Schools to allow for set-down and drop-off without congestion (for example, by one- way traffic flow or a roundabout) and a covered route from the drop-off point to the main and student entrance

Surface	Fencing	Servicing and other requirements
Various hard surfaces, typically porous macadam, with even surfaces and appropriately drained and appropriate play markings as described in the SSB	Fencing not required except to protect windows, or against significant changes in ground levels, or as described in the SSB	Early Years Outdoor Play to be fenced from other play areas. Arrangement of gates and access control as described in the SSB
Various hard surfaces, typically asphalt, with even surfaces with no abrupt changes of level and appropriately drained	To be fenced, typically 1200mm high bow top, and gated to control access	Any Outdoor class space for Early Years, Special Schools or AP area shall: 1) provide a minimum of 1m2 per FTE Early Years pupil place or the minimum area in the School-specific SoA and ADS, 2) be directly outside the classrooms, 3) have secure, tamperproof water outlets, Wi-Fi connections to School network, and adult height waterproof electrical outlets designed for external use where described in the SSB. 4) have an external canopy which shall conform to the requirements in paragraphs 4.1.4 to 4.1.7 of Technical Annex 2B: External Spaces
Various hard surfaces, typically asphalt, with even surfaces with no abrupt changes of level and appropriately drained	Not required unless to define an area and described in the SSB	Appropriate footings and drain connections (no surface discharge to gullies) for canopies; secure, tamperproof water outlets and adult height waterproof electrical outlets designed for external use where described in the SSB. Wi-Fi connections to School network.
Various hard surfaces, typically asphalt, with even surfaces with no abrupt changes of level and appropriately drained	Not required	To meet the SSB, including any requirements for FF&E, planted areas, access to water and special needs requirements e.g. raised planters.
Various hard surfaces, typically asphalt, with even surfaces with no abrupt changes of level and appropriately drained	To be fenced and gated to control access	To meet the SSB, including any requirements for FF&E, planted areas, access to water and waterproof electrical outlets and special needs requirements e.g. raised planters. Wi-Fi connections to Building network
Various types of hard surface, e.g. asphalt, flag or block paving, which should be even with no abrupt changes of level and appropriately drained	Not required, unless to define an area as described in the SSB.	Fixed seating
Various types of hard surface, e.g. asphalt, flag or block paving, which should be even with no abrupt changes of level and appropriately drained	Not required, unless to define an area as described in the SSB.	Fixed seating under tree(s)
Various types of hard surface, e.g. asphalt, flag or block paving, which should be even with no abrupt changes of level and appropriately drained	Not required unless to define an area and described in the SSB	Not required

Various types of hard surface, e.g. asphalt, flag or block paving, which should be even with no abrupt changes of level and appropriately drained	Not required unless to define an area and described in the SSB	Existing canopies (where available) to be relocated or provided as described in the SSB. Design shall include appropriate footings, drain connections and gullies for canopies; secure, tamperproof and adult height waterproof electrical outlets designed for external use where described in the SSB
Various hard surfaces, typically porous macadam, with even surfaces and appropriately drained and appropriate play markings as described in the SSB	Fencing not required except to protect windows, or against significant changes in ground levels, or as described in the SSB	To meet SSB, access to drinking water and ablution facilities available in the main school.
Various hard surfaces, typically porous macadam, with even surfaces and appropriately drained and appropriate play markings as described in the SSB	Fencing required as described in the SSB, as well as potential netting over top, as agreed by planning authority.	To meet SSB, access to drinking water and ablution facilities available in the main school.
Various types of hard surface which should be even with no abrupt changes of level and appropriately drained	Not required, unless to define an area as described in the SSB.	A handrail may be needed as described in the SSB.
Various hard surfaces typically macadam, with even surfaces, no changes of level and appropriately drained	Not required unless to define an area and described in the SSB	Secure, tamperproof water outlets and adult height waterproof electrical outlets designed for external use where described in the SSB.
Various hard surfaces typically macadam, with even surfaces with no abrupt changes of level and appropriately drained	Not required	Not required
Various hard surfaces typically macadam, with even surfaces with no abrupt changes of level and appropriately drained	Not required	Appropriate footings, drain connections and gullies for the covered areas.

Open textured porous macadam. To conform to Sport England guidance note: 'Artificial Surfaces for Outdoor Sport'.	To be fenced on all sides to min. 3m with gates to suit access and evacuation	Allow for appropriate markings , margins and run off for the sports indicated in the SSB, in line with Sport England recommendations.
Open textured porous macadam. To conform to Sport England guidance note: 'Artificial Surfaces for Outdoor Sport'. Allow markings for the range of sports identified in the SSB	To be fenced on all sides to min. 3m with gates to suit access and evacuation	Allow for appropriate markings , margins and run off for the sports indicated in the SSB, in line with Sport England recommendations.
Open textured porous macadam. To conform to Sport England guidance note: 'Artificial Surfaces for Outdoor Sport'. Allow markings for the range of sports identified in the SSB	To be fenced on all sides to min. 3m with gates to suit access and evacuation	Allow for appropriate markings , margins and run off for the sports indicated in the SSB, in line with Sport England recommendations.

Open textured porous macadam. To conform to Sport England guidance note: 'Artificial Surfaces for Outdoor Sport'. Allow markings for the range of sports identified in the SSB	To be fenced on all sides to min. 3m with gates to suit access and evacuation	Allow for appropriate markings , margins and run off for the sports indicated in the SSB, in line with Sport England recommendations.
Open textured porous macadam. To conform to Sport England guidance note: 'Artificial Surfaces for Outdoor Sport'. Allow markings for the range of sports identified in the SSB	To be fenced on all sides to min. 3m with gates to suit access and evacuation	Allow for appropriate markings , margins and run off for the sports indicated in the SSB, in line with Sport England recommendations.
Open textured porous macadam. To conform to Sport England guidance note: 'Artificial Surfaces for Outdoor Sport'. Allow markings for the range of sports identified in the SSB	Fencing required as described in the SSB, as agreed by planning authority.	Allow for appropriate markings , margins and run off for the sports indicated in the SSB, in line with Sport England recommendations.
All weather synthetic grass court with sand- filled, sand dressed or a needle-punch carpet. To conform to Sport England guidance note: 'Artificial Surfaces for Outdoor Sport'. Allow markings for the range of sports identified in the SSB	To be fenced on all sides to min. 3m with gates to suit access and evacuation	Allow for appropriate markings , margins and run off for the sports indicated in the SSB, in line with Sport England recommendations.
All weather synthetic grass court with sand- filled, sand dressed or a needle-punch carpet. To conform to Sport England guidance note: 'Artificial Surfaces for Outdoor Sport'. Allow markings for the range of sports identified in the SSB	To be fenced on all sides to min. 3m with gates to suit access and evacuation	Allow for appropriate markings , margins and run off for the sports indicated in the SSB, in line with Sport England recommendations.
All weather synthetic grass court with sand- filled, sand dressed or a needle-punch carpet. To conform to Sport England guidance note: 'Artificial Surfaces for Outdoor Sport'. Allow markings for the range of sports identified in the SSB	To be fenced on all sides to min. 3m with gates to suit access and evacuation to escape stair	Allow for appropriate markings , margins and run off for the sports indicated in the SSB, in line with Sport England recommendations.
Rubber crumb safety surface for use on solid ground such as Asphalt or concrete. Thicknesses to suit the height and type of climbing wall.	As described in the SSB	Not required
Specialist surfaces suitable for pool and surroundings	as SSB	Specialist facilities to provide suitable water to pool

Various soft surfaces including grass, soil, bark, etc. Must be level, on a firm base, drain well with no ponding or static water and have an even surface free of obstructions	To be fenced, typically 1200mm high and gated to control access	A water supply needs to be available for the animals
A grass soft surface which must be level and drain well. With no ponding or static water and have an even surface free of obstructions	To be fenced, typically 1200mm high and gated to control access	A water supply needs to be available for the animals
Mixed soft surfaces to encourage diverse planting and wildlife development. Hard surface around and for access for any green houses	To be fenced, typically 1200mm high bow top, and gated to control access	To meet the SSB and to include access to water for irrigation.
Mixed soft surfaces including body of water to encourage diverse planting and wildlife development	To be fenced, typically 1200mm high and gated to control access	Not required
Mixed soft surfaces including body of water to encourage diverse planting and wildlife development	To be fenced, typically 1200mm high and gated to control access	Not required
Mixed hard and soft surfaces including water to encourage diverse planting and wildlife development	To be fenced, typically 1200mm high and gated to control access	Not required
Mixed soft surfaces to encourage diverse planting and wildlife development	1.2m high fencing and gate(s), permitting controlled pupil access	To meet the SSB including any requirements for FF&E, planted areas, ponds (which may be part of a sustainable drainage scheme)
Mixed soft surfaces to encourage diverse planting and wildlife development	1.2m high fencing and gate(s), permitting controlled pupil access	To meet the SSB including any requirements for FF&E, planted areas, ponds (which may be part of a sustainable drainage scheme)
Various soft surfaces including grass, soil, bark, etc. Must be on a firm base, drain well with no ponding or static water and have an even surface free of obstructions	As described in the SSB	Not required
Mixed soft surfaces to encourage diverse planting and wildlife development	As described in the SSB	Not required

Area of mown and managed grass available to pupils. Must be on a firm base, drain well with no ponding or static water and have an even surface free of obstructions	Not required unless to define an area and described in the SSB	Not required
Area of mown and managed grass available to pupils. Must be on a firm base, drain well with no ponding or static water and have an even surface free of obstructions	As described in the SSB	Not required
Area of mown and managed grass available to pupils. Must be on a firm base, drain well with no ponding or static water and have an even surface free of obstructions	As described in the SSB	Not required
Area of mown and managed grass available to pupils. Must be on a firm base, drain well with no ponding or static water and have an even surface free of obstructions	As described in the SSB	Fixed seating under tree(s)
Multi-purpose synthetic turf (sand- filled, sand dressed or a needle-punch carpet)	Not required unless to define an area and described in the SSB	Not required
Various soft surfaces including grass, soil, bark, etc. Must be on a firm base, drain well with no ponding or static water and have an even surface free of obstructions	As described in the SSB	Not required
Mixed soft surfaces to encourage diverse planting and wildlife development	As described in the SSB	Not required
Mixed soft surfaces	As described in the SSB	Not required
Mixed soft surfaces to encourage diverse planting and wildlife development	As described in the SSB	Not required
Mixed soft surfaces to encourage diverse planting and wildlife development	1.2m high fencing and gate(s), permitting controlled pupil access	To meet the SSB including any requirements for FF&E, planted areas, ponds (which may be part of a sustainable drainage scheme)
Mixed soft surfaces to encourage diverse planting and wildlife development	As described in the SSB	To meet the SSB including any requirements for FF&E, planted areas, ponds (which may be part of a sustainable drainage scheme). Access to water for irrigation

Diverse soft surfaces including grass, timber, bark, bound gravel, robust enough to allow for substantial use. Gradient to allow maintenance	To be fenced, typically 1200mm high bow top, and gated to control access	Loose surface material e.g. bark must be in a defined and bordered area to avoid material being blown or kicked over adjacent surfaces

In accordance with Sport England guidance 'Natural Turf for Sport, 2011'	Not required	Allow for appropriate markings, margins and run-off for the activities and age range required
In accordance with Sport England guidance 'Natural Turf for Sport, 2011'	Not required	Allow for appropriate markings, margins and run-off for the activities and age range required
In accordance with Sport England guidance 'Natural Turf for Sport, 2011'	Not required	Allow for appropriate markings, margins and run-off for the activities and age range required
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In accordance with Sport England guidance 'Natural Turf for Sport, 2011'	Not required	Allow for appropriate markings, margins and run-off for the activities and age range required
In accordance with Sport England guidance 'Natural Turf for Sport, 2011'	Not required	Allow for appropriate markings, margins and run-off for the activities and age range required
In accordance with Sport England guidance 'Natural Turf for Sport, 2011'	Not required	Allow for appropriate markings, margins and run-off for the activities and age range required
Natural turf In accordance with Sport England guidance 'Natural Turf for Sport, 2011' and BS 7370-4, or Synthetic turf or polymeric surfaces, to allow more intensive use than grass. To conform to Sport England guidance note: 'Artificial Surfaces for Outdoor Sport'	Not required	Dimensions to allow for appropriate markings, margins and run-off for sports and age range required, not to overlap with other sports or pitch areas
Natural turf In accordance with Sport England guidance 'Natural Turf for Sport, 2011' and BS 7370-4, or Synthetic turf or polymeric surfaces, to allow more intensive use than grass. To conform to Sport England guidance note: 'Artificial Surfaces for Outdoor Sport'	Not required	Dimensions to allow for appropriate markings, margins and run-off for sports and age range required, not to overlap with other sports or pitch areas
Natural turf In accordance with Sport England guidance 'Natural Turf for Sport, 2011' and BS 7370-4, or Synthetic turf or polymeric surfaces, to allow more intensive use than grass. To conform to Sport England guidance note: 'Artificial Surfaces for Outdoor Sport'	Not required	Dimensions to allow for appropriate markings, margins and run-off for sports and age range required, not to overlap with other sports or pitch areas

Natural turf In accordance with Sport England guidance 'Natural Turf for Sport, 2011' and BS 7370-4, or Synthetic turf or polymeric surfaces, to allow more intensive use than grass. To conform to Sport England guidance note: 'Artificial Surfaces for Outdoor Sport'	Not required	Not to overlap with other sports or pitch areas. Areas for throwing practice should include permanent or 'wheel away' cricket practice cage and roof netting appropriate for the range of sports undertaken
Natural turf In accordance with Sport England guidance 'Natural Turf for Sport, 2011' and BS 7370-4, or Synthetic turf or polymeric surfaces, to allow more intensive use than grass. To conform to Sport England guidance note: 'Artificial Surfaces for Outdoor Sport'	Structure and nets required.	Not to overlap with other sports or pitch areas. Areas for throwing practice should include permanent or 'wheel away' cricket practice cage and roof netting appropriate for the range of sports undertaken
Multi-purpose synthetic turf (sand-filled, sand dressed or a needle-punch carpet) with a shock pad to comply with Sport England 'Artificial Surfaces for Outdoor Sport'	3m min high fencing to all sides	Allow for appropriate markings, margins and run-off for the layout for hockey, football and five-a-side football or the range of sports identified in the SSB, in line with Sport England guidelines,
Short pile with rubber crumb 3G all-weather artificial pitch with shock pads. To conform to Sport England guidance note: 'Artificial Surfaces for Outdoor Sport'	3m min high fencing to all sides	Allow for appropriate markings, margins and run- off for the layout for hockey, football and five-a-side football or the range of sports identified in the SSB, in line with Sport England guidelines,
Long pile with rubber crumb 3G all-weather artificial pitch with shock pads. To conform to Sport England guidance note: 'Artificial Surfaces for Outdoor Sport'	3m min high fencing to all sides	Allow for appropriate markings, margins and run- off for the layout for rugby and football or the range of sports identified in the SSB, in line with Sport England guidelines
Surface material as described in the SSB. Must drain well and have an even surface free of obstructions	Not required	May be part of hard PE area calculation
Various soft surfaces including grass, timber, bark, etc. Must be level, on a firm base, drain well with no ponding or static water and have an even surface free of obstructions	Fencing or border maybe required where identified in the SSB	Containment of loose surface material where adjacent to hard play surfaces
Various soft surfaces including grass, timber, bark, etc. Must be level, on a firm base, drain well with no ponding or static water and have an even surface free of obstructions	Fencing or border maybe required where identified in the SSB	Containment of loose surface material where adjacent to hard play surfaces

Asphalt, paving or similar to allow pedestrian and light vehicular traffic in all weathers. To drain well with no ponding or static water and have an even surface, free of obstructions	Fencing or barriers as required to ensure pupil safety from adjacent roadways, sports activities and changes in level.	Lighting to provide safe and secure access around the facilities at all operational times. See Annex 2E 'Daylight and Electric Lighting' for specification
Asphalt, paving or similar to allow light vehicular traffic in all weathers. To drain well with no ponding or static water and have an even surface, free of obstructions	Not required unless as described in the SSB	Lighting to provide safe and secure access around the facilities at all operational times. See Annex 2E 'Daylight and Electric Lighting' for specification
Asphalt or similar suitable for heavy vehicular traffic. To drain well with no ponding or static water and have an even surface, free of obstructions	Not required unless as described in the SSB	Lighting to allow safe and secure use of the car park at all times. See Annex 2E 'Daylight and Electric Lighting' for specification. Parking to have identified disabled parking to meet local planning requirements. To meet a School's access arrangements in SSB. All areas to have appropriate directional and safety markings and signage
Asphalt, paving or similar to allow pedestrian and light vehicular traffic in all weathers. To drain well with no ponding or static water and have an even surface, free of obstructions	Not required unless as described in the SSB	Lighting to allow safe and secure use of the bicycle storage at all times. See Annex 2E 'Daylight and Electric Lighting' for specification. Non-obtrusive location close to the main student entrance with passive supervision. Controlled access to bicycle park to prevent unauthorised access.
Asphalt, paving or similar to allow pedestrian and light vehicular traffic in all weathers. To drain well with no ponding or static water and have an even surface, free of obstructions	Fencing to hide refuse facilities such as bins	Lighting to provide safe and secure access around the facilities at all operational times. See Annex 2E 'Daylight and Electric Lighting' for specification
Asphalt, paving or similar to allow pedestrian and light vehicular traffic in all weathers. To drain well with no ponding or static water and have an even surface, free of obstructions	Not required unless as described in the SSB	Lighting to provide safe and secure access around the facilities at all operational times. See Annex 2E 'Daylight and Electric Lighting' for specification
Asphalt, paving or similar to allow pedestrian and light vehicular traffic in all weathers. To drain well with no ponding or static water and have an even surface, free of obstructions	Not required unless as described in the SSB	Lighting to provide safe and secure access around the facilities at all operational times. See Annex 2E 'Daylight and Electric Lighting' for specification
Mixed soft surfaces to encourage diverse planting and wildlife development	Not required unless as described in the SSB	Not required

Asphalt or similar suitable for heavy vehicular traffic. To drain well and have an even surface, with no ponding or static water, free of obstructions	Not required unless as described in the SSB	To meet School organisation and local planning requirements. All areas to have appropriate lighting (see Annex 2E 'Daylight and Electric Lighting' for specification), directional and safety markings, signage and allowance for turning circles
Asphalt or similar suitable for heavy vehicular traffic. To drain well and have an even surface, with no ponding or static water, free of obstructions	Not required unless as described in the SSB	To meet School organisation and local planning requirements. All areas to have appropriate lighting (see Annex 2E 'Daylight and Electric Lighting' for specification), directional and safety markings, signage and allowance for turning circles. Appropriate footings, drain connections and gullies for the covered areas.

Department for Education

School Output Specification

Technical Annex 2B: External Spaces and Grounds

May 2022

Document Control

Revision	Status	Date	Author	Amendment
C01-C06	A	2016-07	n/a	Includes initial working towards OS 2017
C07	A	2017-09	n/a	Issued as OS 2017
C08	A	2019-05	n/a	Revised to incorporate end user feedback, evidence collected and updates to applicable standards
C09	A	2020-09	n/a	Accessibility amends - Tables have been altered to ensure there are no merged cells. Paragraph numbering has also been updated
C10	A	2020-11-30	n/a	'Fit for purpose' replaced with clearer explanation
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P05	S2	2022-03-09	AWI	CF21/MMC Consultation changes on NZCiO. Clause 6.4 added
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Summary

Technical Annex 2B provides the minimum requirements for creating external school spaces for building users. It is to be read in conjunction with the Generic Design Brief (GDB) and the School Specific Brief (SSB).

Review Date

Review dates for this document shall be at 6-month intervals.

Who is this publication for?

This document is for technical professionals involved in the design and construction of school premises, as part of the Employer's Requirements of the DfE Construction Frameworks (the DfE Construction Framework 2021 and the Offsite Schools Framework (incorporating Modular and MMC delivery) (MMC)). It may also be used as the basis of similar documentation for other procurement routes using the Output Specification.

Uniclass Codes

This document captures Uniclass codes for the management of exchange of information. To access all codes and associated titles reference should be made to Uniclass 2015 | NBS (thenbs.com).

1. Introduction

1.1. Overview

1.1.1 This document is one of the Technical Annexes that forms part of the Generic Design Brief (GDB). [PM_10_20]

1.1.2 The definitions listed in GDB shall apply to this Technical Annex and all other parts of the Output Specification. [PM_10_20]

1.1.3 This document shall be read in conjunction with the GDB and all other Technical Annexes as well as the SSB, including the School-specific Annexes. [PM_10_20]

1.1.4 This document sets out the required technical standards and performance criteria for external space and grounds. [PM_10_20]

1.1.5 The information exchange required at each stage of the design, build and completion process is detailed in the DfE's Exchange Information Requirements (EIR). [PM_10_20_28]

1.1.6 The requirements in this Technical Annex shall apply to all parts of the works; New or Refurbished. [PM_10_20]

1.1.7 This Technical Annex shall apply to all external spaces and grounds (as defined in BB103 and BB104, including all external elements such as lighting, fencing, play equipment etc.) and shall:

a) apply to all external areas, facilities and equipment adjacent to or supporting any New or Refurbished Buildings (including areas required for access, or which are affected or disturbed due to the proposed Works) [PM_10_20]

b) apply to parts of the existing grounds within the Site that are specifically described in the SSB [PM_10_20]

c) apply to all parts of the Site where designated a Whole School Project in the SSB [PM_10_20]

d) not apply to existing grounds beyond the Site except for any part that is specifically described in the SSB (for instance for consequential work). [PM_10_20]

1.1.8 The categories and the types of external space described in this document reflect those in BB103 and BB104 for:

a) soft and hard outdoor PE (part of the Net Site Area) [PM_10_20]

b) soft and hard informal and social area (part of the Net Site Area) [PM_10_20]

c) habitat area (part of the Net Site Area) [PM_10_20]

d) Non-Net Areas (all parts of the Non-net Site Area except the footprint of Buildings, but not including routes within the Net Site Area such as footpaths through informal and social areas). [PM_10_20]

2. General Requirements

2.1. Overview

2.1.1 The Project shall implement a Green Infrastructure strategy to meet the requirements as defined in Technical Annex 2H and 2J. [PM_35_40]

2.1.2 The external space requirements set out in the GDB, SSB and Annex 1C shall be provided. [PM_10_20_90]

2.1.3 The Minimum Life Expectancy requirements set out in the GDB Section 2.4 and External Space and Grounds Table 4 shall be met. External spaces and or facilities shall meet the requirements identified in this Technical Annex. [PM_35_10_47]

2.1.4 Materials or finishes used in external spaces shall:

a) be selected with due regard to their performance, durability, ease of cleaning, maintenance and repair, resistance to accidental or malicious damage and to their environmental impact [PM_35_10_47]

b) not contravene any planning conditions [PM_10_20]

c) be sufficiently robust to stand up well to prevailing weather conditions and heavy use typical of a School [PM_35_10_47]

d) considered holistically, taking into account the impact on the natural microclimate e.g., tarmac against buildings. [PM_35_40]

2.1.5 Landscaping included in the Works and any new or replacement outbuildings shall meet the requirements of Section 6.3. [PM_10_20_90]

2.1.6 New or replacement fencing shall meet the requirements of Section 8. [PM_10_20_90]

2.2. Refurbishment of External Space and Grounds

2.2.1 Work required to Refurbished Buildings shall be as defined in the Refurbishment Scope of Works (RSoW), under the headings of architectural elements (including FF&E) and M&E elements (including ICT Infrastructure). [Ac_10_70_70]

2.2.2 External spaces adjacent to Building(s), including hard paved areas, mains services and drainage plant, shall be delivered under one of the following categories: Renewed, Replaced, Repaired, Retained or have 'No Work'.

a) Renewed external space or grounds shall be designed to satisfy the relevant outputs of the GDB as well as this Technical Annex. [Ac_10_70_70]

b) Replaced external space or grounds shall satisfy the relevant outputs of the GDB as well as this Technical Annex, as far as possible within the constraints of the location, the adjacent elements, and the sub-structure. [Ac_10_70_70]

c) Repaired external space or grounds shall comply with the specifications in any project-specific specification or drawing issued as part of the SSB. The overall performance after repair shall be at least as good as that of the existing provision. [Ac_10_70_70]

d) Retained external space or grounds shall be left as existing, with minimal work required unless needed to complete other Works that form part of the Project, and the overall performance shall be no worse than the existing performance. [Ac_10_70_70]

e) Elements requiring 'No Work' shall be left as existing. [Ac_10_70_70]

2.2.3 External space or grounds on the Site not identified in the SSB shall be deemed to require 'No Work', as described above. [PM_10_20]

2.2.4 In respect of Refurbished Works, the required level of compliance with this Technical Annex is set out in the RSoW. [PM_10_20_90]

2.2.5 The requirements in this Technical Annex refer to all parts of the Works, as set out in the SSB, except any external space and grounds that are designated Repaired, Retained or 'No Work' in the RSoW. [PM_10_20_90]

2.2.6 All refurbishment works shall be assessed to identify where retrospective legislation may apply and works shall be carried out to comply. [Ac_10_70_70]

3. Outdoor Physical Education (PE)

3.1. Overview

3.1.1 The overall area of the outdoor PE spaces is as defined in Building Bulletin 103 (BB103). [PM_10_20_90]

3.1.2 Sports pitches and courts provided shall:

a) meet the School's PE and sports requirements set out in the SSB [PM_10_20_90]

b) have surfaces that are level, drain well and have an even surface free of obstructions with no ponding or static water. [PM_35_50_65]

3.1.3 Requirements for floodlighting to all-weather pitches or multi-use games areas (MUGAs) that are to be used outside the School's Core Hours, under a formal Community Use agreement, shall be as noted in the SSB. [PM_10_20_90]

3.2. Soft Outdoor PE

3.2.1 Soft outdoor PE area can include multi-purpose grassed areas suitable for PE, or areas with artificial all-weather surfaces, such as synthetic turf. These areas shall meet the requirements of Technical Annex 1C. [PM_10_20_90]

3.2.2 Soft outdoor PE areas provided shall have:

a) a gradient (a uniform fall of approximately 1:100 is the requirement but an even fall of up to 1:80 is allowable along the line of play, or up to 1:40 if it is across the line of play) [SL_42_15_60]

b) pitch margins and run-offs as set out in Annex 1C, which may overlap with the same type of pitch (an overlap between heavily used winter pitch areas, such as goal mouths, and heavily used summer pitch areas, such as cricket squares or athletics track, shall be avoided) [SL_42_15_60]

c) reasonable orientation of pitches where possible (an approximately north-south direction is desirable for most games) [SL_42_15_60]

d) dimensions, surfaces and markings as recommended for Community Use in Sport England guidance 'Comparative Sizes of Sports Pitches & Courts (Outdoor)', 'Natural Turf for Sport' and 'Artificial Surfaces for Outdoor Sport'

(restricted sites shall follow the Sport England design guidance on 'Compact Athletics Facilities'). [SL_42_15_60]

3.3. Hard Outdoor PE

3.3.1 Hard outdoor PE area can include hard-surfaced multi-use games courts, and other hard-surfaced areas such as outdoor climbing areas. Surface materials shall meet the requirements in Technical Annex 1C. Courts shall be defined with thermoplastic line markings. [PM_10_20_90]

3.3.2 The surfaces of any hard outdoor PE area provided for Community Use shall be designed in accordance with Sport England 'Artificial Surfaces for Outdoor Sport'. [SL_42_15_59]

4. Soft and Hard Informal and Social Areas

4.1. Overview

4.1.1 Hard or soft informal and social areas shall comply with the requirements of Technical Annex 1C. [PM_10_20_90]

4.1.2 Informal and social areas required to be adjacent to Teaching Spaces i.e., Outdoor Class Spaces and outdoor training spaces, shall be located immediately outside the relevant Teaching Space. Other informal and social areas provided shall:

a) be at a safe distance from windows [PM_35_50_65]

b) be located to avoid low level trip hazards [PM_35_50_65]

c) be located to avoid physical barriers such as external fire escapes in accordance with AD K [PM_35_30_24]

d) drain well with no ponding or standing water and have an even surface, free of obstructions [PM_35_50_65]

e) be level, with the exception of any isolated play mounds which shall be at a height agreed with the Employer and smooth contoured with a maximum gradient of 1 in 3 and edges flush with surrounding surfaces. [PM_35_50_65]

4.1.3 New or relocated play equipment shall:

a) be on a suitable surface for the equipment being used, as specified in Annex 1C [PM_10_20_90]

b) comply with BS EN1176 - 'Playground equipment and surfacing General safety requirements and test methods' and BS EN1177 - 'Impact attenuating playground surfacing. Methods of test for determination of impact attenuation'. [PM_10_20_90]

4.1.4 Early Years Outdoor Class Spaces shall have an external canopy which shall provide at least 0.5m^2 per FTE Early Years pupil place and be at least 2.4m wide. [SL_25_10_61]

4.1.5 Outdoor Class Spaces provided outside a Special School or AP classroom shall be a minimum of 30m^2 per classroom, and shall be provided with an external canopy of 15m^2 per classroom and be at least 2.4m wide. [SL_25_10_61]

4.1.6 The canopy provided to the Outdoor Class Space outside an Early Years or Special School or AP classroom shall:

a) have a structure that is robust and corrosion resistant, and able to resist dead, live, wind and snow loads relevant to its location [Ss_25_50_45_10]

b) be adjacent to the classroom and designed so as not to obstruct the Building's method of ventilation and daylight design [Ss_25_50_45_10]

c) have a roof that is robust, transparent and resistant to UV degradation, thermal creep and sun bleaching as well as protecting pupils from UV light [Ss_25_50_45_10]

d) collect rainwater and connect into a surface water drainage system or SuDS [Ss_25_50_45_10]

e) include lightning protection, if required following an assessment. [Ss_75_50_45_45]

5. Habitat Areas

5.1. Overview

5.1.1 This section shall be read in conjunction with the requirements in Section 3.2 of Technical Annex 2J. [PM_10_20_90]

5.1.2 Habitat areas provided shall comply with the requirements in Technical Annex 1C. [PM_10_20_90]

5.1.3 Habitat areas include managed water habitats, marshes and wetlands, allotments and animal enclosures. Other areas of woodland, meadowland or soft landscaping should be identified as soft informal and social space and be available to pupils throughout the School day (not fenced or gated). [SL_32_80]

5.1.4 Habitat areas shall be separated from other areas with simple fencing to prevent unsupervised access, unless specified otherwise in the SSB. [SL_32_80]

5.1.5 Habitat areas shall be accessible via a gate to ensure that pupils can access the space under supervision, for instance for science lessons. [SL_32_80]

5.1.6 Planted areas shall meet the requirements in Section 7. [PM_10_20_90]

6. Non-net Site Areas

6.1. Overview

6.1.1 Other than the footprint of the Building(s), the Non-Net Site Area can include access and drop-off for people and deliveries, parking, refuse and recycling areas, Outbuildings and Enclosures. [PM_10_20]

6.1.2 In any Non-net Site Areas provided, a means of separating pedestrian access from vehicular circulation, delivery areas, refuse collection areas and parking shall be provided. [PM_10_20]

6.2. Access

6.2.1 Where vehicular or pedestrian access is provided it shall meet the requirements of Technical Annex 1C. [PM_10_20_90]

6.2.2 Surfaces and substructures used by maintenance vehicles and equipment, including mobile elevating work platforms (MEWPs), shall be designed and constructed for this purpose, providing:

a) sufficient space for safe movement, off-loading and delivering [SL_80_35]

b) safe ground conditions (terrain and gradient) [SL_80_35]

c) safe ground-bearing capacity along the route and the Works [SL_80_35]

d) clear passage between street furniture for access for MEWP equipment of appropriate size for the Building. [SL_80_35]

6.2.3 Surfaces and sub-structures for MEWP access shall meet the requirements in the HSE General Information Sheet No. 6: 'The selection, management and use of mobile elevating work platforms. [SL_80_35]

6.2.4 Access routes to any new or relocated outbuildings, including storage sheds, garages or plant (such as tanks storage) shall have a suitable surface and sub-structure for the equipment identified to be stored and/or those likely to require access to the spaces. [SL_80_35]

6.3. Outbuildings and External Storage

6.3.1 New or relocated outbuildings or external storage, including storage containers, garages, sheds, greenhouses and animal pens shall be located away from main buildings to prevent risk of spread of fire. [PM_35_30_26]

6.3.2 The design and selection of materials for any new or relocated outbuildings shall be:

a) selected with due regard to their performance, durability, ease of cleaning, maintenance and repair and resistance to accidental or malicious damage. [PM_35_10_47]

6.3.3 There shall be controlled and locked access to any outbuildings. [PM_10_20]

6.4. External Covered Areas to accommodate renewable technology

6.4.1 Where the extent of PVs required to meet net zero carbon in operation cannot be accommodated on the school roof, the contractor shall reduce the EUI target as far as reasonably practicable, following a fabric-first approach before assessing the need for alternative locations. [PM_10_20_82]

6.4.2 For secondary schools, if a contractor can demonstrate that they have reduced the EUI as far as reasonably practicable, they may use any structures available across the site which are suitable to support PVs. [PM_10_20_82]

6.4.3 For primary schools, existing structures shall not be utilised. [PM_10_20_82]

6.4.4 External structures shall be designated to support PVs in the following order:

a) Minimum 55m^2 external covered outdoor classroom(s) to accommodate 30 pupils for projects with a building GIFA of up to 4305m^2 and a maximum 110m^2 to accommodate 60 pupils, where the GIFA exceeds 4305m^2. [PM_10_20_82]

b) External covered dining up to a maximum of 90m^2. [PM_10_20_82]

6.4.5 Designated covered dining areas above 10m^2 in area shall be provided with lighting. All lighting shall be in accordance with Technical Annex 2E. [PM_10_20_90]

6.4.6 All external structures shall be designed to suit their designated function including technical requirements such as power, ICT, lighting and controls in accordance with the Generic Design Brief and associated Technical Annexes. [PM_10_20_90]

6.4.7 External covered outdoor classrooms shall be provided with two IP65 lockable double power sockets and Wi-Fi coverage in accordance with the requirements in Technical Annexes 2G and 2I, and/or as specified by the ICT Advisor. [PM_10_20_90]

6.4.8 External structures shall have a minimum height of 3m above external ground level, unless otherwise stated in the SSB. [PM_10_20_90]

6.4.9 All new external structures and canopies shall:

a) be positioned so as not to negatively impact the daylight penetration or ventilation to the school building(s) [PM_10_20_82]

b) designed to suit the local climate [PM_10_20_82]

c) be waterproof [PM 10_20_82]

d) be constructed using materials with a low embodied carbon impact [PM_10_20_82]

e) be risk assessed to identify a safe method of access for maintenance and cleaning purposes. [PM_40_30_22]

7. Soft Landscaping and Groundworks

7.1. Overview

7.1.1 Planting shall be selected to conserve and enhance biodiversity and allow site management without the use of hazardous pesticides. [PM_35_40]

7.1.2 Tree planting shall be in accordance with BS 8545:2014 - 'Trees: from nursery to independence in the landscape: Recommendations'. [PM_10_20_90]

7.1.3 Tree planting in hard landscaped areas shall include permanent and permeable material or grille at the base of the trunk. [PM_10_20_82]

7.1.4 Shrubs shall be planted in accordance with BS 3936-1:1992 - 'Nursery stock'. Specification for trees and shrubs. [PM_10_20_90]

7.1.5 All planting shall be non-toxic in accordance with the series of BS 3936 - 'Nursery stock', or good practice advice. [PM_10_20_90]

7.1.6 Bark chipping or any other loose material in access, play or social areas is not acceptable. [PM_10_20]

7.1.7 For grassed areas, seed experts and seed providers shall be consulted to inform seed selection depending on soil type, condition, seasons and topography. [PM_10_20_82]

7.1.8 For the alleviation of compaction during construction, Good Industry Practice shall be followed for all areas to be grassed, in accordance with Defra: 'Construction Code of Practice for the Sustainable Use of Soils on Construction Sites' (2009); Sport England guidance: 'Natural Turf for Sport' (2011); BS 7370- 4 - 'Grounds maintenance. Recommendations for maintenance of soft landscape (other than amenity turf)'; and BS 4428. [PM_10_20_90]

7.1.9 Materials used for the preparation of landscaped areas (whether imported or re-used from the site) shall be free of pests and disease, corrosive materials, fragments of aggressive weeds, sticks, straw, pieces of brick, concrete, glass, lumps of vegetation and rubbish or any other deleterious materials detrimental to human, animal or environmental health, or the impediment of successful plant establishment. [PM_10_20_82]

7.1.10 Seeding and turfing shall only be undertaken in suitable growing seasons and/or when an appropriate watering regime is in place. [PM_10_20_82]

7.1.11 Seeded/turfed areas shall be protected with temporary fencing for a minimum of 6 months from germination and maintained by the Contractor for a minimum of 12 months

and/or until successful establishment occurs or the end of the defect's liability period, whichever is longer. [PM_10_20_82]

7.1.12 As soon as the grass has started to establish, a rigorous programme of aftercare shall commence with a sequence of operations to encourage the development of a strong dense sward in accordance with Sport England's Design Guidance Note, 'Natural Turf for Sport'. This shall continue until the surface is ready for play. [PM_10_20_82]

7.1.13 The Contractor shall be responsible for carrying out this aftercare and maintenance including regular inspection, cutting, watering and required remedial work to turfed/seeded areas 12 months following first acceptance of the planted area. [PM_10_20_82]

7.1.14 Account shall be taken of the drainage conditions of the land and changes in water flows addressed wherever levels are being amended and/or spoil is being retained on site, to avoid excessive flooding, ponding of water on landscape areas and/or topsoil washing onto low lying/paved areas. [PM_10_20_82]

7.1.15 Where existing site trees and woodlands form part of the Works, appropriate measures shall be taken, in accordance with Local Planning Policy and BS5837 to retain, protect and enhance or remove trees in accordance with an Arboricultural Report or Planning Condition(s). [PM_10_20_90]

8. Fencing and Barriers

8.1. Boundary Fencing

8.1.1 Boundary fencing shall be designed to meet the security requirements in the SSB. Boundary fencing shall:

a) be a minimum of 2.4m in height unless specified in the SSB [Ss_25_14]

b) be constructed of appropriately spaced posts and panels of anti-climb weldmesh with no horizontal footholds [Ss_25_14]

c) have gates at agreed locations; the design, height and construction of which match the corresponding fencing system and maintain the same level of security [Ss_25_14]

d) have gates designed such that a 100mm sphere cannot pass under them when closed and meet The Royal Society for the Prevention of Accidents (RoSPA) guidance to avoid injury such as crushing and finger traps. [Ss_25_14]

8.1.2 Secure Line fencing shall be designed to meet the security requirements in the SSB. Secure line fencing shall:

a) be a minimum of 2.4m in height in Mainstream Schools and Special Schools unless specified otherwise in the SSB [Ss_25_14]

b) be constructed of appropriately spaced posts and panels of anti-climb weldmesh with no horizontal footholds, especially around ironmongery [Ss_25_14]

c) have gates at agreed locations; the design, height and construction of which match the corresponding fencing system and maintain the same level of security. [Ss_25_14]

8.1.3 In the event that the site boundary fencing provides the Secure Line, the Secure Line height and specification requirements shall apply. [PM_10_20_82]

8.1.4 Fixed external F&E shall not be located where it could provide a climbing aid over a fence. [PM_10_20_82]

8.2. Fencing to Hard-surfaced Games Courts

8.2.1 New fencing to multi-use games courts and other hard-surfaced games courts shall be undertaken in accordance with the appropriate sections of BS 1722 and comply with the requirements of SAPCA Code of Practice for the Construction and Maintenance of Fencing Systems. [PM_10_20_90]

8.2.2 Fencing to multi-use games courts shall also comply with Annex 1C and the following requirements:

a) The material is to be heavy-duty steel mesh with panels hot dip galvanised to BS EN ISO 1461 and polyester powder coated to standard colour agreed with the Employer. [PM_10_20_90]

b) The height is to be 3m unless otherwise stated in the SSB. [Ss_25_15_85_55]

c) Kick boards are to be a nominal 250mm high x 50mm thick, pressure treated, made from 40yr weather resistant smooth planed timber with a chamfered top edge. [Ss_25_15_85_55]

d) Rebound boards (where required in the SSB) are to be 1.2m high by at least 12mm thick, made from homogenous resin based exterior grade boarding (colour to be agreed with the Employer). [Ss_25_15_85_55]

8.2.3 Gates in fencing to a multi-use games court or other hard-surfaced games court shall be provided with access at locations to suit adjacent roads, paths and directions of travel. Where provided they shall:

a) be fully infilled with weldmesh/rebound boards/kick boards as appropriate, and provided with a suitable locking mechanism [Ss_25_15_85_55]

b) open outwards for the safety of players [Ss_25_15_85_55]

c) have boot cleaning facilities at main access gates, to prevent contamination of the playing surface with mud and material from outside the playing area [Ss_25_15_85_55]

d) have level or slightly ramped (i.e., not stepped) thresholds [Ss_25_15_85_55]

e) be positioned so as not to create 'tight' gathering or milling points, especially where pitch / games area team changeovers are scheduled [Ss_25_15_85_55]

f) be 1.2m wide (single gates) or 3.0m wide with a removable lintel panel above for ease of access with soccer goals (double gates). [Ss_25_15_85_55]

8.3. Fencing to Informal and Social Areas and Habitat Areas

8.3.1 For fencing requirements, refer to Technical Annex 1C and the SSB. [PM_10_20_90]

8.3.2 The use of hedges instead of fencing may be used where appropriate if agreed with the Employer. See also 7.1.3. [En_32_10_37]

8.3.3 The use of hedges alongside temporary fencing may be used where appropriate if agreed with the Employer. See also 7.1.3. [En_32_10_37]

8.4. Barriers, Balustrades and Guarding

8.4.1 Protection to exposed elevations to New Buildings shall be provided using protective planting or low fencing of at least 1.2m high, to avoid casual disturbance, such as balls striking windows or pupils banging on windows. [PM_35_50_72]

8.4.2 Appropriate street furniture and/or landscape detailing shall be provided to prevent accidental or deliberate vehicular contact with buildings or structures. [PM_35_50_72]

8.4.3 The design and materials of all external balustrades, barriers or guarding shall be as defined in Technical Annex 2C, BS 6180:2011 and AD K. [PM_10_20_90]

8.4.4 Glass to external balustrades, barriers or guarding shall be in accordance with BS 6180: 2011. Glass shall be laminated and toughened and fixed with bolt-through fixings when using an infill panel system. [PM_10_20_90]

8.4.5 Balustrade and barrier systems shall be designed to meet BS6180:2011. [PM_10_20_90]

8.4.6 Balustrade and barrier system designs shall be certified by chartered structural engineers or a BSI kitemark registered manufacturer. [PM_10_20_82]

8.4.7 Balustrade and barrier systems shall be installed by qualified, accredited, and certified installers. [PM_10_20_82]

8.4.8 The design of external stairs/ramps and handrails shall be coordinated so that handrails are continuous without vertical steps in the handrails. [PM_35_50_72]

9. Demonstrating Compliance

9.1. Overview

9.1.1 The Contractor shall demonstrate compliance with the Employer's Requirements by use of protocols detailed in the Contractor's Quality Assurance procedures capturing evidence of both coordinated design and its implementation into the construction of the School Building(s) with photographic evidence and/or third-party accreditation. [PM_70_15]

10. References

10.1. Overview

10.1.1 The design and construction of any external spaces, landscaping or ground works shall take account of the following reference standards and guidance. [PM_10_20_90]

a) HSE General Information Sheet No.6: 'The selection, management and use of mobile elevating work platforms'. [FI_70]

b) AD K: 'Protection from falling, collision and impact' (2013). [FI_70]

c) Building Bulletin 103: 'Area guidelines for mainstream schools' (2014). [FI_70]

d) Building Bulletin 104: 'Area guidelines for SEND and Alternative Provision' (2015). [FI_70]

e) EN1176: 'Playground Equipment Standard'. [FI_70_85]

f) EN1177: 'Impact attenuating playground surfacing. Methods of test determination of impact attenuation' in 2018. [FI_70_85]

g) BS 8545:2014 'Trees: from nursery to independence in the landscape: recommendations'. [FI_70]

h) BS 3936-1:1992: 'Nursery stock'. [FI_70_85]

i) Sport England 'Comparative Sizes of Sports Pitches and Courts (OUTDOOR)', 2015. [FI_70]

j) Sport England 'Artificial Surfaces for Outdoor Sport', 2013. [FI_70]

k) BS 7044-4:1991: 'Artificial sports surfaces. Specification for surfaces for multi-sports use' (partially replaced by BS EN 14904:2006, BS EN 14877:2006, BS EN 15330-2:2008, BS EN 15330-1:2007). [FI_70_85]

l) BS EN 15330-2:2017: 'Surfaces for sports areas'. [FI_70_85]

m) BS 6180: 2011: 'Barriers in and about buildings'. [FI_70_85]

n) Sport England guidance: 'Natural Turf for Sport' (2011). [FI_70]

o) Related sections of the GDB:

i) Section 2.2 - Site Plan [FI_70]
ii) Section 2.4 - External Space and Grounds [FI_70]

p) BS 7370-4: 'Grounds maintenance. Recommendations for maintenance of soft landscape (other than amenity turf)' (1993). [FI_70]

q) BS 4428: 'Code of practice for general landscape operations (excluding hard surfaces)' (1989). [FI_70]

r) Defra: 'Construction Code of Practice for the Sustainable Use of Soils on Construction Sites' (2009). [FI_70]

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School Output Specification

Technical Annex 2E: Daylight and Electric Lighting

November 2022

Document Control

Revision	Status	Date	Author	Amendment
C01-C06	A	2016-07	n/a	Includes initial working towards OS 2017
C07	A	2017-11	n/a	Issued as OS 2017
C08	A	2019-05	n/a	Revised to incorporate end user feedback, evidence collected and updates to applicable standards
C09	A	2020-05-29	n/a	Amendments to blinds
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C11	A	2022-11-25	AWI	Gov.uk publication

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Summary

Technical Annex 2E provides the minimum requirements for daylighting and electric lighting requirements. It is to be read in conjunction with the Generic Design Brief (GDB) and the School Specific Brief (SSB).

Review Date

Review dates for this document shall be at 6-month intervals.

Who is this publication for?

This document is for technical professionals involved in the design and construction of school premises, as part of the Employer's Requirements of the DfE Construction Frameworks (the DfE Construction Framework 2021 and the Offsite Schools Framework (incorporating Modular and MMC delivery) (MMC)). It may also be used as the basis of similar documentation for other procurement routes using the Output Specification.

Uniclass Codes

This document captures Uniclass codes for the management of exchange of information. To access all codes and associated titles reference should be made to Uniclass 2015 | NBS (thenbs.com)

1. Introduction

1.1. Overview

1.1.1 This document is one of the Technical Annexes that forms part of the Generic Design Brief (GDB). [PM_10_20]

1.1.2 The definitions listed in GDB shall apply to this Technical Annex and all other parts of the Output Specification. [PM_10_20]

1.1.3 This document shall be read in conjunction with the GDB and all other Technical Annexes as well as the School-specific Brief (SSB), including the School-specific Annexes. [PM_10_20]

1.1.4 This document sets out the required technical standards and performance criteria for daylight and electric lighting. [PM_10_20]

1.1.5 The information exchange required at each stage of the design, build and completion process is detailed in the DfE's Exchange Information Requirements (EIR). [PM_10_20_28]

1.1.6 The requirements in this Technical Annex shall apply to all parts of the works; New or Refurbished. [PM_10_20]

2. General Requirements

2.1. Area Definitions

2.1.1 The type and definition of spaces in School Buildings have been categorised and described in Technical Annexes 1A and 1B. These are used in the tables and text in this document. [PM_10_20_90]

2.2. Refurbishment

2.2.1 Work required to Refurbished Buildings shall be as defined in the Refurbishment Scope of Works (RSoW), under the headings of architectural elements (including FF&E) and M&E elements (including ICT Infrastructure). [Ac_10_70_70]

2.2.2 The work shall be categorised as Renewed, Replaced, Repaired, Retained or have 'No Work':

a) Renewed electrical lighting element or system shall be designed to satisfy the relevant outputs of the GDB and this Technical Annex (and by the code in the ADS where relevant). [Ac_10_70_70]

b) Replaced electrical lighting element or system shall satisfy the relevant outputs of the GDB and this Technical Annex (and by the code in the ADS where relevant), as far as possible within the constraints of the location, the adjacent elements and the sub-structure. [Ac_10_70_70]

c) Repaired electrical lighting element or system shall comply to the specifications in any project-specific drawing issued as part of the SSB. The overall performance after repair shall be at least as good as that of the existing provision. [Ac_10_70_70]

d) Retained electrical lighting element or system shall be left as existing, with minimal work required unless needed in order to complete other Works that form part of the Project, and the overall performance shall be no worse than the existing performance. [Ac_10_70_70]

e) Elements requiring 'No Work' shall be left as existing. [Ac_10_70_70]

2.2.3 In respect of Refurbished Works, the required level of compliance with this Technical Annex is set out in the RSoW. [PM_10_20]

2.2.4 The requirements in this Technical Annex refer to all parts of the Works except any Building Elements or services that are designated Repaired, Retained or "No Work" in the RSoW, or spaces designated "Untouched" in Annex SS1. [PM_10_20_82]

2.2.5 In Refurbished Buildings, the requirements for daylight in this Technical Annex shall apply to any windows identified in the RSoW to be Renewed (typically as part of a renewed external facade). [Ac_10_70_70]

2.2.6 All refurbishment works shall be assessed to identify where retrospective legislation may apply and works shall be carried out to comply. [Ac_10_70_70]

2.2.7 Where the window layout is unchanged, daylight modelling is not required but any glare problems shall be addressed e.g., by provision of blinds. [PM_35_70_20]

2.2.8 If glazing is being Replaced in a Refurbished Building, the specification shall be met as far as possible, within the constraints of the location and opening, unless otherwise agreed by the Employer. Typically, the Contractor shall be required to supply glazing to an equivalent area (m^2) as existing but with an upgraded specification. [PM_10_20_82]

3. Daylighting

3.1. Daylight Performance Criteria

3.1.1 The performance criteria for daylight, based on the types of space are defined in Annex 1A and 1B by the lighting ADS code. [PM_35_70_20]

3.1.2 Daylighting calculations shall be as the specification in Section 8. [PM_35_70_20]

3.1.3 Percentages of spaces are defined by room quantities not area. For example, 80% of spaces for which ADS code L1 applies refers to 80% of the quantity of these spaces. [PM_35_70_20]

3.1.4 It is recognised that the primary performance criteria may not be able to be met in every space. [PM_35_70_20]

3.1.5 Where the primary performance criteria are not met, spaces are expected to be as close to full compliance as is feasible and daylight access is required in Basic Teaching Areas (excluding drama studios), halls, dining and PE spaces, libraries and permanently occupied administration offices. See Table 1. [PM_35_70_20]

3.1.6 Daylight access shall be demonstrated through spaces receiving daylight directly or indirectly that enhances the visual environment. [PM_35_70_20]

3.1.7 For Basic Teaching Areas (except drama studios), it should be as near the sDA and UDI levels quoted as possible. [PM_35_70_20]

3.1.8 For halls, dining and PE areas, LRCs, study spaces and circulation areas, a lower level of daylight is acceptable. See Table 1. [PM_35_70_20]

3.1.9 Daylight Autonomy (DA) is the percentage of time that a point in a space can expect to achieve or exceed an illuminance threshold (typically 300 lux) from daylight alone. [PM_35_70_20]

3.1.10 Spatial Daylight Autonomy sDA (300/50%) defines the percentage of the task plane which receives at least 300 lux, for at least 50% of the annual occupied hours i.e., the percentage of the task plane which can achieve a DA of 50%. [PM_35_70_20]

3.1.11 Useful Daylight Illuminance UDI-a (100~3000 lux) is the annual occurrence of illuminance, at a point in a space, within the range 100~3000 lux, measured across the task plane, during occupied hours. [PM_35_70_20]

3.1.12 The final UDI result is taken as an average of the results across the task plane. [PM_35_70_20]

Types of space (as identified in Annex 1A and 1B)	**ADS Code**	**Spaces requiring primary performance criteria**	**Primary performance criteria Spatial Daylight Autonomy (sDA (300/50%))**	**Primary performance criteria Useful Daylight Illuminance (UDI- a (100~3000lux))**	**Requirements for spaces that do not meet primary performance criteria**
Basic Teaching spaces (excluding drama studios); independent life skills rooms (in special schools); science preparation rooms; administration offices; staff rooms	L1	80% of spaces	sDA (300/50%) shall be 50%	UDI-a (100~3000lux) shall be 80%	Daylight access required to achieve levels as near to those for compliant spaces as possible and visual connection to adjoining daylit spaces to provide visual comfort.
Halls, dining and PE area; LRCs	L2	65% of spaces	No requirement	UDI-a (100~3000lux) shall be 80%	Daylight access
SEN and support spaces; Arts learning resources and study areas; staff areas	L3	50% of spaces	No requirement	UDI-a (100~3000lux) shall be 80%	None
Circulation areas; DT preparation room; kitchen	L4	Stairwells, and wherever	Daylight access required	Daylight access required	None

preparation areas; changing rooms		possible elsewhere			
Storage (excluding preparation); toilets and hygiene rooms; other kitchen areas; plant areas; kiln rooms	L5	100% of spaces	No requirement	No requirement	N/A
Drama studio, dark room, control room, sensory room	L6	100% of spaces	Daylight to be excluded or blinds provided	Daylight to be excluded or blinds provided	N/A

Table 1 Daylight Performance Criteria by Area Type

3.2. Shading Devices

3.2.1 Passive shading devices

3.2.1.1 As part of the overall façade design strategy the contractor shall consider the use of passive internal and external shading devices such as extended eaves, overhangs verandas, brise soleil to overcome both solar gain and solar glare. These methods should be investigated first and the remaining glare and overheating dealt with via blinds. [Pr_30_59_07]

3.2.2 Blinds

3.2.2.1 Blinds or other means of solar glare and daylight control shall be provided to all exterior glazing (including rooflights) in Basic Teaching Areas, learning resource areas and staff areas (L1, L2 & L3), except within 15 degrees of absolute North where the Contractor proves the visual environment is adequate without blinds. [Pr_30_59_07]

3.2.2.2 The type of blind(s) or shading employed shall be dependent on factors such as window orientation, daylight performance and visual environment requirements of each space. [Pr_30_59_07]

3.2.2.3 The blinds shall not adversely affect the ventilation of the space. See Technical Annex 2F for the operability of the openable windows or glazed doors. [Pr_30_59_07]

3.2.2.4 Vertical blinds shall not be used in teaching areas as they can be easily damaged. [Pr_30_59_07]

3.2.2.5 Where roller blinds are used, the material shall be a screen (dim-out) type with a total visible light transmittance of 5-7%. The exception to this requirement is given in paragraph 3.2.7. [Pr_30_59_07]

3.2.2.6 In rooms where the blinds are for solar glare control i.e., not north facing classrooms, the openness of the weave of the material shall not be greater than 3%. [Pr_30_59_07]

3.2.2.7 Blinds can have a higher overall transmission and a higher openness or can be excluded, if the Contractor can demonstrate that the visual environment shall be adequate. The primary method of demonstration is by showing that the glazing orientation is within 15 degrees of absolute North and all visual display equipment in the space can achieve a contrast ratio of at least 3000:1. Alternatively, the Contractor may provide a disability glare analysis to justify the choice of blinds with a higher transmission or the exclusion of blinds on a particular facade. [Pr_30_59_07]

3.2.2.8 Blinds shall be provided in all science spaces and these shall provide glare reduction whilst maintaining daylight and ensuring adequate ventilation at all times. One in three science spaces shall also need to provide blackout for specific physics and biology experiments. In these cases, it is acceptable for the required summertime ventilation to be temporarily obstructed during the experiments. A low level of lighting is needed for safety during these experiments which can be provided by desk lights. [Pr_30_59_07]

3.2.2.9 Sports halls require solar glare control. Where rooflights are employed, the use of a diffusing material, such as frosted/fritted/prismatic glass or plastics is an acceptable alternative to blinds as long as the Contractor coordinates the rooflight layout with the layout of the sports courts (e.g., they are located between badminton courts) and provides a disability glare analysis to show that the rooflights are positioned to avoid solar glare. [Pr_30_59_07]

3.2.2.10 Assembly halls shall be daylit and drama studios may be daylit. [PM_35_70_20]

3.2.2.11 In assembly halls, and drama studios if they are daylit, blackout blinds or curtains are required for audio visual purposes. Low level background lighting is required for safety purposes. [Pr_30_59_07]

3.2.2.12 Requirements for blinds and curtains are also included in Technical Annex 2D Section 4 and Technical Annex 3 Section 5. [Pr_30_59_07]

4. Electric Lighting

4.1. Interior Lighting

4.1.1 An interior lighting system shall be provided in accordance with the criteria given in Table 2, Table 3 and Table 10. [PM_35_70_46]

4.1.2 Where Unified Glare Rating Limit (UGRL) calculations are not possible, compliance shall be demonstrated through luminaire intensity being limited to 3000 cd/m^2 above 65 degrees from a downward vertical. [PM_35_70_46]

4.1.3 In Basic Teaching spaces, learning resource areas, administration offices, other staff areas and storage areas, surfaces shall be illuminated in accordance with Table 3. [PM_35_70_46]

Types of Space (as defined in Annex 1A and IB)	Horizontal Illuminance Em lx	Horizontal Illuminance Uo	Horizontal Illuminance Task height (m)	Cylindrical Illuminance (WP height 1.2m) Ez lx	Cylindrical Illuminance (WP height 1.2m) Uo	Glare UGR	ADS Code
Primary Basic Teaching Area; Primary School libraries	300	0.6	0.55	150	0.1	19	a
Secondary General Teaching spaces; music rooms; SEN and support spaces; arts learning resources and study areas	300	0.6	0.7	150	0.1	19	b
LRCs	300 200 for shelving	0.6	0.7 On vertical edge of books	150	0.1	19	d
Darkrooms (1)	200	0.6	0.85	50	0.1	19	e
Sensory rooms (2)	200	0.6	0	50	0.1	19	f
Control rooms	300	0.6	0.7	150	0.1	19	g
Dining and social areas	200	0.4	0.7	50	0.1	22	h
Halls and indoor PE spaces	300	0.6	0 (0.7 for exams)	100	0.1	19	i

Sports halls	500 switchable to 300	0.6	0 (0.7 for exams)	100-150	0.1	22	j
Storage (excluding science preparation); other kitchen areas	100	0.4	0	N/A	N/A	25	l
Kitchen preparation areas	500	0.6	0.9	N/A	N/A	22	m
Circulation areas	100	0.4	0	50	0.1	25	n
Toilets and hygiene rooms; changing rooms	100	0.4	0	N/A	N/A	25	o
Plant areas (including server room)	200	0.4	0	N/A	N/A	22	p

Table 2 Interior Horizontal and Cylindrical Illumination Criteria

[1] General lighting installation to be duplicated with a safelight installation for print development.

[2] Additional specialist SEN lighting is required.

Areas	Vertical Illuminance Em lx	Vertical Illuminance Uo
Whiteboards	150	0.6
Shelving and racking	100	0.4
Basic Teaching spaces: Walls	50% of horizontal task illuminance or Ev min>100lx	0.1
Basic Teaching spaces: ceilings	30% of horizontal task illuminance or Eh min>50lx	0.1
Offices: walls	75	0.1
Offices: ceilings	50	0.1
Circulation: walls	50	0.1
Ceilings	30	0.1

Table 3 Surface Illumination Criteria

4.2. Exterior Lighting

4.2.1 Site Lighting

4.2.1.1 An exterior lighting system shall be provided in accordance with the criteria given in Table 4 and Table 11. [PM_35_70_46]

4.2.1.2 Colour rendering and colour temperature shall be in accordance with Section 6. [PM_35_70_46]

Areas	Horizontal Illuminance Em lx	Horizontal Illuminance Uo	Horizontal Illuminance WP Height (m)	Glare GRI
Walkways exclusively for pedestrians	5	0.25	0	50
Traffic areas for slowly moving vehicles (max 10 km/h e.g., bicycles)	10	0.40	0	50
Pedestrian passages, vehicle turning, loading and unloading points	50	0.40	0	50
Parking areas	10	0.25	0	50
Security	5	0.25	0	50
External Plant Areas and Walkways	50	0.40	0	50

Table 4 Exterior Illumination Criteria

4.3. Obtrusive Light

4.3.1 Light spill shall be controlled to a level appropriate to the surrounding environment. This is demonstrated through compliance with ILP guide GN01 - Guidance Notes for the Reduction of Obtrusive Light. The foundation of this method is to agree an environmental zone with the local planning authority. [PM_35_70_46]

4.3.2 The zoning definitions and performance criteria are summarized in Table 5 and Table 6, however refer to the ILP document. [PM_35_70_46]

Zone	Surroundings	Lighting Environment	Examples
E0	Protected	Dark	Unesco Straight Reserve, IDA Dark Sky Parks
E1	Natural	Intrinsically dark	National parks and AONB
E2	Rural	Low brightness	Village or dark outer suburban areas
E3	Suburban	Medium brightness	Small town centre or suburban locations
E4	Urban	High brightness	Town/city centres with high levels of night-time activity

Table 5 Environmental Zoning for Obtrusive Light

Parameter	Application conditions	E0 Value of parameter for stated environmental zone	E1 Value of parameter for stated environmental zone	E2 Value of parameter for stated environmental zone	E3 Value of parameter for stated environmental zone	E4 Value of parameter for stated environmental zone
Upward light ratio (ULR)	Maximum permitted percentage of luminous flux that goes directly into the sky	0	0	2.5	5	15
Illuminance in vertical plane (Ev) (lx)	Pre-curfew	0	2	5	10	25
N/A	Post-curfew	0	0	1	2	5
Luminous intensity emitted by luminaires (I) (cd)	Pre-curfew	0	2500	7500	10000	25000
N/A	Post-curfew	0	0	500	1000	2500
Building facade luminance (Lb) (cd/m2) Ave	Pre-curfew	0	0	5	10	25

Sign luminance (Ls) (cd/m2) Max	Up to 10m2	0	100	400	600	600
N/A	Over 10m2	0	0	200	300	300

Table 6 Performance Criteria for Obtrusive Light

4.4. Reference Standards

4.4.1 Ensure that the design and installation of electric lighting takes account of the relevant parts of the following standards (or updated documents if relevant). Where criteria are conflicting, precedence shall be given to the most recent publication. [PM_10_20_90]

a) SLL Lighting Guide 5: Lighting for Education. [FI_70]

b) BS EN 12464-1: Light and lighting. Lighting of workplaces. Indoor workplaces. [FI_70_85]

c) BS EN 12464-2: Light and lighting. Lighting of workplaces. Outdoor workplaces. [FI_70_85]

d) ILP GN01 Guidance. [FI_70]

e) ILP GN08 Bats and artificial lighting. [FI_70]

f) SLL Fact file 07 Design and assessment of exterior lighting schemes. [FI_70]

5. Emergency Lighting

5.1. Visual Environment

5.1.1 Performance Criteria

5.1.1.1 Emergency lighting systems shall meet the requirements given in Table 7, Table 8 and Table 9. [PM_35_70_46]

5.1.1.2 Emergency lighting performance (including possible exclusions) shall be based on the area specification and a risk assessment carried out with the School. [PM_70_95_70]

Parameter	Value	Notes
Area size	Generally, 60 m^2 except in places of public assembly or where a sufficient risk is identified	(1)
Design illuminance	Minimum design value 0.5 lx on empty floor excluding 0.5 m wide perimeter margin	N/A
Diversity (U_d)	<40 (max/min)	N/A
Response time	50% design value in 5 s and 100% design value in 60 s until the end of the rated duration	N/A
Minimum duration	3 hours	N/A
Colour rendering	Lamp Ra 40	N/A

Table 7 Open Area Emergency Lighting Criteria

[1] Classrooms used outside typical School Hours (adult education for example) shall have emergency lighting.

Item	Value
Route size	<30 m long, up to 2 m wide (each 2 m wide strip if route is wider)
Design illuminance on centre line	Minimum design value of 1 lx, on the floor along the centre line of the route
Design illuminance on centre band	Minimum design value 0.5 lx, on the floor of the centre band (i.e., at least 50% of the route width)
Diversity (U_d)	Illuminance on centre line < 40 (max. /min.)
Response time	Design value within 5 s of supply failing, until the end of the rated duration
Minimum duration 3	3 hours
Colour rendering	Lamp Ra 40

Table 8 Defined Escape Routes Emergency Lighting Criteria

Item	Value	Notes
Area size	As defined by task size, location and plane	1, 2, 3
Design illuminance	Minimum 10% of maintained illuminance on the reference plane but at least 15 lx	1, 2, 3
Uniformity	>0.1 (minimum/average)	1, 2, 3

Response time	Design value in 5 s or faster if the risk requires it	1, 2, 3
Duration	Period for which the risk to people exists	1, 2, 3
Colour rendering	Lamp Ra 40	1, 2, 3

Table 9 High Risk Task Area Emergency Lighting

[1] Typical high-risk areas include catering kitchens and in the immediate vicinity of rotating machinery.
[2] High-risk task lighting is in addition to open area lighting.
[3] Further advice in BS5266 Part 10.

5.1.2 Equipment

5.1.2.1 Emergency battery packs shall be internal or external to luminaires. [Ss_70_80_33]

5.1.2.2 Central or distributed batteries shall be located in environments with ambient temperature of 25°C or lower. [Ss_70_80_33]

5.1.2.3 Battery duration shall be at least 3 hours. [Ss_70_80_33]

5.1.2.4 The Contractor shall identify whether he is providing an emergency lighting automatic testing and monitoring system. [PM_10_20_82]

5.1.2.5 Details shall be provided of the School's responsibilities for testing the emergency lighting system aligned with the emergency lighting risk assessment, Fire Regulation Reform Order 2005, BS5266 pt1 and BS EN 50172. The details shall be included in the O&M Manuals. [PM_10_20_90]

5.1.2.6 The emergency lighting, testing and monitoring system shall consist of one of the following options.

a) Manual key-switches for each individual lighting final sub-circuit. [Pr_70_70_47_02]

b) A proprietary luminaire self-test system based upon individual luminaires. [Pr_70_70_47_02]

c) A centralised dedicated proprietary emergency lighting test and monitoring system. [Pr_70_70_47_02]

d) Emergency lighting test and monitoring control algorithms as part of a centralised lighting control system. [Pr_70_70_47_02]

5.1.2.7 All systems shall comply with the testing and monitoring requirements of BS 5266 for self-contained or centralised power supply systems and provide auditable test results in both hard and soft copy formats. [PM_35_30_20]

5.2. Reference Standards

5.2.1 Ensure that the design and installation of emergency lighting takes account of the relevant parts of the following standards (or updated documents if relevant). Where criteria are conflicting, precedence shall be given to the most recent publication. [PM_10_20_90]

a) SLL Lighting Guide 12: Emergency Lighting. [FI_70]

b) BS 5266 Emergency lighting. [FI_70_85]

c) BS EN 1838:2013 Emergency lighting. [FI_70_85]

d) BS 5499-4 Safety Signs. [FI_70_85]

e) BS EN 50171 Central supply systems. [FI_70_85]

f) BS EN 50172 Emergency Escape Lighting Systems. [FI_70_85]

g) BS EN 50172-2 Battery Requirements. [FI_70_85]

h) BS EN 60598-2-22 Luminaire Particulars - Emergency Lighting. [FI_70_85]

i) BS EN 62034 Automatic test systems for battery powered emergency escape lighting. [FI_70_85]

6. Lighting Equipment

6.1. Interior Luminaires and Lamps

6.1.1 Lighting equipment for interior environments shall be provided in accordance with the criteria given in Table 10. [Ss_70_80_33]

Criteria	LED	Non-LED
Colour	CCT: 3500-4000K CRI: >=80 MCAD: 3	CCT: 3500-4000K CRI: >=80 MCAD: 4
Efficacy	In accordance with AD L	In accordance with AD L
Design Life	Occupied spaces (1) L80, B10 @ >= 50,000 hours, 25C ambient	Rated life: 20,000 hours min Lamp survival factor: 80% Lamp lumen maintenance factor: 80%
Design Life	Unoccupied spaces (2) Rated life: 30,000 hours min L70, B50 @ >= 30,000 hours, 25C ambient	Rated life: 20,000 hours min Lamp survival factor: 80% Lamp lumen maintenance factor: 80%
Driver	Power Factor: 0.9 min Flicker factor: < 15% Dimming range: 1-100% of measured output	Power Factor: 0.9 min Frequency: 16,000Hz min Dimming range: 1-100%
IP	General Areas: IP2X WCs, science areas: IP44	General Areas: IP2X WCs, science areas: IP44

	Plants Space: IP65	Plants Space: IP65
Luminaire Warranty Period	5 years (3)	5 years (4)

Table 10 Light Source Criteria for Interior Environments

[1] Occupied spaces are generally Basic Teaching spaces, learning resource areas, halls, dining and PE areas, staff and administration areas, preparation areas, toilets and hygiene rooms, changing rooms, kitchen preparation areas and circulation areas.
[2] Unoccupied areas are generally storage (including storage areas in science preparation rooms), other kitchen areas and plant areas.
[3] For luminaires using LED sources the warranty shall include all LEDs, componentry, optics and body.
[4] For luminaires to include all major componentry.

6.1.2 Indicate the maintainability of luminaires specified and the degree to which components can be replaced by skilled or unskilled labour. [PM_10_20_82]

6.2. Exterior Luminaires and Lamps

6.2.1 Appropriate external lighting systems for safe pedestrian and user access shall be provided. [Ss_70_80_25]

6.2.2 Security lighting to temporary and permanent buildings shall be provided if required in the School-specific Brief following the Access and Security Strategy and the Risk Assessment as detailed in the SSB. All as required by GBD Section 2.14 Safety and Security. [PM_10_20_90]

6.2.3 If required in the School-specific Brief, underground ducts to MUGAs shall be provided to enable future provision of lighting by the School at a later date. [PM_10_20_82]

6.2.4 Lighting equipment for exterior environments shall be provided in accordance with the criteria given in Table 11. [Ss_70_80_25]

Criteria	LED	Non-LED
Colour	CCT: 3000-4000K CRI: 60 MCAD: 5	CCT: 3000-4000K CRI: 60 MCAD: 5
Efficacy	In accordance with AD L	In accordance with AD L
Design Life	Rated life: 30,000 hours L80, B10 @ >= 50,000 hours, 25C ambient	Rated life: 20,000 hours LSF:80% LLMF: 80%
Driver	Power Factor: 0.9 Flicker factor: < 15% Dimming range: 10-100% of measured output	Power Factor: 0.9 Flicker factor: < 15% Dimming range: 10-100%
IP	Exterior Areas: IP65	Exterior Areas: IP65
Warranty Period	5 years (1)	5 years (2)

Table 11 Light Source Criteria for Exterior Environments

[1] For luminaires using LED sources the warranty to include all LEDs, componentry, optics and body.
[2] For luminaires to include all major componentry.

6.3. Reference Standards

6.3.1 Ensure that the design and installation of lighting equipment takes account of the relevant parts of the following standards (or updated documents if relevant). Where criteria are conflicting, precedence shall be given to the most recent publication. [PM_10_20_90]

a) BS EN 60598 Luminaires (and all relevant subsections). [FI_70_85]

b) IEC 62717 LED-modules for general lighting - Performance requirements. [FI_70_85]

c) IEC 62722-2-1 Particular requirements for LED luminaires. [FI_70_85]

7. Lighting Controls

7.1. System Functionality

7.1.1 Automatic lighting controls shall be provided to all spaces except stores in order to facilitate control of the visual environment and energy savings. [Pr_70_70_47]

7.1.2 Control devices shall be simple and intuitive with clear and robust labelling of the lighting switches showing the function of each input. [Pr_70_70_47]

7.1.3 Sensor coverage shall include all the usable space minus a 500mm perimeter margin. [Pr_70_70_47]

7.1.4 Building spaces shall be categorised and controlled based on the definitions in Table 12. See Technical Annex 1A and 1B for detailed definitions of types of spaces. [PM_10_20_90]

7.1.5 In temporarily and permanently owned spaces of up to 35m^2 (L0.1), automatic controls shall deactivate, but not activate the lighting system. The lighting system shall include motion sensors to switch the lighting in response to space vacancy. Manual controls shall override the automatic controls for a period of 40 minutes. [Ss_70_80_33]

7.1.6 In temporarily and permanently owned spaces of over 35m^2 (L0.2), automatic controls shall deactivate, but not activate the lighting system. The lighting system shall include motion and constant illuminance sensors to switch and dim the lighting in response to space vacancy, daylight and initial over-lighting (resulting from maintenance factors used in calculations). Manual controls shall override the automatic controls for a period of 40 minutes. [Ss_70_80_33]

7.1.7 In daylit corridors, stairs and lobbies which are classified as unowned transient spaces (L0.3), automatic controls shall activate and deactivate the lighting system. The lighting system shall include motion and illuminance sensors to switch the lighting in response to space vacancy and daylight level. Manual local controls shall be provided to override automatic controls. [Ss_70_80_33]

7.1.8 In unowned transient spaces (L0.4) including corridors, stairs and lobbies which are not daylit, toilets, hygiene rooms and changing rooms, automatic controls shall activate and deactivate the lighting system. The lighting system shall include motion sensors to switch the lighting in response to space vacancy. Manual local controls shall be provided to override automatic controls. [Ss_70_80_33]

Types of Space	Description	CIBSE category reference	Control method	ADS code
Administration offices; staff areas; SEN and support spaces; arts learning resources and study areas; Primary School libraries; preparation rooms	Temporary or permanently owned rooms for individuals and small groups	Owned spaces	Manual on, absence off	L0.1
Basic Teaching spaces (including classrooms); staff rooms; independent life skills rooms (in special schools)	Temporary or permanently owned rooms for larger groups	Owned spaces	Manual on, absence off, daylight dimmed (only in a daylit space)	L0.2
Daylit circulation areas (including corridors, stairs and lobbies)	Transient spaces	Un-owned spaces	Presence on, absence off, daylight off (only in a daylit space)	L0.3
Toilets and hygiene rooms; changing rooms; non-daylit circulation areas	Transient spaces	Un-owned spaces	Presence on, absence off	L0.4
Storage (excluding preparation); dark rooms; control rooms; sensory rooms; kiln rooms; kitchen preparation areas; other kitchen areas; plant area	Infrequently used areas or temporarily owned spaces	Un-owned or temporarily owned spaces	Manual on, manual off	L0.5

Halls and indoor PE spaces; dining and social areas; LRCs	Spaces where individuals do not expect to control the lighting	Managed spaces	Key switch staff control with override on; presence on, daylight dimming (only in a daylit space) and absence off	L0.6

Table 12 Lighting Control Categories

Note 1. Spaces for SEND pupils require particular care. 'Absence off' should not be used where there are non-ambulant pupils or where required in the SSB.

7.1.9 In store rooms that are occasionally visited, dark rooms, control rooms and sensory rooms for SEN pupils, automatic controls are not required (L0.5). If automatic controls are provided, ensure that:

a) automatic controls activate and deactivate the lighting system [Pr_70_70_47]

b) the lighting system includes motion sensors to switch lighting in response to space vacancy [Ss_70_80_33]

c) manual controls override the automatic controls for a period of 30 minutes. [Pr_70_70_47]

7.1.10 In managed spaces (L0.6) the lighting system shall be fully controllable by a member of staff, but controls shall not be accessible to students. Automatic controls shall deactivate, but not activate the lighting system. The lighting system shall include motion and constant illuminance sensors to switch and dim the lighting in response to space vacancy, daylight and initial over lighting (resulting from maintenance factors used in calculations). Manual controls shall override the automatic controls for a period of 40 minutes. Where exams take place, it should be possible to override the automatic control for a longer period. [Ss_70_80_33]

7.1.11 In Basic Teaching spaces, manual control shall override automatic control and facilitate group switching. [Ss_70_80_33]

7.1.12 Each luminaire row shall be independently controllable via manual inputs and the automatic system. A sensor device shall cover approximately 30m^2. A 55 m^2 or 62 m^2 classroom shall include at least 1 sensor device located within 3.9m from the main window

wall. Where a sensor controls multiple rows, dimming shall be algorithmic in order to factor the rows distances from the window. [Ss_70_80_33]

7.1.13 Luminaire switching shall be designed to prevent glare to any A/V installation. [Ss_70_80_33]

7.2. Reference Standards

7.2.1 Ensure that the design and installation of lighting controls takes account of the relevant parts of the following standards (or updated documents if relevant). Where criteria are conflicting, precedence shall be given to the most recent publication. [PM_10_20_90]

a) SSL/CIBSE - LG14 Controls for Electric Lighting. [FI_70_85]

b) IEC 62386 Pts 101-209 Digital Addressable Lighting Interface (DALI). [FI_70_85]

c) IEC 60929 Technical Annex E 0-10v. [FI_70_85]

d) CIBSE Commissioning Code L: Lighting. [FI_70_85]

8. Specific Requirements

8.1. Lighting of Special Schools and Designated Units

8.1.1 Ensure that the lighting design in Special Schools, Designated Units and Specially Resourced Provision meets the particular requirements of the School-specific Brief, which takes account of pupils' individual needs, such as:

a) pupils with a hearing impairment needing higher light levels/clear visibility for lip-reading and signing [PM_35_50_01]

b) pupils with a visual impairment needing higher light levels to facilitate wayfinding and minimise the risk of accidents [PM_35_50_01]

c) pupils being very sensitive to glare from direct or reflected sunlight [PM_35_50_01]

d) automatic sensors that switch off lighting when no movement is detected not being suitable for children with limited mobility. [PM_35_50_01]

8.1.2 Light fittings shall be low glare, avoiding any flicker and unwanted noise. [PM_35_50_01]

8.1.3 Light sources shall not give off any disabling glare over changing beds or therapy couches. [PM_35_50_01]

8.1.4 Ensure that the guidance on design of lighting for SEND in CIBSE LG05 Sections 3.8 and 5.17 is followed, and that advice from a lighting specialist is taken for spaces for pupils with hearing impairments, visual impairments and complex visual needs. In particular, modelling index and visual contract shall be increased to suit their needs. [PM_10_20_90]

8.1.5 The lighting strategy and luminaires chosen shall be agreed with the Employer. [PM_35_70_46]

8.2. Reference Standards

8.2.1 Ensure that the design and installation of electric lighting takes account of the relevant parts of the following standard CIBSE LG05 (or updated document if relevant). [PM_35_70_46]

8.2.2 Where criteria are conflicting, precedence shall be given to the most recent publication. [PM_35_70_46]

8.2.3 The Royal National Institute for the Blind (RNIB) or similar organisation can advise on specialist environments for children with visual or multiple impairments. [PM_10_20_82]

8.3. Specialist Lighting

8.3.1 Refer to the School-specific Brief in order to identify any additional lighting requirements. [PM_10_20_90]

8.3.2 Where the Contractor employs a specialist to provide elements of the lighting (such as theatre lights), the Contractor shall:

a) provide infrastructure as required by the specialist [PM_10_20_82]

b) provide general lighting to the entire space in accordance with the Technical Annex 2E [PM_10_20_90]

c) ensure the Contractors' design is fully co-ordinated with specialist lighting equipment. [PM_10_20_82]

8.3.3 Provide a stage lighting system in any assembly hall or drama studio. [Ss_70_80_33_88]

8.3.4 Unless otherwise stated in the SSB, these stage lighting systems shall use Digital Multiplex (DMX 512 Standard) controlled LED lights appropriate for the purpose. [Ss_70_80_33_88]

8.3.5 Where LED stage lighting is provided in school halls and drama studios, it shall provide not less than the following. [Ss_70_80_33_88]

a) For a Primary School assembly hall:

i) One internally wired lighting bar with power and control outlets to support at least 6 DMX controlled LED lights. [Ss_70_80_33_88]

ii) Four DMX controlled LED lights. [Ss_70_80_33_88]

b) For a Secondary School assembly hall:

i) Three internally wired lighting bars with power and control outlets to support at least 18 DMX controlled LED lights. [Ss_70_80_33_88]

ii) Twelve DMX controlled LED lights. [Ss_70_80_33_88]

c) For a drama studio:

i) Two internally wired lighting bars with power and control outlets to support at least 3 DMX controlled LED lights on each. Bars shall be capable of being positioned in a T, + or X shape. [Ss_70_80_33_88]

ii) Six DMX controlled LED lights. [Ss_70_80_33_88]

8.3.6 All stage lighting systems shall be capable of being connected to a mobile lighting control system that can be used by students and teachers for educational purposes. [PM_10_20_82]

8.3.7 The position of the lighting bars and the selection of the lights should be carried out in such a way as to provide the School with the ability to cast light from a range of physical positions, change colours without need for working at height and use differing types of light fittings for creative effect, for example wash lights, profile lights and special effect lights. [PM_10_20_82]

8.3.8 The lighting and audio control room shall have a control to enable the house lights to be dimmed or turned on/off at the start and end of a performance. [PM_10_20_82]

9. Demonstrating Compliance

9.1. Overview

9.1.1 The Contractor shall demonstrate compliance with the Employer's Requirements by use of protocols detailed in the Contractor's Quality Assurance procedures capturing evidence of both coordinated design and its implementation into the construction of the School Building(s) with photographic evidence and/or third-party accreditation. [PM_70_15]

9.2. Calculation Specifications

9.2.1 Daylighting calculations shall be in accordance with Tables 13 to 17. [PM_40_30_20]

9.2.2 Minimum surface reflectances are provided in Technical Annex 2D. [PM_10_20_90]

Criteria	Description	Notes
Calculation Method	Radiosity, raytracing	(1), (2)
Daylight Analysis Method	Climate based daylight modelling	(2)
Weather file	EPW climate-based file, nearest to School Site	(2), (3)
Occupied hours	Typically, 08.30 16.00	(2)
Maximum Time Increments	<1 hour	(2)

Table 13 Calculation Specifications

[1] Raytraced calculations require at least 5 light bounces.
[2] Applicable to daylighting calculations only.
[3] There are five EPW weather files for England. These are Gatwick (south), Birmingham (westmid), Hembsy (east coast Norfolk), Finningley (Yorkshire) and Aughton (north west coast Lancashire).

Criteria	Description	Notes
Model geometry detail	Main structural elements, window fenestration and external obstructions shall be included in the calculations	(1)
Wall reflectance	Wall reflectance to be area-weighted, to allow for the fact that 20% of the surface shall be covered with items at 0.2 reflectance	(2), (3)

Table 14 Model Geometry and Surface Specifications

[1] Examples include pillars, beams, window reveals, window frames, overhangs etc.
[2] For example, if a paint finish is 0.7 reflective, factoring 20% of this area is covered with items 0.2 reflective results in a weighted average of 0.6 reflectance (0.7 x 0.8 + 0.2 x 0.2 = 0.6).
[3] 20% of the area at 0.2 reflectance allows for the impact of posters, student work etc., on the walls.

Criteria	Value	Notes
Maximum point offset from wall	500 mm	(1)
Distance between calculation points	250 to 500 mm	N/A
Height of working plane above finished floor level	All spaces - according to Table 2.	N/A

Table 15 Calculation Grid Specifications

[1] The offset can include large, fixed pieces of furniture such as cupboards.

Criteria	Description	Notes
Lamp Lumen Maintenance Factor (LLMF)	Calculations shall include a reduction factor to allow for a reduced light output resulting from lamp depreciation and failure rates	(1)
Luminaire Maintenance Factor (LMF)	Calculations shall include a reduction factor to allow for a reduced light output resulting from dirt build-up on luminaires	N/A
Room Surface Maintenance Factor (RSMF)	Manufacturers' surface reflectivity specifications shall be reduced by 10% in order to factor impact of dirt build up.	(2), (3)
Glazing Maintenance Factor	Calculations shall allow a 5% reduction to manufacturers' surface transmissivity specifications to factor impact of dirt build up.	(4)

Table 16 Maintenance Factors

[1] LLMF: Use manufacturers' depreciation figures at 30,000 hours for proposed LED equipment.
[2] Applicable to daylight calculations only.
[3] For example: 0.8 reflectance with a 10% maintenance factor is 0.72 reflectance (0.8 x 0.9 = 0.72)
[4] For example: 0.7 transmittance with a 5% maintenance factor is 0.67 transmittance (0.7 x 0.95 = 0.67)

9.3. Calculation Reports

9.3.1 As detailed in the DfE's EIR, an electric lighting and daylighting calculation report/drawing shall be provided in order to demonstrate compliance with the performance criteria for all spaces. [PM_10_20_28]

9.3.2 A single calculation can be used to validate multiple spaces where the results can be meaningfully extrapolated. [PM_40_30_20]

9.3.3 Calculation reports shall include the data as listed in Table 17. [PM_40_30_20]

Criteria	Notes
Software and calculation method used (raytracing or radiosity)	N/A
Data sheets for luminaires included in calculation. To show product reference, luminaire lumen output, polar curve and luminaire wattage	(1)
Room name (as shown in the project drawings) that the calculation is simulating and additional rooms the calculation is validating	N/A
Dimensioned luminaire layout in space	N/A
Type and location of weather file used	(2)
Results for horizontal, vertical and cylindrical illuminance and for glare calculations	(1)
Space geometry and surface properties	N/A
Calculation summary figures including the calculation grid average,	(1)

minimum, maximum task illuminance and task uniformity	
Iso-contour or pseudo-colour diagram of the results	N/A
Maintenance factors applied to calculation	(3)
Specification of the calculation grid	N/A

Table 17 Required Data in Calculation Reports

[1] Electrical lighting calculations only.
[2] Daylight calculations only.
[3] In accordance with Table 16.

9.4. Equipment Submittals

9.4.1 As detailed in the DfE's EIR, a datasheet or schedule shall be submitted in order to demonstrate compliance with the performance criteria for all proposed lighting equipment. [PM_10_20_28]

9.4.2 The datasheet/schedule shall clearly show the information in Table 18. [PM_10_20_82]

Criteria	Data	Notes
Luminaire	Reference as shown on drawings	N/A
Luminaire	Manufacturer and model	N/A
Luminaire	Image of product	N/A
Luminaire	Dimension of product	N/A
Luminaire	Mounting type (surface/recessed/suspended)	N/A

Luminaire	Material and finish (including colour)	N/A
Luminaire	Optics (louvre, lens, diffuser)	N/A
Luminaire	IP/IK (where appropriate)	N/A
Luminaire	Median rated useful life	N/A
Luminaire	Warranty	(1)
Light Source	Correlated Colour Temperature	N/A
Light Source	Colour Rendering Index	N/A
Light Source	Macadam Ellipse	N/A
Light Source	Luminaire Lumens/Circuit Watt	N/A
Light Source	L, B values	(2)
Light Source	Lamp depreciation and failure percentage at lamp design life	N/A
Driver / Ballast	Power Factor	N/A
Driver / Ballast	Frequency	N/A
Driver / Ballast	Driver DC Ripple Current	N/A
Driver / Ballast	Dimming range	N/A

Table 18 Required Data in Luminaire Submittals

[1] For luminaires using LED sources the warranty to include all LEDs, componentry and luminaire.
[2] Applicable to LEDs only.

Department for Education

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Department for Education

School Output Specification

Technical Annex 2J: Sustainability

November 2022

Document Control

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Summary

Technical Annex 2J provides the minimum requirements for sustainability. It responds to the demands of Climate Change and aims to mitigate the effects and recognise adaptations required in educational establishments for a changing environment. This document focuses on the path to reduce carbon emissions within the DfE estate to zero. It is to be read in conjunction with the Generic Design Brief (GDB) and the School Specific Brief (SSB).

Review Date

Review dates for this document shall be at 6-month intervals.

Who is this publication for?

This document is for technical professionals involved in the design and construction of school premises, as part of the Employer's Requirements of the DfE Construction Frameworks (the DfE Construction Framework 2021 and the Offsite Schools Framework (incorporating Modular and MMC delivery) (MMC)). It may also be used as the basis of similar documentation for other procurement routes using the Output Specification.

Uniclass Codes

This document captures Uniclass codes for the management of exchange of information. To access all codes and associated titles reference should be made to Uniclass 2015 | NBS (thenbs.com).

1. Introduction

1.1 Overview

1.1.1 This document is one of the Technical Annexes that forms part of the Generic Design Brief (GDB). [PM_10_20]

1.1.2 The definitions listed in GDB shall apply to this Technical Annex and all other parts of the Output Specification. [PM_10_20]

1.1.3 This document shall be read in conjunction with the GDB and all other Technical Annexes as well as the School-specific Brief (SSB), including the School-specific Annexes. [PM_10_20]

1.1.4 This document sets out the required technical standards and performance criteria for sustainability. [PM_10_20]

1.1.5 The information exchange required at each stage of the design, build and completion process is detailed in the DfE's Exchange Information Requirements (EIR). [PM_10_20_28]

1.1.6 The requirements in this Technical Annex shall apply to all parts of the works; New or Refurbished. [PM_10_20]

2. General Requirements

2.1.1 In line with the government legislation, the DfE is committed to:

a) responding to Climate Change through mitigation and adaptation [PM_40_20_85]

b) reducing carbon emissions to zero across our estate by 2050. [PM_40_20_85]

2.1.2 This document sets a sustainable approach to the design, construction, production and operation of school buildings and grounds which:

a) put the **long-term needs of the school users** (all pupils and staff) at the centre of all decisions [PM_10_20_82]

b) are **future proofed against the risks of climate change** as defined by UK adaptation policy i.e., higher temperatures and prolonged rainfall [PM_35_40_84]

c) create a **healthy and productive whole school setting**, in response to UK's 25-year Environment Plan including biodiversity net-gain [PM_35_40_84]

d) prioritise the application of **low energy, fossil fuel free buildings** which respond to climate resilience and achieve net zero carbon in operation at handover [PM_35_40_84]

e) calculate and report on **Embodied Carbon in Construction**, at key stages as defined by the standards within the Net Zero Carbon Buildings: A Framework Definition, UK Green Building Council (UK GBC), using EN15978. [PM_35_40_84]

2.1.3 In respect of Refurbished Works, the required level of compliance with this Technical Annex is set out in the Refurbishment Scope of Works (RSoW). [PM_10_20]

2.1.4 Design development shall clearly evidence the analysis of differing site contexts, future weather patterns across the differing climate scenarios and be tested with consideration of the whole life impact. An options appraisal shall be undertaken using best practice industry standard metrics. [PM_10_20_82]

2.1.5 The benefits and impact of the options are to be transparently reported to enable the Employer to make informed decisions. [PM_10_20_82]

3. Sustainability measures

3.1 User-centred school design

3.1.1 The School buildings and grounds shall:

a) be arranged on the Site prioritising functions for pupils use across the School day [PM_40_20_85]

b) adopt appropriate adjacencies for ease of movement and efficient operation of the School [PM_40_20_85]

c) prioritise the pupils' needs and educational requirements and in addition respond to the needs of other school users [PM_40_20_85]

d) be adaptable to changes in purpose and function to support the educational organisation to develop over the whole life of the Building and its grounds. [PM_40_20_85]

3.1.2 Pupils shall have free-flow movement to ease wayfinding around the Site. Consideration shall be given to:

a) arrival and departure sequences to support active travel with generous thresholds at the site boundary [PM_40_20_85]

b) the approach towards and around the buildings and the Secure Line [PM_40_20_85]

c) movement in and out of the Building(s). [PM_40_20_85]

3.1.3 The benefits for all school users, of current and future generations, is an integral part of the development of the Project and captured within the School-specific Brief (SSB), with particular reference to the Sustainable Estate Strategy. [PM_40_20_85]

3.1.4 The Contractor shall ensure that the School's operational costs (energy and maintenance costs) are not adversely affected by the selection of low carbon plant and equipment. [PM_10_20_82]

3.2 A healthy and productive site

3.2.1 Site specific constraints and opportunities may drive alternative solutions. These shall be transparently presented to and agreed with the Employer. Approved alternative solutions should be captured in the School-specific Brief (SSB). [PM_40_20_85]

3.2.2 Site Layout

3.2.2.1 The School buildings and grounds shall:

a) create a healthy and productive place, where the health of the pupils and measures for childhood development are prioritised, within a context of planetary health [PM_35_05_79]

b) be designed for current and future generations, including adaptation measures in response to the impacts of climate change [PM_35_05_79]

c) be considered holistically, to create a quality sense of place, with the priority of uses for the pupils [PM_35_05_79]

d) be welcoming, with age and needs-appropriate places for the pupils. [PM_35_05_79]

3.2.2.2 The Site shall be developed to prioritise the quality of outdoor space for educational use. Refer to Technical Annex 2B for further detail. [PM_10_20_90]

3.2.2.3 Arrival and departure sequences shall be considered in the following context.

a) Priority given to healthy and active travel including walking and cycling. [PM_35_05_79]

b) Desire lines for pedestrian movement shall inform layout. [PM_35_05_79]

c) Location of cycle shelter to be passively supervised. [PM_35_05_79]

d) Where vehicle parking is required, it shall not dominate the arrival and entrance sequence to the school. [PM_10_80_80]

e) If drop-off is required it shall be appropriately placed. [PM_35_05_79]

f) Disabled parking shall be located to comply with AD M. [PM_35_05_79]

g) Third party access for deliveries and maintenance shall be discreet. [PM_35_05_79]

3.2.3 Flood Risk

3.2.3.1 The risk of flooding to the Building and grounds shall be assessed, options analysed and mitigation measures considered to inform the final solutions. [PM_30_30_29]

3.2.3.2 Flooding in the following context shall be considered:

a) Sea and river flooding (fluvial flood) due to rising water levels. [PM_30_30_29]

b) Surface water on-off flooding (pluvial flood). Intensity of falling rain and inability for hard surfaces i.e., roofs, ground etc. to slow the flow of falling water from entering the drainage system causing surface water flooding. [PM_30_30_29]

3.2.3.3 To inform the scale of capital investment appropriate for the Site, the Contractor shall:

a) identify the flood risk assessment profile for the Site [PM_30_30_29]

b) act based on the flood risk assessment profile:

i) No Risk: No further action. [PM_30_30_29]
ii) Any Risk: Carry out full flood risk assessment. [PM_30_30_29]

3.2.3.4 Appropriate solutions shall be developed relative to the outcome of the flood risk assessment. [PM_30_30_29]

3.2.4 Sustainable Drainage Strategy

3.2.4.1 A whole site Sustainable Urban Drainage Strategy (SuDS), in accordance with CIRIA C753, The SuDs Manual and CIBSE Guide L: Sustainability, shall be developed including measures to slow down water run-off and to create and sustain better places for people and nature,by implementing site specific solutions including:

a) ground level vegetation e.g. rain gardens and swales [En_32_35_80]

b) reduction in hard non-permeable surfaces including paths, vehicles, sports, play surfaces [Ss_50_70_85]

c) green roof systems as detailed in Technical Annex 2C [Ss_45_40_47_28]

d) management of surface water run-off close to source through nature-based SuDs e.g. vegetated swales, rain gardens, filter strips and drains to mimic natural drainage [Ss_50_70_85_85]

e) outcomes which provide multi-functional benefits, that include educational learning. [En_32_35_80]

3.2.4.2 Nature-based sustainable urban drainage features shall take precedence over the implementation of below ground attenuation tanks and/or fenced ponds. [PM_10_20_82]

3.2.5 Green Infrastructure

3.2.5.1 Green infrastructure is defined as a network of multi-functional green and blue spaces. Green infrastructure shall be integral to the master planning of the Site, working together with the placing of New Building(s) and external space requirements. [PM_35_05_79]

3.2.5.2 Sites shall demonstrate an increase in the level of greening across the Site to achieve a biodiversity net gain.

a) The Urban Greening Factor (UGF) has been developed as an iterative tool to improve the provision of green infrastructure across a site. The UGF will be used to establish a baseline for the existing Site and to demonstrate the UGF score for the proposed design. [PM_40_30_20]

b) Every site shall achieve a minimum Urban Greening Factor of 0.35 and demonstrate a net gain and an increase in greening [PM_40_30_20]

c) When UGF is to be applied to a scheme that has an existing UGF score higher than 0.35, the Preliminary Ecological Appraisal (PEA) will assist in setting a target UGF score that incorporates a net gain and increase in greening for the Site. [PM_30_30_25]

3.2.5.3 Across all sites, free cooling benefits shall be recognised through use of vegetation to protect comfort levels inside the Building, particularly on the top floor including:

a) microclimate created by shading of trees [Pr_45_30_90]

b) planted structures [PM_10_20_82]

c) green roofs [Ss_45_40_47_28]

3.2.5.4 Trees shall be an integral part in the planning and layout of new building(s) and grounds and shall:

a) be planted in accordance with the recommendations of BS5837:2012, or equivalent [Pr_45_30_90]

b) be planted as part of the character of place, as defined by the Guidance Notes for Design Code and be in scale with the adjacent buildings [Pr_45_30_90]

c) be placed in relationship to the Building and enhance the connectivity to nature from within the Building[Pr_45_30_90]

d) be viewed from communal space, such as from a window in circulation or stair landings, or from a place of assembly or route out, placed to the side of desire lines [Pr_45_30_90]

e) provide localised shading and reduce ambient air temperature within well used areas of the External Landscape [Pr_45_30_90]

f) be placed to provide free cooling, to benefit the users in the Building [Pr_45_30_90]

g) where existing, be protected from loss or deterioration or excessive pruning in accordance with the recommendations of BS5837:2012, or equivalent. [Pr_45_30_90]

3.3 Resilient School Buildings

3.3.1 Context

3.3.1.1 The Intergovernmental Panel on Climate Change (IPCC) has recommended urgent action to limit global warming to below 2°C above pre-industrial levels to mitigate the worst potential impacts of climate change. [PM_35_05]

a) International commitments to pursue efforts to limit warming to 1.5°C were secured by the Paris Agreement in 2016. However, as noted in the UK Climate Change Risk Assessment (CCRA) 2017, this shall require more significant progress to be made. [PM_35_05]

b) The CCRA therefore assessed impacts for a 2°C and 4°C rise in global mean surface temperatures (GMST) above pre-industrial levels. The findings of the CCRA inform policy for climate change adaptation in the UK under the National Adaptation Programme (NAP). [PM_35_05]

3.3.2 New Buildings

3.3.2.1 New Buildings shall be future proofed to avoid the risk of overheating by testing the Building design in accordance with the performance standard defined within Technical Annex 2F.

a) Designs shall demonstrate compliance with a 2°C global warming scenario weather file, represented by CIBSE DSY1 50th Percentile Low emission 2080. The most appropriate location of the School Building shall be used for the summertime thermal comfort assessment. This does not necessarily mean the

nearest location and the file should reflect the most comparable climatic characteristics. [PM_35_10_60]

b) Designs shall demonstrate that they are able to adapt to overcome overheating when assessed against a 4°C global warming scenario weather file, represented by CIBSE DSY1 50th Percentile High emission 2080, without needing changes to the super structure and in line with the cooling hierarchy in Section 8.1 of Technical Annex 2F. [PM_35_10_60]

3.3.3 Existing Buildings

3.3.3.1 Intervention in an Existing Building should be relative to the extent of works described within the Project Brief. [PM_10_20_82]

3.3.3.2 All Existing Buildings on site shall also be future proofed to avoid the risk of overheating by testing the building design with the Overheating Risk Assessment Criteria and weather patterns, as defined within Building Bulletin 101 2018.

a) Existing Buildings shall demonstrate compliance with the current Overheating Risk Assessment (ORA) as established in BB101, using a 2020 DSY weather file most appropriate for that location. [PM_35_10_60]

b) Designs shall demonstrate that they are able to adapt to overcome overheating when assessed against a 2°C global warming scenario weather file, represented by CIBSE DSY1 50th Percentile Low emission 2080. [PM_35_10_60]

3.3.3.3 Proposed adaptation measures shall form part of the response to SS6: School-specific Sustainable Estate Strategy and shall be assessed in conjunction with the Project Brief. Adaptation measures should not involve significant changes to the structural configuration of the Building and shall follow the energy hierarchy in the GDB and cooling hierarchy in Section 8.1 of Technical Annex 2F. [PM_10_20_90]

3.3.4 Passive Design Strategy

3.3.4.1 The design shall test and demonstrate passive design measures, which are the least complex and most cost-effective whole-life measures as part of the climate resilient and net zero strategy. These measures are set out within Technical Annex 2H. [PM_40_20_85]

3.3.5 Future proofing

3.3.5.1 Matters associated with future proofing form part of the Strategic Brief and shall be clearly reported within the resultant SS6: School-specific Sustainable Estate Strategy. [PM_10_20_90]

3.4 Materials and Construction

3.4.1 The approach to materials and construction requires long-term whole-life cycle assessment to achieve performance. Current DfE standards are defined within:

a) Technical Annex 2B: External Spaces and Grounds. [PM_10_20_90]

b) Technical Annex 2C: External Fabric. [PM_10_20_90]

c) Technical Annex 2D: Internal Elements and Finishes. [PM_10_20_90]

3.5 Energy and Net Zero Carbon

3.5.1 General Requirements

3.5.1.1 New Buildings shall reduce their impact as part of built environment measures to limit warming to 1.5°C as secured by the Paris Agreement 2016. [PM_40_20_85]

3.5.2 New Buildings

3.5.2.1 New Buildings shall be designed to the Fabric First principle. [PM_40_20]

3.5.2.2 The requirements associated with External Fabric are defined within Technical Annex 2C. [PM_10_20_90]

3.5.2.3 The Contractor shall design and construct the new facilities to meet the Energy Use Intensity (EUI) Targets defined in Technical Annex 2H, based on CIBSE TM54 assessment. [PM_10_20_90]

3.5.2.4 The Energy Use Intensity (EUI) values shall be achieved before the application of renewable technology. [PM_35_70]

3.5.2.5 The Contractor shall provide roof coverage of Photovoltaic (PV) panels. The standards for PV installations are defined within Technical Annex 2G. [PM_10_20_90]

3.6 Carbon Targets & Reporting

3.6.1 Operational Carbon

3.6.1.1 All New Buildings shall achieve Net Zero Carbon in Operation, as defined by the standards within the Net Zero Carbon Buildings: A Framework Definition, UK Green Building Council (UK GBC), using EN15978. Recognising a development of targets over a timeline.

a) Net Zero Carbon - Operational (now) [PM_40_20]
The design of New Buildings shall be net zero carbon for operational energy B6 (1.2) achieved annually, in-use.

b) Design to be developed to cover stages B1 - B7. [PM_40_20]

3.6.1.2 Net Zero Carbon in Operation shall be calculated to achieve net zero carbon in operation at handover and to include regulated and unregulated energy use, following the CIBSE TM54 methodology. [PM_30_30_10]

3.6.1.3 Off-site off setting is not permitted. [PM_10_20_82]

3.6.1.4 Where a school site meets all of the requirements of the Output Specification, but site-specific items or project constraints mean that it is not possible to achieve Net Zero Carbon in Operation using on-site renewables, a clear roadmap towards 2050 should be provided to the Responsible Body as part of the Strategic Brief output in Annex SS6. [PM_10_20_90]

3.6.1.5 Zero Carbon in operation reporting shall be part of the development of the Project at each stage of the RIBA Plan of Works 2020, for the whole life of the Project. [PM_10_20_82]

3.6.2 Embodied Carbon

3.6.2.1 For New Buildings the Contractor shall report on Embodied Carbon in Construction using EN15978. [PM_10_20_90]

3.6.2.2 The design shall be tested to cover stages A1 to A5 as defined by the standards within the Net Zero Carbon Buildings: A Framework Definition, UK Green Building Council (UK GBC). [PM_10_20_90]

3.6.2.3 There is no requirement for projects to achieve a set standard for Embodied carbon, but Embodied carbon reporting forms part of the DfE's EIR and is required at RIBA Stages 4 and 6. [PM_10_20_28]

3.6.3 Existing Buildings

3.6.3.1 The Energy Benchmarks are critical for Existing Buildings, and the first step to zero carbon for Existing Buildings shall be a reduction in energy demand. [PM_40_30_27]

3.6.3.2 To enable a clear and informed Project, a detailed survey across the entire site shall be undertaken as part of the Works, which includes energy consumption. [PM_30]

3.6.3.3 The energy reduction targets for existing accommodation are defined within Technical Annex 2H shall be achieved as a minimum for all Existing Buildings which form part of the Works. [PM_10_20_90]

3.6.3.4 Where the appropriate level of intervention is taking place, Existing Buildings shall strive to achieve Net Zero Carbon in Operation, using EN15978.

a) Net Zero Carbon – Operational (by 2050).
The design of Existing Buildings shall be net zero carbon for operational energy B6 (1.2) achieved annually, by 2050 as defined by the standards within the Net Zero Carbon Buildings: A Framework Definition, UK Green Building Council (UK GBC). [PM_10_20_90]

b) Design to be developed to cover stages B1 – B7. [PM_10_20_90]

3.6.3.5 Net Zero Carbon in Operation shall be calculated to include regulated and unregulated energy use, following the CIBSE TM54 methodology, projected against 2050 BEIS figures for grid decarbonisation. [PM_30_30_10]

3.6.3.6 Off-site off setting is not permitted. [PM_10_20_82]

3.6.3.7 Where it is not possible or cost effective to achieve Net Zero Carbon in Operation using on-site renewables, a clear roadmap towards 2050 should be provided to the School as part of the response to Annex SS6. [PM_10_20_90]

3.7 Operational Energy and Equipment

3.7.1 Operational Energy for ICT and FFE

3.7.1.1 The Contractor shall meet the Energy Use Intensity (EUI) Target for all New Buildings. [PM_10_20_82]

3.7.1.2 The use of Legacy equipment shall not negatively impact the TM54 assessment. [PM_10_20_82]

3.7.1.3 On the basis that Legacy equipment shall be replaced over the life cycle of the Building, all Legacy; servers, ICT equipment (e.g., user devices, printers, AV etc), active infrastructure (e.g., switches and wireless access points) and FFE (Group 1, 2 and 3) for all school buildings shall adopt the new build small power benchmarks as defined in Technical Annex 2H. [PM_10_20_90]

3.8 In Use Monitoring

3.8.1 The Employer requirements for In Use Monitoring are defined within Technical Annexes 2F, 2H, 2I and 2K. [PM_10_20_90]

4. Demonstrating Compliance

4.1 Overview

4.1.1 The Contractor shall demonstrate compliance with the Employer's Requirements by use of protocols detailed in the Contractor's Quality Assurance procedures capturing evidence of both coordinated design and its implementation into the construction of the School Building(s) with photographic evidence and/or third-party accreditation. [PM_70_15]

5. Reference Standards

5.1 General Requirements

5.1.1 The following reference standards have been provided to support the development and integration of the new requirements. [PM_10_20_90]

a) CIBSE TM61: Operational Performance of buildings (2020). [FI_70_85]

b) CIBSE TM63: Operational performance: Building performance modelling and calibration for evaluation of energy in use. [FI_70_85]

c) CIBSE TM65: Embodied Carbon in Building Services (2021). [FI_70_85]

d) CIBSE TM54: Evaluating the operational performance of buildings at design stage (2013). [FI_70_85]

e) CIBSE TM40 Health and Wellbeing in Building Services. [FI_70_85]

f) CIBSE TM39 Building Energy Metering (2009). [FI_70_85]

g) CIBSE TM22: Energy Assessment and Reporting methodology (2006). [FI_70_85]

h) CIBSE Guide L: Sustainability (2020). [FI_70]

i) Designing Zero Carbon Buildings using Dynamic Simulation Modelling (L. Jankovic) 2017. [FI_70]

j) Net Zero Carbon: A Framework Definition (UKGBC). [FI_70]

k) LETI Climate Emergency Design Guide. [FI_70]

l) Net Zero Energy Buildings (NZEB) Concepts Frameworks and a Roadmap for Project Analysis and Implementation (2018) S. Attia. [FI_70]

m) UKGBC: Unlocking the delivery of net zero carbon buildings (2020). [FI_70]

n) CIBSE TM64: Operational performance: Indoor air Quality - emissions sources and mitigation measures. [FI_70_85]

o) CIBSE AM11: Building Performance Modelling (2015). [FI_70_85]

p) Achieving Nearly Zero Energy buildings in a changing climate (2017 – R. Salem). [FI_70]

q) Trees in Hard Landscape: A Guide for Delivery: TDAG. [FI_70]

Department for Education

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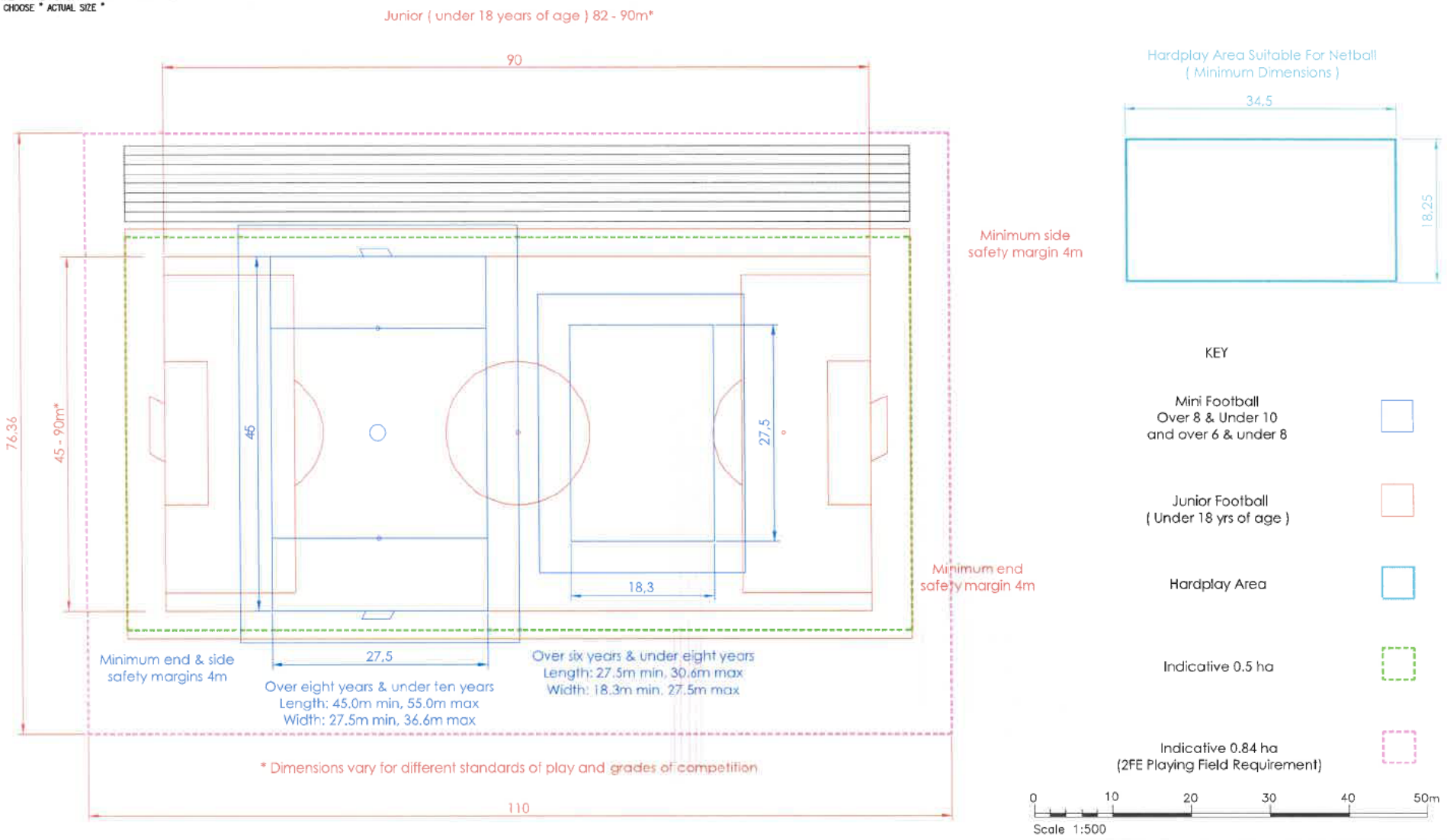

NOTE:
THE BEST COMMON ORIENTATION FOR PITCHES IS NNW – SSE GOAL TO GOAL

Rev	Date	Amendments	By	Chk
D	28.03.18	Drawing Sheet amended Scale bar added	JA	JF
C	10.06.15	Minimum Netball Pitch size amended	JA	JF
B	26.02.15	Over 6/Under 8 pitch & sprint track added + additional notes	JA	JF
A	25.02.15	Internal dims & text removed 2FE Playing Field Requirement added.	JA	JF

Project Title:
Primary School PE Area

Drawing Title:
Typical Pitch Layouts

Project No:	Drawing No:	Rev:
CS/000000	AS998	D

Date: 11.11.2014 | Scale: 1:500 @ A3

By JMA | Checked: JEA | Approved: JS

Terrier No: ----

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SCHEDULE 9

ACCESS TO THE PLAYING FIELD SITE

1. **DEFINITIONS**

1.1 In this Schedule 9 the following additional definitions shall apply (AND for the avoidance of doubt any defined term which does not appear below shall be given the meaning allocated to it in the main body of this Deed):-

"Access Rights"	means the rights of access and to pass and repass without obstruction over and along the land on which the Footpath (Owner element) will be situated by School Users such rights to be granted in perpetuity for the benefit of the freehold land with title number ON249260 owned by the County Council which is the site of the William Fletcher Primary School subject to the termination of those rights in the event that the Playing Field Site has not been used as a playing field by William Fletcher Primary School on or before the date which is five years after the date of the transfer or if the Playing Field Site or if a primary school ceases to operate on the existing site (as at the date of this Deed) of William Fletcher Primary School (including because of the permanent closure of William Fletcher Primary School for education)
"CPO"	means a compulsory purchase order made by the County Council for the acquisition of rights to pass and repass over the Sanctuary Land to and from William Fletcher Primary School and the Playing Field Site in the location or substantially the same location to that shown on the Proposed Land for Access Route Plan
"Footpath"	means unless otherwise agreed in writing between the Owner and the County Council a footpath in the same or a substantially similar location to that shown on the Footpath Plan from point A via points B and C to point D being, unless otherwise agreed in writing, a minimum of three metres wide on the Footpath (Owner element) and, unless otherwise agreed in writing, a minimum of two metres wide on the Footpath (OCC element) to the south side of William Fletcher Primary School site providing access to the Playing Field Site
"Footpath (OCC element")	means the part of the Footpath shown on the Footpath Plan between point C and point D
"Footpath (Owner element")	means the part of the Footpath shown on the Footpath Plan between points A to B and points B to C
"Footpath Notice"	means a written notice served on the Owner by the County Council requiring the Owner to comply with its obligations under paragraph 4.1 of this Schedule 9
"Footpath Plan"	means the drawing no. DE234_605 annexed to this Deed at Appendix 9A showing the Footpath
"Footpath Planning Application"	means a planning application prepared by the Owner and submitted jointly by the Owner and the County Council for the provision of the part of the Footpath located between points B to D
"Footpath Planning Permission"	means a planning permission granted pursuant to the Footpath Planning Application

"Formal Authority (CPO")	means the relevant approval or authority by the County Council to make the CPO in accordance with the corporate governance arrangements of the County Council pursuant to paragraph 3.2.1 of this Schedule 9
"Formal Authority (Footpath")	means the relevant approval or authority by the County Council to submit the Footpath Planning Application (if planning permission for the Footpath is required between point B and point D) and to deliver the Footpath (OCC element) including pursuant to a Footpath Planning Permission (if granted) in accordance with the corporate governance arrangements of the County Council
"Formal Authority (Confirmation")	means the relevant approval or authority by the County council to submit the CPO for confirmation by the confirming authority in accordance with the corporate governance arrangements of the County Council pursuant to paragraph 3.2.2 of this Schedule 9
"Notice Period"	means a period of up to 3 years unless otherwise agreed in writing between the Owner and the County Council following the conclusion of the Challenge Period relating to the Appeal Decision granting Planning Permission
"Proposed Land for Access Route Plan"	means drawing reference DE234_606 showing the area of land within the Sanctuary Land over which the CPO would be made appended to this Deed at Appendix 9B
"Sanctuary Land"	means the land proposed to form the access route forming part of the land under title number ON277269 owned by Sanctuary Housing Association, shown on the Proposed Land for Access Route Plan
"School Users"	means staff, pupils, parents, guardians and visitors associated with William Fletcher Primary School and all those authorised or permitted by William Fletcher Primary School in connection with the use of the existing school premises

2. The Owner and the County Council acknowledge and agree that the covenants given in this Schedule 9 are contractual covenants and not planning obligations made under section 106 of the Act.

3. **ACCESS OVER SANCTUARY LAND**

3.1 The Owner covenants with the County Council:-

3.1.1 To pay the reasonable costs incurred by the County Council in making the CPO and in submitting the CPO to the confirming authority for confirmation including administrative and legal costs and costs incurred in negotiating and agreeing with any objectors to the CPO and landowners and paying any compensation PROVIDED THAT:-

(a) such costs shall be payable in the following tranches:-

(i) the first such tranche being in the sum of fifteen thousand pounds (£15,000) and payable on the expiry of the Challenge Period following the grant of Planning Permission;

(ii) the second such tranche being in the sum of fifteen thousand pounds (£15,000) and payable within six months of the payment of the first tranche; and

(iii) the third such tranche being in the sum of forty five thousand pounds (£45,000) payable within ten working days of the Formal Approval (Confirmation); and

(iv) in the event that compensation is agreed to be paid to an objector and/or landowner the sum payable in compensation (if the sum to be paid in compensation exceeds the balance of the sums available to the County Council after administrative and legal fees) on conclusion of the agreement for the compensation;

(b) and PROVIDED THAT

(i) such costs shall be limited to a cap of seventy-five thousand pounds (£75,000)

(ii) the County Council shall return the balance of any sums paid to the County Council by the Owner pursuant to paragraph 3.1.1 of this Schedule 9 that have not been used by the County Council (evidence to be provided based on receipts related to the costs set out in paragraph 3.1.1 of this Schedule 9) within 20 Working Days of the acquisition of the rights over the Sanctuary Land

(iii) if the costs of the County Council (including administrative, legal and compensation costs) exceed the sum of seventy five thousand pounds (£75,000) before the CPO has been confirmed the County Council shall submit to the Owner for its written approval a request for payment of further reasonable and properly incurred costs which shall be determined by the Owner based upon evidence (including valuation evidence in relation to compensation) and related invoices provided to the Owner by the County Council

(iv) if the Owner approves in writing the additional costs requested by the County Council pursuant to paragraph (iii) above then it shall pay those additional costs to the County Council within 30 Working Days

(v) if the Owner confirms in writing that the additional costs requested by the County Council pursuant to paragraph (iii) above is not approved then the County Council shall be released from its obligations in paragraph 3.2 of this Schedule 9

3.2 The County Council covenants with the Owner:-

3.2.1 subject to Formal Authority (CPO) to use reasonable endeavours to make the CPO within six months of the conclusion of the Challenge Period following the grant of Planning Permission

3.2.2 subject to Formal Authority (Confirmation) to submit the CPO to the Secretary of State for confirmation;

3.2.3 to respond to written requests by the Owner (which shall be made no more frequently than monthly unless otherwise agreed between the Owner and the County Council) for information on progress with the making of the CPO and the submission of the CPO to the Secretary of State for confirmation and such information to include copies of all relevant correspondence meeting minutes etc. relating to the CPO provided that this shall exclude documents subject to legal professional privilege; and

4. **FALLBACK ACCESS ROUTE**

4.1 Where:-

4.1.1 notwithstanding the County Council having complied with paragraph 3.2.1 of this Schedule 9 Formal Approval (CPO) and/or Formal Approval (Confirmation) has not been given; or

4.1.2 having been made, the CPO is refused (not confirmed) by the Secretary of State (as confirming authority); or

4.1.3 the County Council is released from its obligations further to paragraph 3.1.1(b)(v)

and provided that the County Council has received Formal Authority (Footpath), the County Council may issue the Footpath Notice to the Owner within the Notice Period SAVE THAT where the Owner and the County Council agree that confirmation of the CPO is likely and/or imminent but has not yet occurred, an extension to the Notice Period may be agreed between the Owner and the County Council in writing.

4.2 Where the County Council has issued the Footpath Notice in accordance with paragraph 4.1 of this Schedule 9, the Owner covenants with the County Council:-

4.2.1 to pay the reasonable costs of the County Council of:-

(a) preparing and submitting the Footpath Planning Application (if necessary) and

(b) if the Footpath Planning Permission is granted the delivery of the Footpath (OCC element); or

(c) if planning permission for the Footpath from point B to point D is not necessary, the delivery of the Footpath (OCC element)

4.2.2 the reasonable costs referred to in paragraph 4.2.1 of this Schedule:-

(a) shall be capped at seventy-five thousand pounds (£75,000.00); and

(b) shall be payable to the County Council in tranches as follows:-

(i) the first such tranche being in the sum of ten thousand pounds (£10,000) and payable on the issue of the Footpath Notice pursuant to paragraph 4.1 of this Schedule 9; and

(ii) the second and subsequent such tranches being the value of all subsequent tranches being determined based upon evidence of progress with the delivery of the Footpath (OCC element) and related receipts to be provided to the Owner by the County Council at the written request of the Owner.

4.2.3 to make a Reserved Matters Application in respect of the Footpath between points A and B on the Footpath Plan;

4.2.4 subject to being afforded access to the land comprising the Footpath (OCC element), to prepare the Footpath Planning Application (if planning permission is required for the provision of the part of the Footpath from point B to point D) for approval by the County Council and its joint submission to the District Council (as local planning authority); and

4.2.5 subject to the grant of the Footpath Planning Permission, to deliver the Footpath (Owner element) by the Transfer Date or within 9 months of the date of grant of the Footpath Planning Permission whichever is the later

5. **FALLBACK ACCESS ROUTE RIGHTS**

5.1 Subject to the delivery by the County Council of the Footpath (OCC element), from the date on which the Footpath (from point A through points B and C to point D) first opens for use, the Owner will:

5.1.1 permit School Users to exercise the Access Rights over the Footpath between point A and point C;

5.1.2 not obstruct the Footpath between point A and point C; and

5.1.3 maintain the Footpath between point A and point C

5.2 On or before the date on which the Footpath (A to D) first opens for use in accordance with paragraph 5.1 of this Schedule 9 the Owner shall enter into a deed of easement with the County Council which provides that:-

5.2.1 the Owner grants the Access Rights over the Footpath (Owner element);

5.2.2 the Owner covenants not to obstruct the Footpath (Owner element);

5.2.3 the Owner consents to the registration of the Access Rights on the registered title to the Owner's land and to the noting of any restrictive covenants entered into against the registered title to the Owner's land;

5.2.4 the Owner grants the right to the County Council to enter onto so much of the Owner's land as is reasonably necessary for the purposes of maintaining the Footpath (and such right shall be subject to appropriate qualifications to be agreed by the County Council and the Owner as to the terms of access); and

5.2.5 the Access Rights will be terminated in the event that the Playing Field Site has not been used as a playing field by William Fletcher Primary School on or before the date which is five years after the date of the transfer of the Playing Field Site or if a primary school ceases to operate on the site of the William Fletcher Primary School (such site as existing at the date of this Deed) (including because of the permanent closure of William Fletcher Primary School for mainstream education).

5.3 Not at any time prior to the date on which the deed of easement is registered on the Owner's title to mortgage or transfer the land over which the part of the Footpath between A and C runs or is to run or any part of it without first procuring that:-

5.3.1 the person to whom such land or any part of it is to be mortgaged or transferred has entered into an agreement or deed of covenant with the County Council covenanting in substantially the same terms as paragraph 5.2 of this Schedule 9 (save that for the avoidance of doubt, where the Owner grants any lease or licence of such land, the Owner shall procure any lessee or licensee complies with the terms of paragraph 5.1 of this Schedule 9 to the extent applicable); and

5.3.2 the County Council's reasonable and properly incurred costs in connection with such further agreement/deed of covenant have been discharged.

5.4 The County Council covenants with the Owner:-

5.4.1 to collaborate with the Owner in submitting the Footpath Planning Application.; and

5.4.2 that any deed of easement for the Access Rights shall contain the obligations and restriction set out in paragraph 5.2 of this Schedule 9

APPENDIX 9A FOOTPATH PLAN

DEFINE

RUTTEN

LANE

64m

A

B

C

D

William Fletcher

Primary School

Yarnton Residential

And Nursing Home

BARTHOLOME

College

Mead

STOUTSFIELD CL

LITTLE BLENHEIM

SCALE 1:1250

0m 10 25 50

NORTH

LEGEND

- Application Site Boundary
- Playing Field Boundary
- Footpath Boundary
- A Footpath Route to Playing Fields

Rev	Description	Date
-	Rev	
DE234_605	Drg No	
Merton College	Client	
Yarnton, Oxfordshire	Project	
S106 Footpath	Title	
1:1250@A3	Scale	

APPENDIX 9B PROPOSED LAND FOR ACCESS ROUTE PLAN

DEFINE

RUTTEN

LANE

64m

William Fletcher

Primary School

Yarnton Residential

And Nursing Home

BARTHOLOMEW AV

STOUTSFIELD CL

College

Mead

SCALE 1:1250

0m 10 25 50

NORTH

LEGEND

Application Site Boundary

Proposed Land for Access Route

Rev	Description	Date
	-	Rev
	DE234_606	Drg No
	Merton College	Client
	Yarnton, Oxfordshire	Project
	Proposed Land for Access Route	Title
	1:1250@A3	Scale

SCHEDULE 10

THE DISTRICT COUNCIL'S COVENANTS WITH THE OWNER

1. REPAYMENT OF CONTRIBUTIONS

1.1 Save for the Neighbourhood Policing Contribution and the ICB Contribution (as defined in Schedule 6) the District Council covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.

1.2 The District Council covenants with the Owner that following written request from the Owner it will pay to the Owner such amount of any payment made by the Owner to the District Council under the terms of this Deed (except the Neighbourhood Policing Contribution, the ICB Contribution and any maintenance contributions (which are calculated and established in accordance with the Guide (as defined in Schedule 3) or Sports England (as applicable)) which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law **PROVIDED THAT** no such request will be made prior to the expiry of ten years of the date of receipt by the District Council of such payment. Any contribution or part of a contribution which the District Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the District Council prior to that date. If any capital works have been carried out and completed then maintenance contributions will not be returnable under this paragraph, if any capital works have been partially completed then the equivalent part of the maintenance contributions (which are calculated and established in accordance with the Guide (as defined in Schedule 3) or Sports England (as applicable)) will not be returnable under this paragraph.

1.3 Save for the Neighbourhood Policing Contribution and the ICB Contribution, the District Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under the terms of this Deed upon a written request by the Owner such request not to be made more than once in any year.

2. DISCHARGE OF OBLIGATIONS

2.1 At the written request of the Owner, the District Council shall provide written confirmation of the discharge of any obligation contained in this Deed when satisfied that such obligations have been performed.

3. APPROVAL OF DOCUMENTS

On submission of any Document to the District Council to secure approval of such Document in writing from the District Council the following approval procedures shall apply:-

3.1 Within twenty-five (25) Working Days of receipt of the said Document submitted pursuant to this Deed, the District Council shall either:-

3.1.1 confirm in writing to the Owner that the said Document is considered to be a complete and final document that has secured the District Council's final approval; or

3.1.2 set out to the Owner in writing the areas of the said Document requiring amendment in order to meet with the District Council's approval.

3.2 The Owner shall submit a revised Document within twenty-five (25) Working Days of receipt of written comments by the District Council pursuant to Clause 3.1.2 and the procedures in Clause 3.1 shall apply to the revised Document.

3.3 In the event that the District Council do not respond within twenty-five (25) Working Days in accordance with Clause 3.1, the said Document shall be deemed to have been approved by the District Council.

4. **FIRST HOMES**

4.1 Upon receipt of the Additional First Homes Contribution the District Council shall:-

4.1.1 within 28 Working Days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 6.5 of Part 2 of Schedule 2 where such restriction has previously been registered against the relevant title; and

4.1.2 apply all monies received towards the provision of Affordable Housing.

4.2 Following receipt of notification of the Disposal of the relevant First Home pursuant to paragraph 8 of Part 2 of Schedule 2 the District Council shall:-

4.2.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 6.5 of Part 2 of Schedule 2; and

4.2.2 apply all such monies received pursuant to paragraph 8.1.3 of Part 2 of Schedule 2 towards the provision of Affordable Housing.

SCHEDULE 11

THE COUNTY COUNCIL'S COVENANTS WITH THE OWNER

1. **REPAYMENT OF CONTRIBUTIONS**

1.1 The County Council covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.

1.2 The County Council covenants with the Owner that following written request from the Owner it will pay to the Owner such amount of any payment made by the Owner to the County Council under the terms of this Deed which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law **PROVIDED THAT** no such request will be made prior to the expiry of ten years of the date of receipt by the County Council of such payment. Any contribution or part of a contribution which the County Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the County Council prior to that date.

1.3 The County Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under the terms of this Deed upon a written request by the Owner such request not to be made more than once in any year.

2. **DISCHARGE OF OBLIGATIONS**

2.1 At the written request of the Owner, the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

3. **COUNTY COUNCIL COVENANTS AND OBLIGATIONS**

3.1 The County Council covenants with the Owner to comply with its obligations set out in:-

3.1.1 Schedule 7 (Highways Works) and in particular:-

(a) Part 1, paragraph 6 of Schedule 7;

3.1.2 Schedule 8 (Playing Field Site) and in particular:-

(a) Part 1, paragraph 5 of Schedule 8;

(b) Part 1, paragraph 6 of Schedule 8;

(c) Part 2, part B paragraphs 8 and 9 of Schedule 8.

3.2 The County Council covenants with the Owner to comply with the covenants set out in Schedule 9 (Access to Playing Field Site) and in particular:-

3.2.1 Paragraph 3.2 of Schedule 9.

The COMMON SEAL of **CHERWELL DISTRICT COUNCIL** was Affixed to this Deed
in the presence of

.....



Authorised Signatory

[redacted]

The COMMON SEAL of **OXFORDSHIRE COUNTY COUNCIL** was Affixed to this Deed
in the presence of

.....[redacted]



Director of Law and Governance/Authorised Signatory

.....

The COMMON SEAL of **THE WARDEN AND SCHOLARS OF THE HOUSE OR COLLEGE OF SCHOLARS OF MERTON IN THE UNIVERSITY OF OXFORD** was Affixed to this Deed
in the presence of

.....[redacted]



Witness to the affixing of the common seal of The Warden and Scholars of the House or College of Merton in the University of Oxford

.....[redacted]