

DATED

7th July

2017

ROBERT HITCHINS LIMITED

and

BODDINGTON ESTATES LIMITED

and

GLOUCESTERSHIRE COUNTY COUNCIL

Agreement

pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)
Chapter III of the Education Act 1996 the Public Libraries and Museums Act 1964
Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act
2011

relating to land at Tewkesbury Road, Twigworth, Gloucester in the county of
Gloucestershire

Planning Application No 15/01149/OUT

(Education and Libraries)



This Agreement is made the 7th day of July 2017

between

1. **ROBERT HITCHINS LIMITED** (Co. Regn. No. 00686734) whose registered office is at The Manor Boddington Near Cheltenham Gloucestershire GL51 0TJ ("the First Owner")
2. **BODDINGTON ESTATES LIMITED** (Co. Regn. No. 00874206) whose registered office is at The Manor Boddington Near Cheltenham Gloucestershire GL51 0TJ ("the Second Owner")
3. **GLOUCESTERSHIRE COUNTY COUNCIL** of Shire Hall in the City of Gloucester ("the Council")

WHEREAS:

1. The Council is:
 - a. a local planning authority as defined in the Act and the Local Planning Authority for the purposes of planning obligations imposed pursuant to S106 of the Act ; and
 - b. the Children and Families Authority and the Libraries Authority for Gloucestershire
2. The First Owner is the Registered Proprietor with the freehold interest in the Blue Land (subject only as shown on the Registers thereto but otherwise free from incumbrances) as set out in the Third Schedule hereto
3. The Second Owner is the Registered Proprietor with the freehold interest in the Green Land (subject only as shown on the Registers thereto but otherwise free from incumbrances) as set out in the Third Schedule hereto
4. The First Owner proposes to carry out the Development on the Land

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

For the purposes of this Agreement the following expressions shall have the following meanings:

"Act" means the Town and Country Planning Act 1990 as amended

“Application”	means the application for outline planning permission submitted to Tewkesbury Borough Council for a mixed use development comprising demolition of existing buildings; up to 725 dwellings and a local centre of 0.33ha (A1,A2,A3,A4,A5,D1,D2 uses); primary school, open space, landscaping, parking and supporting infrastructure and utilities; and the creation of a new vehicular access from the A38 Tewkesbury Road and allocated reference number 15/01149/OUT
“Appropriate Proper Officer”	means the Commissioning Director: Children and Families or such other Chief officer as shall from time to time be responsible for the Children and Families function of the Council and/or the Commissioning Director: Community and Infrastructure or such other chief officer as shall from time to time be responsible for community and infrastructure functions of the Council as appropriate
“Blue Land”	means that part of the Land shown coloured blue on the Land Ownership Plan
“Bond”	means the First Bond and/or the Further Bond
“Bondsman”	means a company or person that achieves a Financial Strength Indicator of 5A together with a Risk Indicator of 1 and a minimal risk of failure when a check is carried out with Dun and Bradstreet
“CIL Regulations”	means for the purposes of Clause 11 hereof Regulations 122 and 123 of the Community Infrastructure Levy Regulations 2010 as amended by the Community Infrastructure Levy (Amendment) Regulations of 2012 and 2013
“Classrooms”	means the classrooms detailed in the Specification and in the schedule of accommodation attached to this Agreement
“Collateral Warranties”	means warranties entered into with the Council (free of cost to the Council) by those carrying out

“Commencement of Development”

the design and construction of the School in a form approved by the Appropriate Proper Officer means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and **“Commence”** **“Commencement”** **“Commenced”** and cognate expressions shall be construed accordingly

“Council’s Representative”

means the person identified in writing by the Council as the authorised representative of the Council in connection with the construction and delivery of the School

“Development”

means the development of the Site in accordance with (or materially in accordance with or not requiring a fresh application for planning permission) the Planning Permission

“Director: Business Management”

means the Director: Business Management for the time being of the Council or such other Chief Officer as shall from time to time be responsible for the Council's property services function

“Education Index”

means the cost multiplier issued by the Department for Education (DfE) or by any other Department Ministry or other body upon which the duties in connection with that index devolves being the cost per pupil for the construction of accommodation to provide additional public places and supplemented by the Building Cost Information Service Public Sector Tender Price Index (BCIS) or any replacement

	thereof issued by the Royal Institution of Chartered Surveyors
“Education Variable Factor”	means the percentage increase of the Education Index from the date of the last publication prior to the date hereof up to the date of the last publication before the date of entry into that Bond
“First Bond”	means a bond in the form set out in the Second Schedule
“First Occupation”	means the date when a Residential Unit becomes liable for Council Tax or any replacement thereof 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 “First Occupied” shall be construed accordingly (and reference to a numbered Residential Unit such as 50 th , 200 th or 600 th shall have the ordinary meaning thereof and shall be construed accordingly)
“Further Bond”	means a bond in the form set out in the Second Schedule and marked ‘Bond’ save for the expiration clause in clause 3(b) thereof which shall be five (5) years from the date of the Further Bond
“Green Land”	means that part of the Land shown coloured green on the Land Ownership Plan
“Head of Legal Services”	means the Head of Legal Services for the time being of the Council or such other Chief Officer as shall from time to time be responsible for the Council's legal function
“Indicative Masterplan”	means the plan with drawing number H.0355_05-1C entitled Indicative Masterplan attached to this Agreement
“Land Ownership Plan”	means the plan annexed to this Agreement and marked Land Ownership Plan
“Late Payment Interest”	means a rate calculated on a daily basis and compounded quarterly from the due date until

	payment at five per cent (5%) per annum over HSBC Bank place base rate from time to time in force
"Library Contribution"	means the sum of One Hundred and Forty Two Thousand One Hundred Pounds (£142,100) calculated on the basis of the presently proposed 725 Residential Units at an individual cost of £196 per Residential Unit and payable in accordance with Paragraph 2.1 of the First Schedule
"Library Index"	means the Retail Prices Index: Monthly Index Numbers of Retail Prices – All Items or any index issued in replacement or substitution thereof
"Library Variable Factor"	means the percentage increase of the Library Index from the date of last publication prior to the date hereof up to the date of the last publication before the date of entry into that Bond
"Off-Site Pre-School/Nursery Contribution"	means Three Hundred and Eleven Thousand Eight Hundred and Eighty Pounds (£311,880) calculated on the basis of 23 off-site pre-school/nursery places at a 'per pupil place rate' of Thirteen Thousand Five Hundred and Sixty Pounds (£13,560) per place to be used towards the cost of off-site pre-school/nursery provision in the vicinity of the Site and payable in accordance with Paragraph 2.3 of the First Schedule
"On-Site Pre-School/Nursery Contribution"	means Three Hundred and Fifty Two Thousand Five Hundred and Sixty Pounds (£352,560) calculated on the basis of 26 on- site pre-school/nursery places at a 'per pupil place rate' of Thirteen Thousand Five Hundred and Sixty Pounds (£13,560) per place to be used towards the cost of on-site pre-school/nursery provision and payable, if applicable, in accordance with Paragraph 5.5 of the First Schedule
"Owners"	means, together, the First Owner and the Second Owner

"Plan"	means the plan with drawing number TWIG.L.5 entitled S106 Plan attached to this Agreement
"Planning Permission"	means outline planning permission for the Development granted pursuant to the Application
"Primary Education Contribution"	means Two Million Two Hundred and Sixty One Thousand Nine Hundred and Eighty Two Pounds (£2,261,982) calculated on the basis of the 593 presently proposed Qualifying Dwellings and 25 Qualifying Flats at a 'per pupil place rate' of Thirteen Thousand Five Hundred and Sixty Pounds (£13,560) per place, being Three Thousand Seven Hundred and Ninety Nine Pounds (£3,799) per Qualifying Dwelling and Three Hundred and Sixty Seven Pounds (£367) per Qualifying Flat for primary school provision and payable, if applicable, in accordance with Paragraph 5.5 of the First Schedule
"Primary School Rebate"	means the sum calculated at a 'per pupil place rate' of Thirteen Thousand Five Hundred and Sixty Pounds (£13,560) per place in respect of each Surplus Place and payable, if applicable, in accordance with Paragraph 4.14 of the First Schedule
"Qualifying Dwelling"	means a Residential Unit (other than a Qualifying Flat) without age or health occupancy restrictions and having two or more bedrooms
"Qualifying Flat"	means a Residential Unit that is a flat without age or health occupancy restrictions and having two or more bedrooms
"Reservation Period"	means the period of five years following the date of First Occupation of the final Residential Unit intended to be built pursuant to the Planning Permission
"Residential Unit"	means a residential dwelling constructed on the Site pursuant to the Planning Permission
"S106 Monitoring Officer"	means that officer of the Council appointed from

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KEY	
	RESIDENTIAL
	COMMUNITY FACILITIES
	PRIMARY SCHOOL
	FORMAL OPEN SPACE/SPORTS PROVISION
	NATURAL/SEMI NATURAL OPEN SPACE
	INFORMAL OPEN SPACE
	MAIN STREETS
	SECONDARY STREETS
	ACCESS TO DEVELOPMENT CELLS
	VEHICULAR ACCESS TO DEVELOPMENT
	EMERGENCY ACCESS
	CHANGING ROOMS AND CARPARK
	PROPOSED TREE PLANTING IN GREEN SPACES
	SUSTAINABLE URBAN DRAINAGE (SUDS)
	LOCAL EQUIPPED AREA OF PLAY (LEAP) WITH STRAIGHT LINE WALKING DISTANCES
	LOCAL AREA OF PLAY (LAP)
	EXISTING TREES AND HEDGEROWS RETAINED
	EXISTING FOOTPATHS RETAINED
	PROPOSED FOOT/CYCLE PATH
	PROPOSED NEW FOOTPATHS
	AGREED 100YR FLOOD PLAIN PLUS CLIMATE CHANGE

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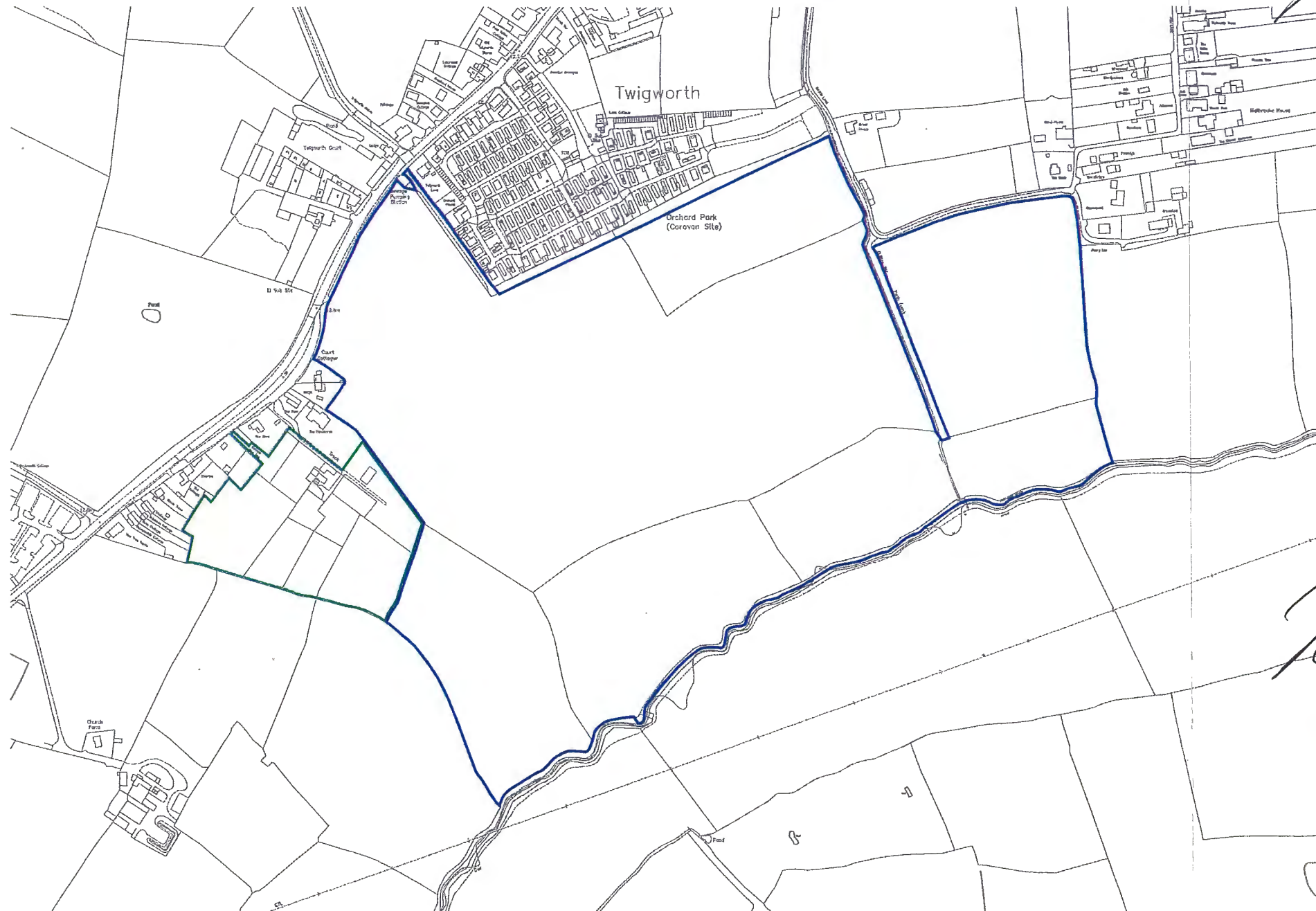
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LAND AT TWIGWORTH - INDICATIVE MASTERPLAN

T 01285 641717 | F 01285 642348 | www.pegasuspg.co.uk | Team: MCC/CT | 26 JULY 2013 | 1:5000 @ A3 | drwg H.0355_05-1C | Client: ROBERT HITCHINS LTD. |

Pegasus
Urban Design

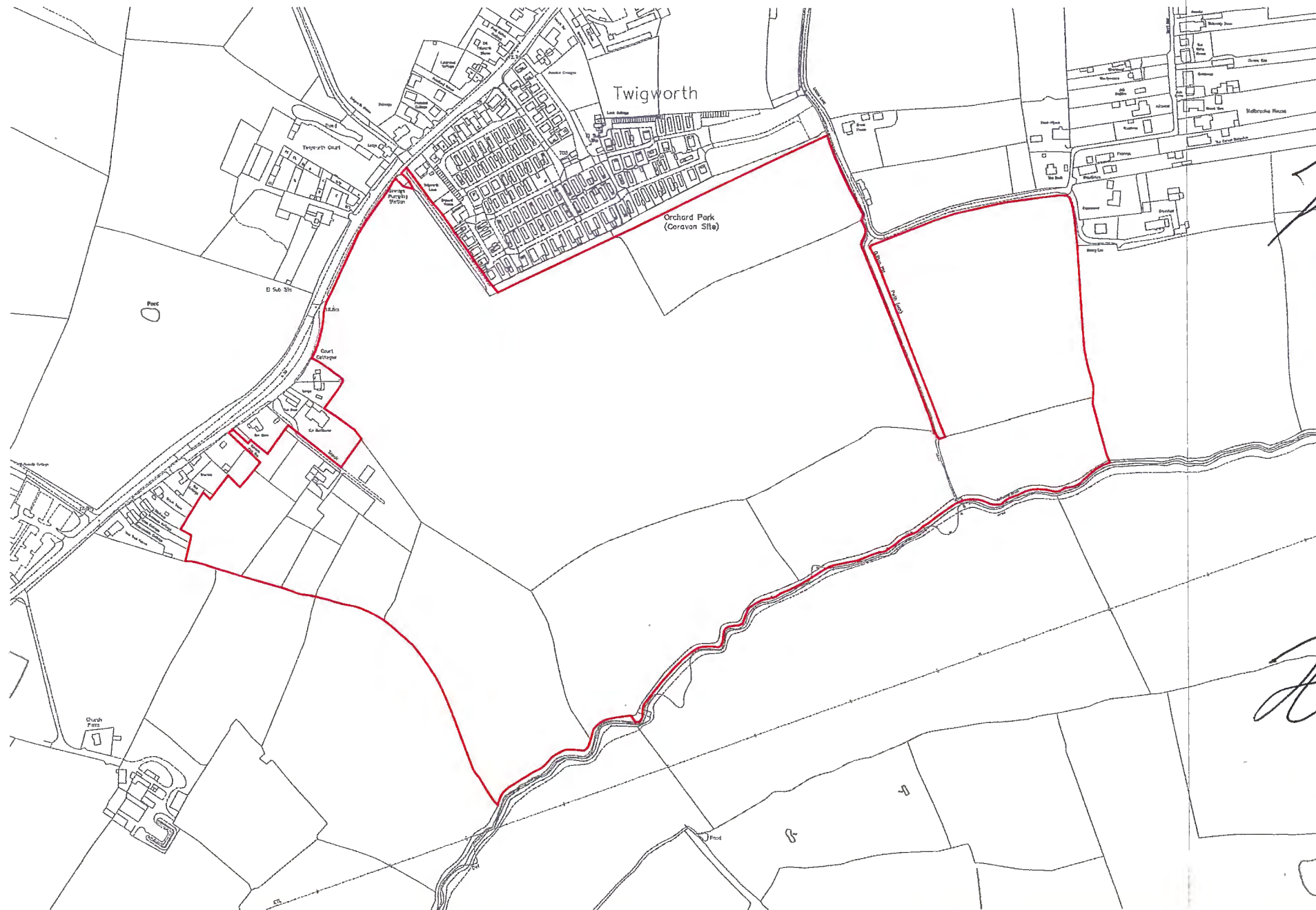


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Site Name: Twigworth		Drawing Number: TWIG.L.6		Revision:
Drawing Title: Land Ownership Plan		Drawn By: MBA	Date: 17.05.2017	Scale: 1:5000@A3
 Robert Hitchins The Complete Development Solution The Manor, Boddington, Cheltenham, Gloucestershire, GL51 0TJ Tel: 01242 680694 www.robert-hitchins.co.uk				



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Site Name: Twigworth		Drawing Number: TWIG.L.5		Revisions:
Drawing Title: S106 Plan		Drawn By: MBA	Date: 24.01.2017	Scale: 1:5000@A3
 Robert Hitchins The Complete Development Solution The Manor, Boddington, Cheltenham, Gloucestershire, GL51 0TJ Tel: 01242 680694 www.robert-hitchins.co.uk				

time to time with the role of monitoring the compliance of the Owners or other persons with the provisions of this Agreement

“School”

means a single form entry primary school with ancillary facilities including pre-school/nursery provision for 26 pre-school/nursery places as detailed in the schedule of accommodation referred to at Schedule 4 Part I Paragraph xxi and the Specification

“School Site”

means a 1.2 hectare parcel of land net of any boundary hedges or trees and that is of regular shape and is level free of encumbrances and is not contaminated land within the meaning of Part IIA of the Environmental Protection Act 1990 and is not prone to flooding and does not have any other impediments that would preclude the use of the same for the School, the precise location of which shall be determined pursuant to the provisions of Paragraph 4.1 or Paragraph 5.1 of the First Schedule

“School Expansion Site”

means a 0.4 hectare parcel of land net of any boundary hedges or trees and that is of regular shape and is level free of encumbrances and is not contaminated land within the meaning of Part IIA of the Environmental Protection Act 1990 and is not prone to flooding and does not have any other impediments that would preclude the use of the same for expansion of the School, the precise location of which shall be determined pursuant to the provisions of Paragraph 4.1 or Paragraph 5.1 of the First Schedule and which is to be reserved for the Reservation Period for expansion of the School

“Secondary Education Contribution” means One Million Five Hundred and Sixty Three Thousand Seven Hundred and Fifty Five Pounds (£1,563,755) calculated on the basis of the presently proposed 593 Qualifying Dwellings and 25 Qualifying Flats at ‘a per pupil place rate’ of

Seventeen Thousand Five Hundred and Fourteen Pounds (£17,514) per place, being Two Thousand Six Hundred and Thirty Five Pounds (£2,635) per Qualifying Dwelling and Forty Eight Pounds (£48) per Qualifying Flat for secondary school provision and payable in accordance with Paragraph 2.2 of the First Schedule

“Site”

means the land at Tewkesbury Road, Twigworth in the county of Gloucestershire against which this Agreement may be enforced being the Blue Land and the Green Land shown for identification purposes only edged red on the Plan

“Sixth Form Contribution”

means Two Hundred and Thirty Eight Thousand One Hundred and Fifty Pounds (£238,150) calculated on the basis of the presently proposed 593 Qualifying Dwellings and 25 Qualifying Flats at ‘a per pupil place rate’ of Twenty Thousand Six Hundred and Eighty Pounds (£20,680) per place, being Four Hundred Pounds £400 per Qualifying Dwelling and Thirty Eight Pounds £38 per Qualifying Flat for sixth form provision and payable in accordance with Paragraph 2.2 of the First Schedule

“Specification”

means the specification for the School at Schedule Five

“Surplus Place”

means each pupil place provided by the School which is not required to meet the need generated by the number of presently proposed 593 Qualifying Dwellings and 25 Qualifying Flats

2. CONSTRUCTION OF THIS AGREEMENT

The provisions of this Agreement shall unless the context otherwise requires be constructed as follows

- 2.1 Where in this Agreement 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 Agreement
- 2.2 The singular includes the plural and vice versa

- 2.3 Words importing one gender shall include all other genders
- 2.4 Where more than one party undertakes an obligation all obligations and liabilities can be enforced against all and any parties so undertaking
- 2.5 Any reference to a statute shall include any modification extension or re-enactment of it 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
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its relevant statutory functions
- 2.7 All headings in this Agreement are for ease of reference only and are not part of this Agreement nor are they intended to be used as a guide to its interpretation

3. LEGAL BASIS

- 3.1 This Agreement is entered into in pursuance of and is a planning obligation for the purposes of section 106 of the Act entered into in respect of the Site by the Owners in respect of their interests as set out herein and is enforceable by the Council

4. CONDITIONALITY

- 4.1 Save for the provisions of this clause 4, jurisdiction and delivery clauses and any other relevant provisions which shall come into effect immediately on completion of this Agreement, this Agreement is conditional upon:
- (i) the grant of the Planning Permission; and
 - (ii) the Commencement of Development
- 4.2 In the event that the Application falls to be determined by the Secretary of State or by an Inspector appointed by the Secretary of State (as to the whole or any part of this Agreement as appropriate) and either the Secretary of State or the Inspector appointed by the Secretary of State determines that any provision hereunder does not meet the statutory tests set out in either the CIL Regulations or paragraphs 203-206 of the National Planning Policy Framework such provision shall from the date of such determination not be enforced UNLESS such decision is quashed following a successful legal challenge

5. OBLIGATIONS

- 5.1 The Owners shall comply with the provisions hereof including the Schedules

- 5.2 The Council shall comply with the provisions hereof including the Schedules and shall:
- 5.2.1 use all sums received under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purpose for the benefit of the Development as the Owners shall otherwise agree in writing;
 - 5.2.2 if any sum of money paid pursuant to this Agreement has not been expended or committed for expenditure for the purposes for which that sum of money was paid within five (5) years after the date of the final payment of the particular contribution then any part of the said contribution which remains unexpended or uncommitted at that date shall be reimbursed by the Council to the original payer together with any interest from the date of payment until repayment at the Public Works Loan Board 9-10 Year Rate on the amount repaid;
 - 5.2.3 provide to the Owners such evidence as the Owners shall reasonably require to confirm the expenditure of the sums paid under this Agreement
 - 5.2.4 at the written request of the Owners, provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed and take such steps as shall be required to procure the reduction or release as appropriate of the Bond to be provided pursuant to Paragraph 1 of the First Schedule
 - 5.2.5 where the agreement approval consent expression of satisfaction or similar is required by any person from the Council under the terms of this Agreement (including the Schedules hereto) such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed (and for the avoidance of doubt this provision applies regardless of whether or not any specific provision hereof specifically deals with the issue) and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party
 - 5.2.6 following the performance and satisfaction of all the obligations contained in this Agreement, forthwith on written request by the Owners confirm to the Registrar of Local Land Charges that the Council had no objection to the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement and shall provide to the Owners a copy of the confirmation

5.2.7 enter into the Bond forthwith on receipt

5.3 Upon the occasion of the grant of reserved matters approval for the final phase of the Development a review shall be carried out and in the event that the final number of Residential Units built pursuant to the Planning Permission or estimated to be built pursuant to the said reserved matters approval varies from the presently proposed 725 the Library Contribution will be reviewed on the basis of One Hundred and Ninety Six Pounds (£196.00) (together with any payments in accordance with clauses 14 and 15) for each Residential Unit with any amounts underpaid being paid to the Council and with any overpayments being repaid to the First Owner by the Council within twenty eight (28) days of the completion of the review

5.4 Upon the occasion of the grant of reserved matters approval for the final phase of the Development a review shall be carried out and in the event that the final number of Qualifying Dwellings and/or Qualifying Flats built pursuant to the Planning Permission or estimated to be built pursuant to the said reserved matters approval varies from the presently proposed 593 Qualifying Dwellings and 25 Qualifying Flats

5.4.1 where the Primary Education Contribution is payable pursuant to 5.5 of the First Schedule, the Primary Education Contribution for primary school provision will be reviewed on the basis of Three Thousand Seven Hundred and Ninety Nine Pounds (£3,799) per Qualifying Dwelling and Three Hundred and Sixty Seven Pounds (£367) per Qualifying Flat ex and

5.4.2 the Secondary Education Contribution for secondary school provision will be reviewed on the basis of Two Thousand Six Hundred and Thirty Five Pounds (£2,635) per Qualifying Dwelling and Forty Eight Pounds (£48) per Qualifying Flat

5.4.3 the Sixth Form Contribution for sixth form provision will be reviewed on the basis of Four Hundred Pounds (£400) per Qualifying Dwelling and Thirty Eight Pounds (£38) per Qualifying Flat

5.4.4 the Off-Site Pre-School/Nursery Contribution will be reviewed on the basis of One Thousand One Hundred and Two Pounds (£1,102) per Qualifying Dwelling and Three Hundred and One Pounds (£301) per Qualifying Flat

(together with any payments in accordance with clauses 14 and 15), with any amounts underpaid being paid to the Council and with any overpayments being repaid to the First Owner by the Council within twenty eight (28) days of the completion of the review

- 5.5 Upon the occasion of the grant of reserved matters approval for the final phase of the Development a review shall be carried out and in the event that the final number of Qualifying Dwellings and/or Qualifying Flats built pursuant to the Planning Permission or estimated to be built pursuant to the said reserved matters approval varies from the presently proposed 593 Qualifying Dwellings and 25 Qualifying Flats the Primary School Rebate will be reviewed on the basis of Three Thousand Seven Hundred and Ninety Nine Pounds (£3,799) per Qualifying Dwelling and Three Hundred and Sixty Seven Pounds (£367) per Qualifying Flat (together with any payments in accordance with clauses 14 and 15) with any amounts underpaid being paid by the Council to the First Owner and with any overpayments being repaid by the First Owner to the Council within twenty eight (28) days of the completion of the review

6. MISCELLANEOUS

- 6.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after he or it shall have parted with his or its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED THAT the date of the parting with such interest and details of the party or parties to whom the interest has been passed has been given to the Council
- 6.2 This Agreement shall not be enforceable against:
- 6.2.1 owner-occupiers or tenants of an individual Residential Unit nor against those deriving title from them
 - 6.2.2 owners or occupiers of any individual commercial or retail premises constructed pursuant to the Planning Permission nor against those deriving title from them
 - 6.2.3 any local authority or statutory undertaker who takes a transfer of any part of the Site in the normal course of the Development
 - 6.2.4 a chargee (and its successors) of any Registered Provider (which expression shall mean a housing association or other body which is registered with the Homes and Communities Agency as a social landlord or residential occupier of an Affordable Housing Unit (which expression shall mean dwellings constituting affordable housing within the meaning of Annex 2 to the national Planning Policy Framework (March 2012) taking possession or effecting a power of sale under a charge in default

- 6.3 Nothing herein grants planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function
- 6.4 Nothing herein fetters or restricts the exercise by the Council of any of their powers
- 6.5 None of the parties has relied on any express or implied statement warranty representation or undertaking given by or on behalf of another and no collateral agreement exists
- 6.6 Nothing herein contained excludes the liability of any of the parties in relation to fraud
- 6.7 This Agreement supersedes and replaces all previous negotiations whether oral or written
- 6.8 This Agreement does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999
- 6.9 Nothing in this Agreement 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 after the date of this Agreement
- 6.10 The Owners shall give to the S106 Monitoring Officer twenty eight (28) days written notice of its intention to Commence Development and shall confirm in writing within seven (7) days following Commencement of Development that Development has Commenced and in default of the Owners so doing the Council will be at liberty to elect a date which it considers Commencement of Development occurred for the purposes of Clauses 14 and 15 of this Agreement

7. CONSENT TO REGISTRATION

The Owners hereby consent to the registration of this Agreement as a local land charge and as a notice against their respective titles as set out in the Third Schedule

8. WARRANTY

- 8.1 The Owners hereby warrant to the Council that they are the freehold owners of their respective interests in those parts of the Site as set out herein and as such have not created any other interest in their respective interest in those parts of the Site save for any that has been disclosed prior to the date of this Agreement

9. SDLT

This Agreement does not constitute a transaction for a chargeable consideration for which Stamp Duty Land Tax is required and thus the Council hereby certifies that a

Land Transaction Return is not applicable in accordance with section 79(3) of the Finance Act 2003

10. EFFECT OF INVALIDITY ILLEGALITY OR UNENFORCEABILITY

10.1 If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

10.2 This Agreement shall be determined and have no further effect if:

- (i) the Planning Permission expires before the Commencement Date;
- (ii) the Planning Permission is varied or revoked or otherwise withdrawn;
- (iii) the Planning Permission is quashed following a successful legal challenge;
- (iv) the Planning Permission (without the consent of the Owners) is modified by any statutory procedure; or
- (v) development of the Site (or any part of it) is undertaken pursuant to another planning permission granted after the date of this Agreement insofar as it has not already been complied with or should have been complied with.

11. NOTICES

Any notice to the Owners or the Bondsman under this Agreement shall be in writing signed by the Head of Legal Services unless otherwise herein provided and shall be deemed to be sufficiently served if sent to it by registered or recorded delivery post to the addresses at the head of this Agreement and any notice to the Council under this Agreement shall be in writing and shall be deemed to be sufficiently served if sent by registered or recorded delivery post to the Council addressed to the Head of Legal Services Shire Hall Westgate Street Gloucester GL1 2TG

12. NON WAIVER

Failure by the Council at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owners of any of the conditions undertakings or obligations of this Agreement or any failure or delay by the Council to exercise any act right or remedy shall not be construed as a waiver of or as creating an estoppel in connection with any such condition undertaking or obligation and shall not affect the validity of this Agreement or any part thereof or the right of the Council to enforce any provision any variation of this Agreement agreed between the Owners and the Council which does not affect the liability of the

Bondsman shall not vitiate the remainder of the Agreement which shall remain in full force and effect subject to such amendment or amendments

13. PLAN REPRODUCTION

The First Owner hereby gives consent for the Plan to be reproduced by the Council

14. INDEXATION

Any sum referred to in the Second Schedule shall be increased by an amount equivalent to the increase in the Library Index or the Education Index (as applicable) from the date hereof until the date on which such sum is paid

15. LATE PAYMENT INTEREST

If any payment due under this Agreement is not paid at the time specified herein the Owners shall pay to the Council Late Payment Interest on such sum

16. VAT

All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax payable (as referred to in the Value Added Tax Act 1994) or any tax of similar nature which is introduced in substitution for or as an addition to such tax from time to time

17. JURISDICTION

This Agreement is governed by and interpreted in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the Courts of England

18. PAYMENTS DUE ON COMPLETION:

The Owners will upon the execution hereof pay to the Council the Council's (education) technical charges in the sum of £510 and the Council's legal fees in the sum of £3,510

19. DISPUTE RESOLUTION

19.1 Without prejudice to the other provisions of this clause 19 in the event of any dispute issue difference question or claim ("Dispute") arising between the Council and one or more of the other parties to this deed those parties ("the Relevant

- Parties”) shall endeavour to resolve the Dispute amicably failing which such Dispute shall be resolved in accordance with the provisions of this clause 19
- 19.2 Either Relevant Party may give to the other a notice (“Dispute Notice”) setting out the nature and basis of the Dispute together with the redress being sought and proposed and the proposed referee (“Referee”)
- 19.3 Within ten working days of service the recipient of a Dispute Notice may object in writing to the proposed Referee in which event either or any Relevant Party may request the President for the time being of the Royal Institution of Chartered Surveyors to appoint the Referee
- 19.4 In the absence of objection in accord with clause 19.3 the proposed Referee shall be deemed to have been agreed and appointed by both or all Relevant Parties
- 19.5 The Referee shall be appointed to act as an independent expert and not as an arbitrator
- 19.6 The appointment of the Referee shall be on the following terms binding upon the Referee and Relevant Parties as appropriate
- 19.6.1 the server of the Dispute Notice shall submit written representations to the Referee with a copy to the other Relevant Party within ten working days of the date on which the Referee confirms his appointment to the Relevant Parties in writing
- 19.6.2 within ten working days of receipt of representation pursuant to clause 19.6.1 the other Relevant Party shall submit his written representations to the Referee with a copy to the other Relevant Party
- 19.6.3 within ten working days of receipt of representations submitted pursuant to clause 19.6.2 either Relevant Party may give the Referee written comments on those representations
- 19.6.4 the Referee may grant an extension not exceeding five working days to any of the periods referred to in clauses 19.6.1, 19.6.2 and 19.6.3 in which event he shall confirm the same in writing to the Relevant Parties
- 19.6.5 the Referee shall be at liberty to call for such written evidence from the Relevant Parties and to seek such legal or other expert assistance as he may reasonably require
- 19.6.6 the Referee may take oral representations from a Relevant Party but shall not do so without allowing both (or all as appropriate) Relevant Parties to be present and if the Referee considers it appropriate for the Relevant Parties to give evidence and to cross examine each other

- 19.6.7 the Referee shall have regard to all representations and evidence when making his decision which shall be in writing with reasons for his decision
- 19.6.8 the Referee shall make such determination on the amount liability and payment of the costs (including legal costs) of the referral of the Dispute to him as he thinks appropriate and shall include his determination in his decision
- 19.6.9 the Referee shall use all reasonable endeavours to publish his decision within six weeks of the date on which he notifies the Relevant Parties confirming his appointment
- 19.6.10 the decision of the Referee shall be final and binding upon the Relevant Parties unless one of them has notified the other of his dissatisfaction with it in accordance with clause 19.8 of this deed
- 19.6.11 once binding the decision of the Referee shall be enforceable by the English Courts as a contractual obligation and not as an arbitral award
- 19.7 notwithstanding any referral of a Dispute to a Referee the parties will perform and continue to perform their obligations hereunder before during and after such referral in accordance with the terms of this deed
- 19.8 If after a Referee has made a decision pursuant to clause 19.6 any Relevant Party is dissatisfied with it and such Relevant Party has notified the other Relevant Party of his dissatisfaction within twenty-eight days of the date of receipt of the decision of the Referee or if any Dispute has arisen which has not been the subject of a decision of a Referee pursuant to clause 18.6 any party shall be entitled to commence legal proceedings in the court
- 19.9 In the event that any party commences legal proceedings in the court pursuant to clause 19.8 but loses the court action then that party shall pay all the parties costs in relation to that action

20. CONFIDENTIALITY

It is hereby agreed and declared between the parties hereto that nothing herein (including the schedules hereto) shall require the disclosure to another party or to a third party of any confidential information including (not by way of limitation) any financial provisions of contracts or proposed contracts but for the avoidance of doubt copies of this Agreement may be disclosed as a matter of public record

FIRST SCHEDULE

Planning Obligations

Bonds

- 1.1 The Owners will not cause or permit the Commencement of Development until such time as the Bondsman shall have entered into one or more First Bond(s) securing:-
 - 1.1.1 the Library Contribution in the sum of One Hundred and Forty Two Thousand One Hundred Pounds (£142,100) ("the Library Basic Sum") or such sum as may be equal to the Library Basic Sum multiplied by the Library Variable Factor;
 - 1.1.2 the Primary Education Contribution in the sum of Two Million Two Hundred and Sixty One Thousand Nine Hundred and Eighty Two Pounds (£2,261,982); the Secondary Education Contribution in the sum of One Million Five Hundred and Sixty Three Thousand Seven Hundred and Fifty Five Pounds (£1,563,755); the Off-Site Pre-School/Nursery Contribution in the sum of Three Hundred and Eleven Thousand Eight Hundred and Eighty Pounds (£311,880); the On-Site Pre-School/Nursery Contribution in the sum of Three Hundred and Fifty Two Thousand Five Hundred and Sixty Pounds (£352,560) and the Sixth Form Contribution in the sum of Two Hundred and Thirty Eight Thousand One Hundred and Fifty Pounds (£238,150) (together "the Education Basic Sum") or such sum as may be equal to the Education Basic Sum multiplied by the Education Variable Factor
- 1.2 Six (6) months before the expiry of the First Bond (if the same has not already been released in full by the Head of Legal Services in accordance with clause 3(a) of the First Bond) the Owners shall procure that the Bondsman (which for the avoidance of doubt need not be the same Bondsman as in the First Bond but shall fulfil the criteria specified in the definition of 'the Bondsman' in clause 1 of this Agreement) shall have entered into the Further Bond with the Council
- 1.3 The Council shall, when the Further Bond has been put in place to the satisfaction of the Head of Legal Services, notify the Bondsman in the First Bond that since the Further Bond has been put in place to give security for those obligations that are still outstanding in accordance with this Agreement the First Bond is released absolutely

Library Contribution, Secondary Education Contribution, Sixth Form Contribution, and Off-Site Pre-School/Nursery Contribution

- 2.1 For the purpose of providing a contribution towards new furniture and/or increasing stock and/or computer resources and/or the cost of extending opening hours and/or

the cost of capital works in libraries in Churchdown the Library Contribution shall be paid to the Council by the Owners in the following instalments

- 2.1.1 25% (together with any payments in accordance with Clauses 14 and 15) on or before the expiry of six (6) months following Commencement of Development
- 2.1.2 25% (together with any payments in accordance with Clauses 14 and 15) on or before the First Occupation of the 400 Residential Unit
- 2.1.3 25% (together with any payments in accordance with Clauses 14 and 15) on or before the First Occupation of the 600 Residential Unit
- 2.1.4 25% (together with any payments in accordance with Clauses 14 and 15) on or before the First Occupation of the 700 Residential Unit
- 2.2 As a contribution towards the cost of providing places at Churchdown Academy, Chosen Hill or towards the provision of a new secondary school and towards sixth form provision that would create places in the local area the Secondary Education Contribution and the Sixth Form Contribution shall be paid to the Council by the Owners in the following instalments
 - 2.2.1 25% (together with any payments in accordance with Clauses 14 and 15) on or before the First Occupation of the 200th Residential Unit
 - 2.2.2 25% (together with any payments in accordance with Clauses 14 and 15) on or before the First Occupation of the 400th Residential Unit
 - 2.2.3 25% (together with any payments in accordance with Clauses 14 and 15) on or before the First Occupation of the 600th Residential Unit
 - 2.2.4 25% (together with any payments in accordance with Clauses 14 and 15) on or before the First Occupation of the 700th Residential Unit
- 2.3 As a contribution towards the cost of providing off-site pre-school /nursery provision in the vicinity of the Site the Off-Site Pre-School/Nursery Contribution shall be paid to the Council by the Owners in the following instalments
 - 2.3.1 25% (together with any payments in accordance with Clauses 14 and 15) on or before the expiry of twelve (12) months following Commencement of Development
 - 2.3.2 25% (together with any payments in accordance with Clauses 14 and 15) on or before the First Occupation of the 50th Residential Unit
 - 2.3.3 25% (together with any payments in accordance with Clauses 14 and 15) on or before the First Occupation of the 100th Residential Unit
 - 2.3.4 25% (together with any payments in accordance with Clauses 14 and 15) on or before the First Occupation of the 350th Residential Unit

Primary School

- 3 No later than six months following the date of grant of Planning Permission the Owners shall give written notice to the Council as to whether Paragraph 4 or Paragraph 5 of this Schedule shall apply below
- 4 Subject to the notice given under Paragraph 3 above stating that this Paragraph 4 shall apply, then for the purpose of meeting the pre-school/nursery and primary educational needs of future residential occupiers of the Site;
 - 4.1 Within six (6) weeks of the date of such written notice and in any event prior to the commencement of works for the construction of a Residential Unit a plan shall be provided to the Council by the Owners showing the precise location of the boundaries of the School Site for the provision of the School and showing the precise boundaries of the School Expansion Land (each in the approximate location identified on the Indicative Masterplan) for approval
 - 4.2 Following the approval of the location of the School Expansion Land, the School Expansion Land shall be reserved as such for the Reservation Period and unless prior to the expiry of the Reservation Period the Council has called for the transfer of the School Expansion Land to the Council (which transfer shall be substantially in accordance with the provisions of the Sixth Schedule where such terms are applicable to the School Expansion Land save, in particular, as to the consideration, which shall be Seventy Two Thousand Pounds (£72,000) (together with any payments in accordance with Clauses 14 and 15) and save for the completion date, which shall be 12 months from the date the Council calls for the transfer) and has completed the transfer of the School Expansion Land within the Reservation Period, then the School Expansion Land shall no longer be required to be reserved as such and the use of the land that comprises the School Expansion Land will then revert to residential use as permitted by the Planning Permission
 - 4.3 Save for the provision of services and drainage for other parts of the Development under the School Site and/or the School Expansion Land, the Owners shall not build upon or use or permit any other person to build upon or use
 - 4.3.1 the School Site otherwise than for the provision of the School and
 - 4.3.2 for the Reservation Period only, the School Expansion Land otherwise than for the extension of the School

- 4.4. The Owners shall construct the School on the School Site in accordance with Schedule Four hereto such that a completion certificate within the meaning of that schedule can be issued on or prior to the 31st May following the date on which the 450 Residential Unit is First Occupied pursuant to the Planning Permission
- 4.5 The Owners shall procure that the entities engaged in the design and construction of the School enter into Collateral Warranties in respect of the School in a form first approved by the Council prior to handover within the meaning of Schedule Five hereto
- 4.6 The Owners hereby acknowledge that should there be a material breach of their obligations under Schedule Four hereto then, save where the breach is not due to the demonstrable fault of the Owners, the Council shall, without prejudice to any other action it shall be entitled to take, have the right to declare a detailed specification for the provision of the School or any part thereof (provided that the detailed specification as declared shall not exceed the details and specifications for the provision of the School or any part thereof herein contained) and from the date thereof the detailed specification or part thereof as declared shall constitute the detailed specification or part thereof in respect of the School
- 4.7 The Owners hereby acknowledge that, save where the delay is not due to the demonstrable fault of the Owners, if
- 4.7.1 the Owners fail to complete the School or any part thereof by the 31st May following the date on which the 450 Residential Unit is First Occupied pursuant to the Planning Permission or
- 4.7.2 the Owners fail to comply with their obligations pursuant to Schedule Four Part I Paragraph xiv
- the Council shall, without prejudice to any other action it shall be entitled to take, have the right to complete the School or part thereof and to charge and recover the evidenced expenses thereof against and from the Owners PROVIDED ALWAYS that nothing in this provision shall prevent the Council without notice to the Owners from carrying out any work or taking such action as the Council considers necessary in the event of an emergency or danger in either event adversely affecting the health and safety of the public and charging and recovering the evidenced cost of such work or action from the Owners

- 4.8 For the avoidance of doubt any costs or expenses referred to in the preceding Paragraphs 4.6 and 4.7 and in Schedule Four Part I Paragraph xiv hereof shall be limited to the cost of
- 4.8.1 any work necessary to declare a detailed specification in accord with Paragraph 4.6 hereof and to complete the School or any part thereof or any work or action as referred to in the preceding Paragraphs 4.6 and 4.7 and in Schedule Four Part I Paragraph xiv
 - 4.8.2 design and supervision charges
 - 4.8.3 internal administration charges and normal overheads
 - 4.8.4 sums payable to statutory undertakers and public utilities
- 4.9 The Owners hereby agree that the owner of the School Site shall transfer the School Site to the Council and the Council hereby agrees to take a transfer of the School Site on the terms set out in the Sixth Schedule hereto to the intent that such transfer shall take place contemporaneously with Handover of the School as referred to in Schedule Four
- 4.10 The Owners shall permit the Council to have access to the School Site (and for the avoidance of doubt the School) at all times during construction of the School
- 4.11 As soon as reasonably practicable and in any event within six (6) weeks of the date of the written notice given under Paragraph 3 above stating that this Paragraph 4 shall apply the First Owner and the Council shall each nominate two architects they consider suitable for appointment in connection with the provision of the School and shall jointly interview the two architects so nominated using their best endeavours in good faith to jointly agree which architect should be appointed
- 4.12 The First Owner shall appoint the architect chosen pursuant to Paragraph 4.11 above as the architect for the provision of the School and shall appoint all contractors and consultants in connection therewith
- 4.13 The First Owner shall procure the production of an indicative design detailed design and detailed specification each consistent with the schedule of accommodation at Paragraph xxi of the Fourth Schedule and the Specification at the Fifth Schedule and to obtain the written approval of the Council to each of them before starting the next design stage
- 4.14 On completion of transfer of the School Site to the Council, the Council shall pay to the First Owner the Primary School Rebate (together with any payments in accordance with Clauses 14 and 15)

- 5 Subject to the notice given under Paragraph 3 above stating that this Paragraph 5 shall apply, then for the purpose of meeting the pre-school/nursery and primary educational needs of future residential occupiers of the Site;
- 5.1 within six (6) weeks of the date of such written notice and in any event prior to the commencement of works for the construction of a Residential Unit a plan shall be provided to the Council by the Owners showing the precise location of the boundaries of the School Site for the provision of the School and showing the precise location of the School Expansion Land (each in the approximate location identified on the Indicative Masterplan) for approval
- 5.2 Following the approval of the location of the School Expansion Land, the School Expansion Land shall be reserved as such for the Reservation Period and unless prior to the expiry of the Reservation Period the Council has called for the transfer of the School Expansion Land to the Council (which transfer shall be substantially in accordance with the provisions of the Sixth Schedule where such terms are applicable to the School Expansion Land save, in particular, as to the consideration, which shall be Seventy Two Thousand Pounds (£72,000) (together with any payments in accordance with Clauses 14 and 15) and save for the completion date, which shall be 12 months from the date the Council calls for the transfer) and has completed the transfer of the School Expansion Land within the Reservation Period, then the School Expansion Land shall no longer be required to be reserved as such and the use of the land that comprises the School Expansion Land will then revert to residential use as permitted by the Planning Permission
- 5.3 Save for the provision of services and drainage for other parts of the Development under the School Site, and/or the School Expansion Land the Owners shall not build upon or use or permit any other person to build upon or use
- 5.3.1 the School Site otherwise than for the provision of the School and
- 5.3.2 for the Reservation Period only, the School Expansion Land otherwise than for the extension of the School
- 5.4 The Owners shall not allow First Occupation of more than 250 Residential Units until such time as the School Site has been offered to be transferred for nil consideration to the Council on terms consistent with its use for the construction and subsequent use of the School as such and in accordance with the provisions of the Sixth Schedule (save for the completion date,

which shall be as set out in this Paragraph), such offer to remain open for at least three months and to provide for the transfer to be completed within six months of acceptance and in, if the Council accepts such offer, the Council agrees to take a transfer of the School Site on the terms set out in the Sixth Schedule (save for the completion date, which shall be as set out in this Paragraph)

5.5 The Primary Education Contribution and the On-Site Pre-School/Nursery Contribution shall be paid to the Council by the Owners for the purposes of construction of the School in the following instalments

5.5.1 25% (together with any payments in accordance with Clauses 14 and 15) on or before the expiry of twelve (12) months following Commencement of Development

5.5.2 25% (together with any payments in accordance with Clauses 14 and 15) on or before the First Occupation of the 50th Residential Unit

5.5.3 25% (together with any payments in accordance with Clauses 14 and 15) on or before the First Occupation of the 100th Residential Unit

5.5.4 25% (together with any payments in accordance with Clauses 14 and 15) on or before the First Occupation of the 350th Residential Unit

Notifications

6 The Owners shall give to the Council written confirmation of the dates on which 50 100 200 250 350 400 450 600 and 700 Residential Units are First Occupied pursuant to the Planning Permission within fourteen (14) days of such occurrences

SECOND SCHEDULE

Bond

THIS DEED is made the day of.....

BETWEEN:

1.(Co. Regn. No.) whose registered office is at
.....("the Bondsman")
2. Gloucestershire County Council of Shire Hall Westgate Street, Gloucester ("the Council")

WHEREAS

1. By a Deed creating planning obligations ("the Main Deed") dated and made by ROBERT HITCHINS LIMITED (1) and BODDINGTON ESTATES LIMITED (2) ("the Parties") the Parties gave certain undertakings to the Council concerning library contributions and education obligations in respect of the development of land at Tewkesbury Road, Twigworth, Gloucestershire
2. By the Main Deed the Parties undertook to procure delivery to the Council of a Bond prior to the Commencement of the Development as defined therein
3. The Bondsman is prepared to undertake with the Council as hereinafter mentioned

NOW THIS DEED WITNESSETH as follows

1. The Bondsman hereby covenants with the Council that if at any time there is a failure to carry out or observe any of the terms conditions and obligations by the Parties contained in the Main Deed (such failure being sufficiently proved for the purposes of this Clause upon the issue of a Certificate of Default to that effect by the Council) it will on demand pay to the Council any sum of money as may be unpaid or obligations not discharged in accordance with the provisions of the Main Deed or any part thereof FOR THE AVOIDANCE OF DOUBT the Bondsman shall make payment to the

Council within ten (10) business days of any Certificate of Default and the parties confirm that this shall not affect the construction of the term "on demand"

2. The Council hereby agrees with the Bondman that

(a) the maximum liability of the Bondsman under this Deed shall not exceed the greater of either the sum of:

- (i) One Hundred and Forty Two Thousand One Hundred Pounds (£142,100) in respect of the Library Contribution;
- (ii) One Million Five Hundred and Sixty Three Thousand Seven Hundred and Fifty Five Pounds (£1,563,755) in respect of the Secondary Education Contribution;
- (iii) Two Million Two Hundred and Sixty One Thousand Nine Hundred and Eighty Two Pounds (£2,261,982) in respect of the Primary Education Contribution; and
- (iv) Three Hundred and Eleven Thousand Eight Hundred and Eighty Pounds (£311,880) in respect of the Off-Site Pre-School/Nursery Contribution
- (v) Three Hundred and Fifty Two Thousand Five Hundred and Sixty Pounds (£352,560) in respect of the On-Site Pre-School/Nursery Contribution
- (vi) Two Hundred and Thirty Eight Thousand One Hundred and Fifty Pounds (£ 238,150) in respect of the Sixth Form Contribution

collectively ("the Basic Bond Sum") OR the Basic Bond Sum multiplied by the variable factor referred to in clause 2(b) hereof

(b) the variable factor shall be the percentage increase in the Library Index/ the Education Index as defined in the Main Deed from the date thereof to the date of last publication before the date hereof

(c) upon receipt of a written request to do so the Head of Legal Services for the time being of the Council shall review the Basic Bond Sum and may thereafter notify the Bondsman of any reduction in such sum as it may in its absolute discretion determine PROVIDED that a written request may only be made if a

reasonable amount of the liabilities of the Parties under the Main Deed have been discharged since the previous review if any

- (d) in the event of such sum payable under the terms of clause 2(a) hereof being reduced in accordance with clause 2(c) hereof then for the purposes of this clause 2 from the date of such notification the reduced sum specified shall be substituted for the Basic Bond Sum

3. Save for any claim made by the Council prior to the expiry date this Bond shall be released and the Bondsman discharged absolutely on the earlier of

- (a) the date on which all obligations other than those of the Council pursuant to the Main Deed have been discharged and the Head of Legal Services for the time being of the Council has confirmed in writing that the same have been discharged, or

- (b) the date being ten (10) years from the date for payment of the last obligations or part thereof as defined in the Main Deed

4. It is not intended that any person shall have a right to enforce the terms of this Bond pursuant to the Contracts (Rights of Third Parties) Act 1999 even if the terms are expressed to be for their benefit nor shall any other such person have a right of veto over any future variations of this Bond

5. Any written demand shall be accepted by the Bondsman as conclusive evidence (and admissible as such) that any sums stated therein are properly due and payable to the Council for the purposes of this Bond

6. If there shall be any bona fide dispute difference of question between the Council and the Bondsman as to the amount payable hereunder or with respect to the construction of effect of the provisions of this Bond or if any event shall happen whereby it becomes impossible or impracticable to implement the provisions for calculating the amount payable hereinbefore contained then and in any such case such dispute difference or question as the case may be as to the amount payable shall be referred for determination by a single arbitrator in accordance with the

provisions of the Arbitration Act 1995 or any statutory enactment in that behalf for the time being in force

7. Any notice to the Bondsman under this Bond shall be in writing and shall be deemed to be sufficiently served if sent to it by registered or recorded delivery post to its registered office and any notice to the Council under this Bond shall be in writing and shall be deemed to be sufficiently served if sent by registered or recorded delivery post to the Council addressed to the Head of Legal Services Gloucestershire County Council Westgate Street Shire Hall Gloucester GL1 2TG
8. It is hereby agreed by the parties hereto that failure by the Council or the Head of Legal Services at any time to enforce the provisions of this Bond or to require performance strictly or otherwise by the Parties of any of the conditions covenants agreements or obligations of the Main Deed or any failure or delay by the Council to exercise any act right or remedy shall not be construed as a waiver of or as creating an estoppel in connection with any such condition covenant agreements or obligation and shall not affect the validity of this Bond or any part thereof or the right of the Council to enforce any provision and any variation of the Main Deed agreed between the Parties and the Council which does not affect the liability of the Bondsman shall not vitiate the remainder of the Main Deed which shall remain in full force and effect subject to such amendment or amendments agreed
9. This Bond shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts

IN WITNESS whereof the parties hereto have caused this Bond to be executed as a Deed the day and year first before written

EXECUTED as a DEED by affixing

THE COMMON SEAL of

In the presence of

Director

Secretary

THE COMMON SEAL of
GLOUCESTERSHIRE COUNTY COUNCIL
was hereunto affixed
In the presence of

Head of Legal Services

THIRD SCHEDULE

Land Ownership

Title Number	Type of Interest	Registered Proprietor	Identifying area
GR298992	Freehold	the First Owner	the Blue Land
GR367399	Freehold	the Second Owner	the Green Land

FOURTH SCHEDULE

School Construction

Part I

The Owners shall comply with the following in providing the School

- i) All requirements of Part III of the Act. Copies of all relevant permissions approvals and certificates shall be provided to the Council on transfer of the School Site
- ii) All construction shall be carried out to meet all the Building Regulations requirements current during the construction of the School. The Department for Education – Advice on Standards for School Premises current during the construction of the School shall be followed where those are set at a higher level standard or requirement than the Building Regulations
- iii) The design shall comply with the guidance and regulations then current in the Department for Education guidance with which a school built by the Council must comply set out below

Building Bulletins

BB100 – Fire

BB101 – Ventilation

BB103 – Area guidelines for mainstream schools

BB94 – Inclusive School Design

BB93 – Acoustic Design of Schools

BB91 – Access for Disabled People to School Buildings: Management and Design

BB90 – Lighting Design for Schools

BB87 – Guidelines for Environmental Design

BB85 – School Grounds: A Guide to Good Practice

BB78 – Security Lighting Crime Prevention on Schools Series

BB75 – Closed Circuit TV Surveillance Systems in Educational Buildings Crime Prevention in Schools Series

BB71 – The Outdoor Classroom

BB69 – Crime Prevention in Schools: Specification, Installation and Maintenance of Intruder Alarm Systems

BB67 – Crime Prevention in Schools: Practical Guidance

Regulatory Information

The Education (School Premises) Regulations 1999

DfES Circular 'The School Premises Regulations'

DfES Constructional Standards

- iv) The Owners will supply to the Council three sets of the design documentation
- v) The School shall be constructed in accordance with the Specification the detailed design and detailed specification (the second and third being as approved pursuant to Paragraph 4.13 of the First Schedule) subject to any amendment thereto as may be requested from time to time by the Owners and as has been agreed in writing by the Council
- vi) The Council's Representative shall be provided with full contract and construction documentation by the Owners, be given access to the School Site at all times during construction of the School and be invited to all contract progress meetings. The function of the Council's Representative shall be to ensure that the standards agreed for design construction and materials are adhered to throughout the construction of the School. For the avoidance of doubt the Council's Representative (or any other servant contractor or agent of the Council given access to the School or the School Site) shall have no role or responsibility in relation to health and safety matters save in respect of his personal conduct to comply with all health and safety requirements pertaining
- vii) For the duration of the construction of the School the Owners shall arrange, at their own cost, for the use and to the reasonable satisfaction of the Council's Representative (or other authorised officer of the Council) of site office accommodation with telephone heating toilet and working and lighting facilities. This may be shared accommodation.
- viii) Defects shall be identified and their rectification monitored in accordance with the procedure at Schedule Four Part II
- ix) The procedure and timescale for handover for the School shall be in accordance with that in Schedule Four Part II

- x) The construction of the School shall only be carried out by the employment of a contractor or sub-contractor approved in writing by the Council
- xi) In the event of the Owners entering into a contract with a contractor or subcontractor they shall do so using the appropriate current Joint Contracts Tribunal 2011 contract terms and conditions or such other form or contract as the Owners considers appropriate given the subject matter of the contract and is approved in writing by the Council
- xii) The Owners shall give the Council at least ten days notice of commencement of works for the construction of the School
- xiii) Reasonable steps shall be taken to ensure that the construction of the School is properly supervised and the Owners will provide stage certificates to the Council as to compliance with the design and Specification on completion of each of the following stages

Completion of the superstructure

On the School being watertight

Completion of all first fixings

Completion of the School

the Council Representative being invited to attend the meetings intended to result in the issue of those stage certificates and for the avoidance of doubt the Owners hereby agrees that in the event that the Council's Representative raises an objection in writing to the issue of a stage certificate in accordance with this clause that certificate will not be issued until that objection has been considered

- xiv) The Owners shall be responsible for the rectification (at their own expense and within a reasonable time limit specified by the Council) of any defects arising in any part of the School (but not caused as a result of damage after Handover) for a period of twelve months from the date of issue of the completion certificate pursuant to Schedule Four Part II Paragraph i and thereafter until the issue of a final certificate pursuant to Schedule Four Part II Paragraph ii
- xv) Four weeks after the date of issue of a completion certificate pursuant to Schedule Four Part II Paragraph i and in any event prior to the expiry of twelve months therefrom the Owners shall provide

five sets of "as built" drawings, site plans, land surveys, capable of showing the School Site at scales from at least 1:500 to 1:2500 identifying site boundaries and dimensions and reference points in paper and electronic form in accordance with BS 1192:2007

full specifications, plans and details of all services and guarantees of materials and installations

- xvi) A programme for the timing for the detailed design construction and handover of the School in accordance with this Agreement shall be submitted to the Council before construction of the School commences. The programme shall be updated by the Owners on a monthly basis with detailed reasons for the failure to meet any target dates, or slippage in the forecast and proposals for recovering any such slippage but for the avoidance of doubt this Paragraph is without prejudice to the Council's right's in accordance with Paragraphs 3.5 and 3.6 of the First Schedule
- xvii) All construction shall be undertaken in accordance with Health and Safety Executive requirements and the Construction (Design and Management) Regulations then current in respect of which the Owners shall be "the Client".
- xviii) For the avoidance of doubt the School will be constructed to be ready for occupation upon handover in so far as the Owners are reasonably able to do so subject to timely performance of the Council and its servants contractors and agents pursuant to Schedule Four Part I Paragraph xx and Schedule Four Part II Paragraph iii
- xix) The Owners are to provide such of the following as are applicable to the School: fixtures and fittings on, in and outside the School including fixed gym equipment, wall bars, line markings, storage facilities, a fully operating kitchen suitable for cooking school meals (including kitchen units), W.C.'s, basins, sinks, showers, floor finishes, window and door furniture, built-in cupboards, blinds, fitted electrical equipment, telephone points, fire fighting equipment, shelving, notice boards, cloakroom fixtures and fittings together with all external works on the School Site including landscaping, external lighting, security measures, gates, paths, cycle path facilities, boundary fences and boundary treatment, all connections to mains services including wiring for voice and data telemetry from the service to the point of use but excluding

telephony and computer installation and commissioning. All Service Media and equipment as provided or supplied by the Owners to be operational at handover

- xx) Interactive electronic white boards, projectors including telephony and computer installation and commissioning and other freestanding equipment will be provided by the Council and fixed by the Owners such fixing to include connection to services
- xxi) The accommodation shall be provided at least to the areas specified in the Schedule of Accommodation annexed to this Agreement
- xxii) All buildings comprised within the School shall be designed, specified and the construction supervised by the Owners engaging a RIBA Architect and such specialist consultants and construction firms as are necessary (to be approved in writing by the Council)
- xxiii) The Council shall be given the room tender sheets and such comments as it may give shall be considered prior to tender documentation being completed

Part II

The Owners will request that the Council

- i) Issue a completion certificate to the Owners upon
 - (aa) completion of the School to the reasonable satisfaction of the Council; and
 - (bb) the delivery to the Council of the Health and Safety file in relation to the School in accordance with the Construction (Design and Management) Regulations
 - (cc) the delivery to the Council of an environmental consultant's certificate in favour of the Council certifying that the School Site is suitable for use (i.e. not contaminated land within the meaning of Part IIA of the Environmental Protection Act 1990) as a site for a primary school in accordance with the terms of this Agreement
- ii) Issue a final certificate to the Owners in respect of the School upon
 - the expiry of twelve months from issue of the completion certificate, and

- the Owners making good to the reasonable satisfaction of the Council such works as may be required pursuant to Schedule Four Part I Paragraph xiv, and
- the Owners having delivered to the Council any additional matters in its possession necessary to be added to the Health and Safety file in relation to the School in accordance with the Construction (Design and Management) Regulations, and
- the Owners having delivered to the Council the items required by Schedule Four Part I Paragraph xv

FIFTH SCHEDULE

Part I

Specification for School



Primary School

Design Brief and

Outline Specification

Section

Contents

- | | |
|---|--|
| 1 | General Design Requirements |
| 2 | Key Design Requirements |
| 3 | The Buildings- interpretation of schedules |
| 4 | The School Site |
| 5 | Outline Specification |

1. GENERAL DESIGN REQUIREMENTS

Gloucestershire County Council encourages good design and welcomes innovation. The provision of school premises that respond well to the educational vision and aspirations of the local authority and individual school is highly valued. GCC wants its school buildings to be:

- well designed and well put together
- aesthetically pleasing
- inspiring
- inclusive
- sustainable
- functioning and performing well
- easily and safely operated and maintained
- cost-effective to run.

School premises can be subject to heavy wear and tear so the use of robust materials and detailing is required. GCC supports the CABE initiative and designers should follow CABE guidance in producing premises development plans.

This brief provides a standard set of references specifying performance required and the standards to be met by all the various places and facilities normally expected in a primary school. It should be read in conjunction with Building Bulletin 103 and the Schedule of Accommodation

Whatever the size of school, the design and scale of the building should take into account the varying needs of the age ranges within it. Because of the great difference in height between Reception pupils and Year 6 pupils and staff it is essential to consider carefully the appropriate height of all provisions including work top height and depth, storage and display, coat pegs and sanitary-ware. This is particularly important in small schools where it is possible for there to be 7 to 11 year old pupils being taught in the same class. Design quality should ensure that appropriate areas are provided which take into account how the school is organised, its identity, ethos and culture and also its own particular needs in terms of access around the buildings and site.

The teaching areas of the school can be organised as a whole but all pupils will require easy access to all facilities, therefore the hall, library and specialist teaching room which are used by all pupils must be located as centrally as possible. These areas should not, however, act as a corridor between teaching areas.

Circulation should be carefully planned. Corridors that provide access from one part of the school to another should be wide enough to allow free movement, especially for the disabled and for TV and computer trolleys.

Bearing the above in mind it is essential that the overall design should allow for:

- maximum floor space to be available for use for learning activities
- learning/teaching spaces in scale and appropriate for the developmental stage of the pupils
- quiet areas

Flexible methods of teaching and learning require a school building that:

- does not undermine feelings of warmth and intimacy
- allow for fluctuation in size of class group (but maximum KS1 group of 30) and pupil population from year to year
- provides for different kinds of activities to be going on at the same time and for groups of different sizes within the class
- provides for individual and independent learning and
- provides for assembly of year groups and the whole school

The building should encourage staff, pupils and the community to create an aesthetically pleasing environment. The selection of colour schemes for the

rooms/areas and the fabrics for curtains, upholstery and flooring are particularly important. It is desirable that the Head teacher should have an input into this, however, the use of colour to aid the visually impaired and other disabled people is vitally important.

A primary school should ideally be an integrated single storey structure, however it is accepted that this may not always be achievable within the constraints of the school site. Key Stage 1 pupils should always be accommodated on the ground floor and very careful consideration of the distribution of spaces across the floors is required if a 2-storey construction is agreed.

The design and landscaping of the school site also plays a significant role in the creation of the right atmosphere and provision of learning resources and should be planned integrally with the school buildings.

Good design will inspire and motivate young people to learn. It will transform how teachers teach and learners learn and ensure that children and parents get access to wider services.

Sustainable design should be at the heart of all building works, not just for large-scale new build and refurbishment projects but also for small school-led building works. Design quality should be achieved by ensuring that the school's overall vision, the implications of the management of the school, key design requirements and environmental issues are all taken into account.

All the mentioned standards and references to Building Bulletins, Building Regulations, and other Standards or Guidance are to include all current amendments and any subsequent revisions

2. KEY DESIGN REQUIREMENTS

Architectural Design

It is expected that the architectural design and interior and exterior environment of a new school will be of the highest standards and quality. It is important that the function of the school is the basis on which its form is developed. The design should be responsive to its context and function and reflect the quality of the school and its importance within its community.

There will need to be a continuous dialogue between architect and client in order to allow the best solution to evolve.

The quality of the school environment is a very significant aspect for pupils, staff and parents and designs should contribute positively to the overall, educational experience. The design should create a stimulating, safe, secure and welcoming environment.

It is expected that the workmanship and materials will reflect the best quality possible within the funding available. The design and specification must seek to minimise disruption to the operation of the school resulting from excessive future

maintenance requirements. With this in mind, materials that are likely to need significant ongoing repair and upkeep must be avoided. Through-colour render and natural timber cladding are preferable to those that require painting or preservative treatments.

Flexibility and Adaptability

School buildings should be flexible to allow for frequent change in the short term and adaptable to allow different curriculum and organisational models to be adopted in the more long-term future. This could be achieved through

- providing the ability to change internal walls without affecting structure/services
- Reducing the amount of fixed furniture and fittings e.g. avoid fixed benching in ICT suite
- Provision of rectangular shaped classrooms to allow easiest supervision and flexibility

Access and Inclusion

All pupils should be able to access the curriculum and physical environment of the school. The design should allow sufficient and appropriate wheelchair access and movement, space for pupil support and mobility aids – educational, therapeutic, social and medical, and layouts should be simple with appropriate use of colour and signage. It is important to provide multi-purpose small group rooms for specialist medical/therapy support, interview room for parents, carers and social services. There should be good acoustics and lighting in a range of sizes of teaching spaces. Accessible toilets and hygiene facilities and larger pupil cubicle with grab rails for ambulant disabled use should be provided.

Whilst the areas in the brief and the specific access requirements outlined assume a reasonable level of inclusion there are other design factors that must be incorporated, particularly in relation to people with sensory impairments.

Circulation

- In busy circulation areas, consideration should be given to door holdbacks connected to the Automatic Fire Detectors that will close an alarm.
- Space should be allowed in all areas for pupils to pass each other. 1.8m is the minimum width, although slightly wider corridors would be better, especially on key elements of the circulation route.
- Any lobby should provide enough space for a wheelchair user to move clear of the first door and its swing before negotiating the second.
- Where double doors are required in any corridor one leaf should always provide a clear minimum opening of 750mm.
- Floor covering should be firm or hard and well fixed.
- Junctions between surfaces should not create a trip hazard and should avoid visual confusion (i.e. by appearing to suggest a step where none exists).
- Any changes in level should be clearly indicated to avoid people falling or losing balance. This can be achieved through the use of colour and tone, changes in texture, lighting and signs.

Doorways

- Clear door openings should be at least 800mm wide.
- Doorframes and doors should be clearly contrasted to help distinguish them from their surroundings.
- Doors should be carefully weighted so as to be easy to open.
- Push button mechanisms may be needed where doors are heavy, and time should be allowed for a slow moving person to pass through.
- Door furniture should be easily gripped and operated, clearly visible and colour contrasted against its background.
- Full height vision panels should be provided to allow young pupils, people using wheelchairs and standing people to see into a space.

Lighting & Colours

- The importance of good lighting and colour contrasting within school buildings and grounds cannot be overstated.
- The lighting installation must take account of the following criteria:
 - Task/Activity lighting
 - Lighting for Visual Amenities
 - Energy Efficiency
 - Capital Cost
 - Lighting Maintenance
 - Architectural Integration
 - Ease of access to change bulbs etc
 - Dust collection by suspended units.
- These criteria will not have equal weight but should be considered to arrive at the best solution.
- Natural lighting should be the prime means of lighting during the daylight hours. A level of not less than 300 lux is required for general work and 500 lux for more demanding tasks. If these levels cannot be provided naturally, supplementary electric lighting will be required.
- Excessive sunlight through south facing windows should be prevented. Windows should be double-glazed with a toughened outer sheet and a laminated inner sheet. Pupils must be able to see out of windows in teaching areas.
- Consideration should be given to the provision of spot lighting to highlight 3D displays.
- Artificial lighting should be designed using daylight (6000K+) lamps throughout the site.
- Lights should be positioned where they do not cause glare, reflection, confusing shadows or pools of light and dark that can be misleading.
- If possible all lighting should be controllable and adjustable to suit the needs of individual pupils.
- Sudden changes in light level should be avoided as this can be disorientating.
- Glare should be avoided wherever possible. Glossy wall and floor coverings give rise to reflections, which can be uncomfortable and cause visual confusion. Up lighting, set above eye level, can be especially helpful in creating a glare free environment.
- Mains frequency fluorescent lighting can create a magnetic field that can cause a hum in hearing aids therefore high frequency fluorescent lighting should be

selected to eliminate this problem.

- Careful selection of contrasting colours can help differentiate parts of the school (e.g. the designation of different floors and specific teaching areas using different colours). Using relatively small areas of strong colour and large areas of light colour tends to make the most efficient use of natural light and lighting.
- In toilet and shower areas shiny ceramic tiles should be avoided, as this can cause confusion for pupils with visual impairment. Fixtures and fittings should contrast in colour and luminance against those, which they are seen (e.g. not white fixtures and fittings against a white background).
- Adequate contrasting is needed between ceilings and walls as people with visual impairment often use the ceiling area for orientation and to identify the space they are in.

Acoustics

- *Acoustic design aims to enable people to hear clearly without distraction. This is achieved by:*
 - determining appropriate background noise levels and reverberation times for the various activities and room types
 - planning the disposition of 'quiet' and 'noisy' spaces; separating them wherever possible by distance, external areas or neutral 'buffer' spaces such as storerooms or corridors
 - using walls, floors and partitions to provide sound insulation
 - optimising the acoustical characteristics by considering the room volume, room shape and the acoustic properties of the room surfaces.
- The architectural planning should take into consideration the acoustic conditions required. Particular problems arise where insulation between spaces needs to be high and where there is a desire to achieve open plan arrangements containing a number of different activities.
- Reference should be made to Building Bulletin 103, and the most recent Building Regulations and design guidance for the recommended maximum background noise levels and minimum sound insulation levels between rooms and activities commonly found in schools.
- Where activities are very diverse in their acoustic requirements, for example library and music provision, they should be positioned well apart. Rooms should be acoustically sound with a good balance of hard and soft surfaces.
- Main power supply cables should be routed away from public spaces to avoid interference with hearing aid users.

Heating and Ventilation

Consultants must take account of the functions of spaces and the activities that they contain, and the type of clothing likely to be worn.

- Wet system radiators, ceiling mounted radiant systems or under floor systems are the preferred method of heating. However if under floor systems are to be used careful consideration must be given to the design, particularly in relation to the visual impact and performance of the overlaying floor covering. Squeaky flooring that flexes significantly when walked upon must be avoided.

- Multi-purpose spaces should have heating equipment capable to adjustment throughout the temperature range, so that the space is kept at a temperature appropriate for the activity. Temperature regulation where provided, should be easy for the teacher to use.
- The heating system should be fitted with controls that are able to adjust the output of the radiators by taking account of any solar or incidental heat gains.
- Consideration should be given to zoning certain areas that may be used outside of normal school hours (e.g. school halls, staff room, head teachers office, ICT, Library).
- Hot water is usually provided by the space heating boilers however using the main boilers to heat water can be very inefficient in the summer. Consideration should therefore be given to point of use water heaters if appropriate and solar panels.
- Guidance on all aspects of heating is given in 'Guidelines for Environmental Design in Schools' (BB87 2nd edition) and BB101 Ventilation in School Buildings.
- Heating appliances should be as quiet as possible, and should be regularly maintained in order to keep noise levels low.
- Wherever possible school buildings should be naturally ventilated. However, supplementary mechanical ventilation may be required in spaces with high functional heat gains, e.g. kitchens, Specialist rooms, Reprographics rooms and/or areas having a high risk of condensation.
- The ventilation system should be designed to ensure that air movement at the occupants' level is at such a temperature and velocity as to ensure comfort.
- Reference should be made to "Guidelines for Environmental Design in Schools (BB87 2nd edition) 1996 section D or successor guidance. Ventilation to ensure that the School Premises Regulations are fully complied with.

ICT

ICT is a fast moving subject that is essential to an effective learning environment and is intrinsic to the new ways of working implied by personalised learning now adopted as Government Policy. It has implications for school design and organisation well beyond the provision of an ICT room. In view of this it is essential that the use of ICT is given careful consideration at the earliest stage of briefing and the advice of experts is sought.

Amongst the questions to be considered are

- Is it envisaged that ICT will be taught in a specialised space or dispersed throughout the school? (In existing schools the infrastructure makes this more likely but in new schools there is a great opportunity to deliver it throughout the school)
- Will wireless technology be employed or will there be more reliance on hard wired data points? (Wireless technology although widely used is currently being questioned as a potential health hazard)
- What provision should there be for server rooms? (These do not appear on the current Schedule of Areas as a discrete space and need to be well located and ventilated)
- Will fixed PCs be used in an ICT base or will laptops be used throughout the school? (If laptops are used there will be implications for storage and

charging of trolleys)

- How will teachers use ITC to prepare lessons and what should the provision be in the staff workspace?
- Will there be electronic registration?
- Is video conferencing a possibility? If so where will this happen?
- How many power points will be needed to support the number of PCs or laptops?
- How will ICT be used in Halls and Studios?
- Will community use of the school impact on ICT, perhaps for adult courses?
- How will laptops, PCs and other pieces of technology be protected from theft?
- Has the effect of glare on monitors been considered? (This may require more blinds, different types of artificial lighting and careful location of rooflights)

Safety

The following items are examples of building elements that have caused safety problems in the past and these must be 'designed out' on new projects:

- Heavy doors that enable fingers and even arms to be trapped. The fitting of finger-guarding devices is important. Areas of high priority are classroom doors; entrances to toilets and toilet cubicle doors
- Lever operated catches that can guillotine small fingers
- Window sills and counters with sharp corners
- Fire extinguishers without alcoves to position them in
- Unfixed high level shelving
- Square edge engineering bricks on protruding external details
- Windows opening out onto circulation paths or play areas. This is very important and must be considered and avoided at the design stage.

The list is not exhaustive so every element of the design should be carefully considered with safety in mind remembering that the buildings are used by very small children.

Security

'Secured by Design' is a principle that must be embraced in the design process for new and refurbished schools in Gloucestershire. As well as providing a safe and secure environment for pupils, staff and visitors a well designed school will reduce the risk of vandalism and malicious damage in future years. In addition, to comply with the requirements outlined below, Gloucestershire Police Architectural Liaison Officers should approve all designs.

Requirements for perimeter fencing and signage have been detailed in the School Site section.

Lines of Sight

It is essential to maintain clear lines of sight around the school site in order to make vandals/intruders feel vulnerable to observation from passers by and neighbouring properties. The following guidelines should be observed in order to achieve this aim:

- Recessed doorways and alcoves must be avoided.
- The administration areas should be positioned so that the main entrance can

be easily observed.

- Ideally the staff room should overlook hard play area(s).
- Classrooms should overlook cycle storage and car parks.
- Planting around the school should be kept to a low level so that lines of sight are not obscured.

External Security Lighting

External lighting is required to illuminate pathways and car parks to enable people to move safely around the school grounds after the hours of darkness. Building Bulletin 78, 'Security Lighting' offers useful guidance.

Roof Heights

Intruders climbing on school roofs can cause considerable damage. In order to minimise these risks on new school sites the following guidelines should be observed:

- Pitch roofs are preferred, however where flat roofs are required a minimum height of three metres above adjacent ground level is required.
- Low eaves must be avoided.
- Roofs should be designed to make unauthorised access very difficult. Guttering and down pipes are commonly used to aid climbing therefore consideration should be given to recessing down pipes in particularly vulnerable areas.

Intruder Alarm System

- Alarm systems must cover all vulnerable areas, have remote signalling facility, be installed by a NACOSS approved contractor and comply with BS5979.
- Sequential verification facility is required.

CCTV System

A CCTV system should be installed as part of the main contract, cameras to cover key areas, and be sited in prominent positions. Externally, coverage of un-overlooked areas, the main entrance and staff car park/cycle storage is required. Internally, a camera should be sited within the main reception area/admin suite. The design of the system should be agreed at an appropriate stage of the project.

Glazing

Glazing should be kept to a minimum in vulnerable areas. In particular glazing in elevations closely abutting the site boundary adjacent to roads and footpaths should be avoided where possible.

Windows must not be externally beaded.

The Main Entrance/Reception Area

- A door entry system is required to the main entrance, which is ideally sited in a draught lobby to protect from vandalism when the school is unoccupied. The lobby offers visitors protection from the elements whilst they identify themselves to school staff.
- Release switches are required in both the main office and at the reception desk.
- The entrance doors should be clearly overlooked by the office and most

importantly the reception desk.

- The reception area should be light and airy. Sufficient space for a visitors' waiting area/seating is required.

External Doors and Windows

Windows

- Louvre windows must not be used.
- All opening windows should be fitted with multi-point non-key operated locking systems.
- Windows should not protrude onto circulation paths when open.
- External beading must not be used.

Doors

- Good quality, robust metal doors are preferred.

Exits

- All exits including designated fire escape routes are to be secure from outside whilst maintaining exit from inside capability. Push pads, push bars, thumb turns or, where appropriate, emergency night latches or split follower locks with key or snib lockback may achieve this.
- Ironmongery must be carefully selected so that it is both robust and easy to use.

Internal Doors

- All doors except those to toilets or stores must have full-length vision panels.

Community Use/Extended Schools Agenda

As part of its commitment to enhancing the role of schools as community hubs, learning centres and resources, the school's design, while meeting the essential requirements for statutory educational provision, should also facilitate alternative uses, primarily out-of-school hours, but by appropriate community organisations.

Location of the semi 'public' spaces such as offices and a Parents/community Room needs to be given careful consideration.

Flexibility of use of large spaces in particular, to maximise their use, will also be required.

Environmental Performance

A new school must meet the very latest construction standards and be fully compliant with all relevant Building Regulations, School Premises Regulations 1999 and all other relevant legislation.

Natural light, good acoustic performance and effective ventilation are crucial, not only in terms of good design and sustainability, but also academic attainment of the building users.

Design should comply with Part L of the building regulations and take account of all aspects of energy consumption within the building. The construction and running of school buildings obviously has environmental impacts as a result of the pollution caused through energy consumption throughout the process.

These impacts should be reduced wherever possible by:

- The building should be orientated to maximise the use of daylight where practicable. This must, however, be carefully designed to use solar gain in winter and avoid over heating in summer.
- Specifying materials that are sustainable and have low embodied energy costs.
- The use of environmentally friendly stains and preservatives for wood finishes.
- Careful sizing of water storage tanks to avoid over provision. Guidance is given in "Guidelines for Environmental Design in School (BB87 2nd edition).
- Ensuring the design takes account of the life cycle costs for operation and maintenance of the building. Guidance is given in "Guidelines for Environmental Design in School (BB87 2nd edition).
- An assessment should be made regarding the thermal mass of the construction and the most appropriate means of heating the structure. The thermal characteristics of the building should meet or exceed Part L of the Building Regulations. Consideration should be given to increasing the levels of insulation and air-tightness where it is cost effective to do so.
- High efficiency gas appliances should be installed wherever mains gas is available. Consideration should be given to the use of biomass boilers if appropriate. Solar panels to heat domestic hot water should always be considered.

3. THE BUILDINGS

INTERPRETATION OF SCHEDULES AND DETAILED DESIGN CONSIDERATIONS

Net area of buildings

The net area of school buildings is made of 5 categories of space: basic teaching area, halls and studios, learning resource areas, staff/administration and storage. The total teaching area in a school comprises classrooms and specialist practical spaces, main halls, small halls and studios and library and small group rooms. A 'float' is recommended to accommodate the individual priorities of each school. Supplementary areas are spaces that are not part of the mainstream accommodation which enhance use by the community, disabled pupils or specialist teaching and are funded through separate means e.g. facilities for 0-3 and wrap around care, nursery facilities for 3-4, specially resourced provision for SEN or disabled, swimming pool, chapel/prayer room, extra community facilities, LA services and health care provision.

Classrooms

A classroom is an enclosed room for every class of usually 30 pupils, providing table and chair space for each pupil, plus facilities for a variety of curriculum activities and teaching resources. A class-base has an opening onto shared teaching areas on one side; however, Gloucestershire County Council has actively promoted the classroom

approach rather than the more open-plan approach of classbases. See Building Bulletin 103 for comprehensive list of activities likely to be accommodated in a classroom.

The rationale for classroom size in Glos primary schools is within Building Bulletin 103 range and based on a balance between smaller classrooms or provision of further practical specialist spaces/small group rooms.

Foundation/Reception Classrooms

A large classroom of 66m² is recommended for Foundation/KS1 Reception classrooms and should be linked to a Nursery if provided. Formalised layouts are not usually necessary and table and chair positions are often not required for a whole class of pupils.

General points to consider for the Foundation/Reception classrooms are:

- ❑ Heating – underfloor heating or low surface temperature radiators should be installed
- ❑ Electrical – Double power points and double IT sockets should be evenly distributed around the room and adjacent to the Interactive Whiteboard and OHP. Appropriate fittings, cabling and conduits etc. should be provided to allow the use of interactive whiteboards. This shall include a double socket outlet to the above, ceiling mounted at approximately three metres from the centre of the whiteboard. As well as containment to enable stereo speakers to be cabled in to the left and right of the white board, an external IP rated electrical socket is required, allowing electrical equipment to be used outside in the Foundation Stage play area without the need for trailing flexes. If a computer laptop “trolley” is used in the school an additional double power points to the above should be sited next to each other in an appropriate location for computers to be used and connected to the trolley. There shall be a dedicated electrical supply suitably protected for the electrical demand of the trolley. The sockets should be sited adjacent to data access points. Cabling is needed to the classrooms as part of the schools ICT facilities. In addition to the data access points for the trolley (that must be linked back to the Server Room), one should be sited in a suitable location for the use of an interactive whiteboard and another two double data points sited adjacent to two of the above electrical sockets. An additional single High-level data point (complete with 13 Amp switched fused spur adjacent) should be fitted for wireless connection.
- ❑ Flooring - The area should be carpeted over $\frac{2}{3}$ of the floor area and the remaining $\frac{1}{3}$ shall be non-slip water-resistant flooring for practical work and surrounding the wet area.
- ❑ Fittings – A ‘wet’ area with two stainless steel sinks and temperature-controlled water supply, drainers with cupboards under and a 2m length of work surface set back against the wall to aid flexible use of the floor area (e.g. no island units), sinks and pipe work should be earth bonded. Splash back tiling around sink to height of 600mm. Sink/work surface height = 650mm. Pin boarding is required all around; final location is to be agreed in discussion with the Head teacher. Doors should be fitted with finger guards to prevent crushing. Areas of high priority are classroom doors, entrances to toilets and

toilet cubicle doors. Space for whiteboard – lower edge 1000mm from floor – location agreed with head teacher. South and Southwest facing windows fitted with dim out blinds. Windows used to prevent reliance on artificial light.

- ❑ Storage - A walk-in or built-in cupboard must be provided for the storage of teachers' materials (see storage section below for further details).
- ❑ Other requirements
 - The Foundation Stage area must have its own toilets and cloaks area and these must be in eye sight lines for teachers and staff. There must be two toilets and washbasins per class in the Foundation area.
 - One cubicle should be large enough to facilitate wheelchair access. Grab rails should be fitted to the cubicle walls either side of the toilet pan.
- ❑ External areas
 - Children should have access to a secure, fenced play area with appropriate play surface. Provision must be made for adequate shade in the form of a covered area that can also be used for outdoor play in more inclement weather conditions. Ideally this canopy should cover an area of at least 50m² and consideration should be given to prevailing winds etc as protection on the sides may be required to improve the quality of the external space.
 - Consideration should be given for the gate to be an electronically controlled type with an interface to the fire alarm to open automatically upon activation for disabled access.
 - Foundation Stage fence height should be one metre. A lockable gate must be provided in the fence to allow evacuation from the play area in the event of an emergency.
 - A lockable tap should be provided in this area.
 - An external socket must be provided in this area (see electrical spec section above)
 - The Foundation Stage area must have a separate entrance for parents and pupils. Doors must be wide enough for disabled access and to allow parents to bring children in buggies or prams.
 - The play store must be accessible from both inside and out and be fitted with double doors for ease of access.

KS1 Infant and KS2 Junior classrooms

Standard classrooms of 60m² are recommended for all other KS1 and KS2 classrooms. Chairs and table positions for each pupil will be necessary and pupils will need to see the whiteboard easily. The older the children, the more formal are the methods of teaching and learning. See below for storage requirements.

General points to consider for KS1 Infant and KS2 Junior classrooms are:

- ❑ Heating – underfloor heating or low surface temperature radiators should be installed
- ❑ Electrical – the following items should be provided in each classroom
 - Eight separate double power points comprising six double sockets evenly distributed around the room with the remaining two points sited adjacent to the Interactive Whiteboard and OHP respectively.

- Appropriate fittings, cabling and conduits etc. should be provided, to allow the use of interactive whiteboards. This shall include an additional one double socket outlet to the above, ceiling mounted at approximately three metres from the centre of the whiteboard, as well as containment to enable stereo speakers to be cabled in to the left and right of the white board.
- An external IP rated electrical socket is required, allowing electrical equipment to be used outside in the Foundation Stage play area without the need for trailing flexes.
- A computer laptop “trolley” may be used in the school. An additional two double power points to the above should therefore be sited next to each other in an appropriate location for computers to be used and connected to the trolley. There shall be a dedicated electrical supply suitably protected for the electrical demand of the trolley. The sockets should be sited adjacent to two data access points.
- Cabling is needed to the classrooms as part of the schools ICT facilities. In addition to the two data access points for the trolley (that must be linked back to the Server Room), one should be sited in a suitable location for the use of an interactive whiteboard and another two double data points sited adjacent to two of the above electrical sockets.
- An additional single High-level data point (complete with 13 Amp switched fused spur adjacent) should be fitted for wireless connection.
- ❑ Flooring - The area should be carpeted over $\frac{2}{3}$ of the floor area and the remaining $\frac{1}{3}$ shall be non-slip water-resistant flooring for practical work and surrounding the wet area.
- ❑ Fittings – the following should be provided
 - Stainless steel sink with temperature-controlled water supply, drainer with cupboards under and approximately 2m length of work surface
 - Sinks and pipe work should be earth bonded.
 - Splash back tiling around sink to height of 600mm.
 - Sink/work surface height - range from 650mm to 750mm according to age.
 - Pin boarding - final location is to be agreed in discussion with the Head teacher.
 - Doors should be fitted with finger guards to prevent crushing. Areas of high priority are classroom doors, entrances to toilets and toilet cubicle doors.
 - Space for whiteboard – lower edge 1000mm from floor – location agreed with head teacher
 - South and Southwest facing windows fitted with dim out blinds.

Storage - A walk-in or built-in cupboard must be provided for the storage of teachers' materials. See Storage (Teaching) for further details.

General points to consider for all classrooms are:

- ❑ Classrooms should be simple rectangular, uncluttered spaces with sink/wet area and direct access to cloaks and the outside play area.
- ❑ Classrooms should be self-contained with doors. The doors to each classroom

should be fitted with a vision panel.

- ❑ Classrooms will be used for a wide variety of activities and groupings during the school day, including whole class, large and small groups and individual activities, either working independently or supported by the class teacher, classroom assistants, learning support workers or volunteers.
- ❑ Children, particularly the younger pupils will undertake many of the quieter activities sitting on the floor rather than using furniture.
- ❑ It is important not to over-provide fixed furniture as the amount and positioning of fixed furniture and services (heating units, power points etc) are crucial to the flexibility needed in use of the teaching areas.
- ❑ Furniture, sill heights and fittings etc should be appropriate and in scale with the age of the children.
- ❑ The arrangement of spaces within the classroom needs to provide for good visibility and supervision. The need for children to achieve some seclusion and for teachers to define areas of activity can also be achieved by careful choice of loose furniture.
- ❑ Finishes need to be chosen for their sound absorbing qualities as well as for appearance and robustness. Small areas of a different finish are to be avoided.
- ❑ In larger schools a clear separation between KS1 and KS2 can help give form to the school and reinforce the pupils progression through the school.
- ❑ In larger schools it is appropriate to put the same age groups in pairs although linking them directly could limit flexibility.

SPECIALIST PRACTICAL SPACE

Most science, DT and art activities can take place in large classrooms but Specialist Practical spaces are enclosed rooms fitted with specialist equipment that is difficult, costly or impractical to provide in each classroom. These rooms will be shared by a number of classes. If a Specialist Practical Space is provided consideration should be given to its location and the school's ability to supervise such a space within the school.

Food/Science/DT/Art

This room will be used for teaching various curriculum elements in a flexible way; therefore the fittings need to provide as much flexibility as possible. At least 4m² will be required in the Specialist Practical Space for a cooker to be situated for small group use.

General points to consider for the food/science/DT/art room are:

- ❑ Automatic Fire Detector should be fitted with rising rate heat detector in this area.
- ❑ Lighting - IP rated luminaries should be considered
- ❑ Heating - If under floor heating is not used, all radiators (and pipe work) must be of a low surface temperature (refer to School Premises Regulations).
- ❑ Electrical - Two cooker points are required. A design load of 32 Amps should be allowed for electric cookers. A single power point is required below the work surface for the fridge. There should be a further six double power points in the room, one of which should be sited next to a one double data network outlet. A 'gas watch' type control system should be fitted to the gas

appliances. An additional single data point sited at high level (complete with a 13 Amp fused spur sited adjacent) for wireless connection. RCD Protection should be considered for electrical circuits in this area.

- ❑ Flooring - The floor should be non-slip water-resistant flooring; where walls and floors meet should ideally be rounded so no dirt can gather.
- ❑ Fittings - One wall should feature a length of work surface (height 750mm) with both cupboards under and with spaces under to allow the storage of equipment trolleys. Spaces are required for an electric cooker and fridge. A stainless steel sink and drainer with hot & cold (mains) water is required. This should have a tiled splash back of a contrasting colour to the walls. A small wash hand basin is also required.
- ❑ Ventilation - The room should be afforded a high degree of natural ventilation. If this cannot be achieved, mechanical ventilation should be provided.

ICT

A separate room for ICT may not be fully used in small schools unless there is some flexibility regarding its use, therefore space for a separate ICT suite is not provided in primary schools less than 1FE (7 classes). Larger schools may prefer a separate space where all or half a class can use the computers. It is important for the school's preferred approach to be determined early in the briefing process.

General points to consider for the ICT area are:

- Fixed data outlets and double socket outlets to be provided via dado trunking to suit the class size numbers
- High level data point and power outlet for wireless use
- Glare from windows, rooflights and electric lighting to be considered
- Ventilation; mechanical extract or cooling may be required

HALLS

Halls and studios are unfurnished spaces with high ceilings suitable for PE and dance.

Main Hall

The main hall will be used for a variety of purposes during, after and out of school hours. The key ones are listed below with some particular issues to consider:

- ❑ Assemblies; focal point, possible use of piano and sound system, acoustics for large groups
- ❑ Music; as for assemblies, acoustics for smaller groups
- ❑ Physical Education; wall mounted apparatus, good ventilation, safety, robust ceiling finish
- ❑ Films and performances; flexible stage/performance area, dim-out or blackout, lighting controls, fixing for stage lighting
- ❑ Dining; acoustics, storage of chairs and tables, adjacent to kitchen/serverly
- ❑ Community use; independent heating, access to toilets, no access to rest of school

General points to consider for the main hall are:

- ❑ Location - key but not necessarily a centrally placed feature of the school.

Direct access to an outside hard paved area is desirable as this can act as an overspill dining area in good weather.

- ❑ Appearance - in keeping with all school provision, hall should be an attractive, inviting place for any activities where a large space is needed
- ❑ Shape - Rectangular with no projections around perimeter and no fitted furniture
- ❑ Circulation - No circulation through the hall
- ❑ Heating system - appropriate to various uses; if under floor heating is not used, all radiators (and pipe work) must be of a low surface temperature (refer to School Premises Regulations), should be flush with walls and should not be sited immediately behind climbing frames when these are folded flat against the wall. Care should be taken in the location of heating outlets to allow good clear wall space for display material, storage of equipment and OHP screens. Independent controls are needed for heating the hall because of the variety of activities taking place there (e.g. pupils' PE, parent meetings/community use etc.).
- ❑ Electrical - High and low level power and IT outlets without trunking comprising four double 13amp power points, well distributed and flush fitted to the walls, RCDs to be installed in hall and other areas, two TV/VHF/FM aerial outlet sockets sited at opposite ends of the hall, three double data points each with a 13 Amp double-switched socket fitted adjacent, a single data point complete with a single socket outlet should be fitted at high level in the hall for wireless provision. A protective guard should protect exit signage and electrical accessories. Provision should be made for a projection screen and an OHP and high-level speakers. Containment for wiring should be chased into walls, back to an appropriate location.
- ❑ Lighting - consideration should be given to future maintenance. Provision for lighting to stage areas should be made, all lights are to be kept above the minimum height of six metres and be suitable for sports use, secondary lighting and illuminated exit signs are to be installed to comply with the Local Government (Miscellaneous Provisions) Act 1982, exit signs should be fixed so that they are not likely to be obscured by curtains around doorways.
- ❑ Flooring - sprung floor/cushion floor
- ❑ Acoustics - Particular attention must be given to the acoustics of this area, as it will serve as a focal point for school assemblies, concerts, dramatic presentations and dining and also cater for work involving physical education, movement and drama. There should be acoustic separation from teaching or staff spaces and a hearing loop or similar type of system should be fitted. *(Refer to BB93)*
- ❑ Ventilation - Windows should be of appropriate size and design to provide good ventilation and adequate natural light. Windows to floor level should be avoided and high-level roof windows solely are not suitable. Winding gear should not project into the hall. Windows should be in the vertical plane only and their design such that dim-out blinds can be fitted easily and enhance the appearance and acoustics of the hall. Blinds must be provided from the main contract budget.
- ❑ Ceiling height - minimum of 4.5m over whole of floor area for halls less than 180sqm and 6 metres for halls 180sqm and above to meet Sport England specification.

- ❑ Fittings - It is essential that there should be two clear areas of wall for fixing PE climbing frames. It is important to consult the Specialist Adviser over the purchase of suitable apparatus and its location and installation.
- ❑ Full dim out blinds are required to the main hall

LEARNING RESOURCE AREAS

A Learning Resource Area is a space used for informal learning and shared by the whole school.

Library Resource Centre

The library should be centrally situated adjacent to the ICT suite if provided as a separate room. It will be used to display and store books and other resource materials such as maps, DVDs and CD-ROMs, to be used by all the pupils in the school. However larger schools may choose to have one library or two, with one for each Key Stage. This may lead to some duplication of resources and staff but may provide more accessible and appropriate resources. It will also be used for work with small groups of children who will usually work under the supervision of an adult.

General points to consider for the library resource centre are:

- ❑ Location - The library requires a central location perhaps adjacent to the reception area and separated by a glazed partition. Sufficient floor space must be free of circulation to allow a small library study area to be maintained where pupils can sit quietly and read in comfort. Clear lengths of wall must be available to take runs of library shelving and display space for children's work and teaching aids. It is important to consider window heights in this space to ensure that maximum wall storage can be achieved.
- ❑ Flooring - The room should be fully carpeted throughout
- ❑ Electrical – Three double power points and double IT outlets are required plus an additional single high-level data point (complete with a switched fused spur adjacent) for wireless connection.

Small SENco Room and Small Group Rooms

Small group rooms provide withdrawal or 'breakout' space for groups of children working with an adult. The room can be used for quiet or noisy work, independent study, music composition, and reading or for special needs. These rooms usually provide an enclosed space for small groups of between 4 – 6 pupils with a teaching assistant, peripatetic teacher, counsellor etc or for independent work by pupils.

In small schools one group room is provided which should ideally be centrally located but in larger schools where there is more than one group room, they should be dispersed throughout the school for ease of access from classrooms. There may be a need for more small group rooms in schools with a high number of pupils on the SEN register and this could be accommodated if other teaching areas are adjusted accordingly or more open areas off circulation routes are considered. All rooms should have natural light and ventilation and be fully carpeted.

The larger room of 12m² will provide office space for the SENCo. It needs careful designing, in order to provide a separate office space (perhaps an "L" shaped room would be suitable) and should be located close to the Reception classes.

General points to consider for the SENco and small group rooms are:

- ❑ Heating - If under floor heating is not used, all radiators (and pipe work) must be of a low surface temperature (refer to School Premises Regulations).
- ❑ Electrical - Each room requires three double sockets, and two double data network outlet linked back to the server room.
- ❑ Flooring - The rooms should be carpeted throughout.

NON-TEACHING AREAS

The total non-teaching areas in a school comprise staff and admin and storage space.

Staff and Administration

Staff and Admin areas include offices, secure reception area, reprographics area, medical inspection room and staff room. It may include an Interview/meeting room, caretaker's office and sick bay if not provided elsewhere in the school.

Head Teacher's Office

The Head Teacher's office should be in a central location near the main entrance next to the General Office. It should be sited to simplify movements to, and give good visual and physical involvement in, any part of the school. It should be located so that the secretary can manage access by visitors and parents to the Head teacher and should have its own door and not be solely accessed via the General Office.

The shape of the Head Teacher's office should allow for easy chairs and a table as well as a desk. An area of 12sqm should be provided for a HT office in schools of 1FE or less and this increases to 15sqm for larger schools.

General points to consider for the head teacher's office are:

- ❑ Electrical - Five double power points are required. Two double sockets are to be located immediately adjacent to two double data network access point, sited in a suitable location.
- ❑ Flooring - The room should be fully carpeted and soundproofed for confidentiality.
- ❑ Fittings - Pin boarding is required for display.
- ❑ Blinds must be provided to windows and door vision panels to improve security and privacy

Staff room

The staff room provides both a work and social space used by staff at break times and as a meeting room. It should be centrally located close to the other administrative areas in the building and comprise both a social space with easy chairs separated in some way from an area for work preparation.

General points to consider for the staff social space are:

- ❑ Electrical - Two double sockets are required in the kitchenette area, at worktop level to accommodate a fridge and dishwasher, as well as a microwave etc. An instant hot water dispenser should be provided.
- ❑ Flooring - The room should be carpeted throughout apart from an area around the sink, which should have a non-slip water-resistant surface.
- ❑ Fittings - A stainless steel sink and drainer unit is required at adult height with

hot and cold (mains) water, tiled splash back and cupboards under. A length of laminated worktop is required next to the sink unit with space and plumbing below to accommodate a refrigerator and a dishwasher. Wall mounted cupboards should be provided. Pin boarding is required for display. A section of a wall should be devoted to shelving for a staff library and some personal storage facilities should also be provided.

- ❑ Ventilation - It is particularly important that air can be changed quickly in this room, preferably by adequate natural ventilation.

General points to consider for the staff workspace are:

- ❑ Circulation - The staff workspace may be linked by an internal door to the main staff room space, if provided as a separate room, but should also be accessible from the corridor.
- ❑ Electrical – Six double power points and six double IT data points are required which should be fitted in a length of trunking above a fitted worktop. An additional high-level data point for wireless connection will be required with adjacent power outlet.
- ❑ Flooring – This part of the room should be carpeted throughout.
- ❑ Fittings - The fitted workbench should be at a height of 700mm and should be approximately 800 mm wide. Pin boarding is required to one wall and adjustable spur shelving is required on another wall for the storage of curriculum and reference materials
- ❑ Blinds must be provided to windows to improve security and privacy.

General Office

The Secretary's work area will be the obvious first point of contact for parents and other visitors to the school therefore the general office must be located to allow control of access to the rest of the school through a secure lobby. It should be adjacent to the Head's office by the main entrance to the school. The work area will be a separate office with an associated reception area outside. See also Entrance/Reception below.

The office will provide space for administrative staff and storage of confidential records etc. The office must also accommodate a discrete sick bay area so that poorly children can rest and be observed by office staff. Area for a small 'camp type' bed is therefore required. This could be partially screened from the office entrance by a low wall.

See also 'Sick Bay' and Reprographics below.

General points to consider for the general office are:

- ❑ Telephone - A telephone network system is required with a handset in each teaching space.
- ❑ Electrical – Three double power points and three double data points are required. The reception desk must have an IT and phone outlet and one double socket provided. A panic button connected to the alarm system should be connected to the reception desk. A hearing loop system should be provided at the Reception desk. Further advice on this can be sought from the RNID Education Solutions Consultant (www.rnid.org.uk)

- ❑ Flooring - The office should be carpeted throughout.
- ❑ Fittings - There should be a built-in 2-level counter/reception desk at 900mm/600mm in height and approx. 1500mm in width with a lockable cupboard. This should be situated close to the window through to the reception area. The school letterbox should be located with access to this room. It is suggested that the box is metal lined and is easily accessible by the secretary. A release button/handset for the door entry system must be located at the reception desk. The reception desk and office staff must have a clear line of sight to the main access controlled doors to the school. A small area of pin boarding is required.
- ❑ Blinds must be provided to windows to improve security and privacy.

'Sick Bay'

A 'Sick Bay' is a small area near to the Reception and General office for pupils who are ill and waiting to be collected. It is different from a Medical Inspection room. For convenience and particularly in small schools, an area of 3m² is included within the general office but this should be a separately identified space.

Entrance /Reception

The main entrance to the school for visitors, staff and community use, which is part of the circulation space, should be obvious from the visitor entry points to the school site. There should be a welcoming waiting area with easy chairs and display space but it should also be secure, with access to the rest of the school controlled by office staff. It will not be a general entry point for children. The area ranges from 3 - 6sqm according to the size of the school.

Reprographics

Reprographic facilities should be positioned in a central and convenient area for admin and teaching staff to access them easily. Reprographics facilities should not be positioned in circulation space and only in the general office or other enclosed space with adequate ventilation. An area of 4sqm is required for all schools irrespective of size.

This room will house the school photocopier and other office equipment. It should therefore have an opening window to aid natural ventilation. Mechanical ventilation is required if the designer considers it necessary.

General points to consider for Reprographics area are:

- ❑ Electrical - The room shall have double power and data points connected to the ICT network
- ❑ Flooring - The room should be carpeted throughout.
- ❑ Blinds must be provided to windows to improve security and privacy.

SEN/Therapy/MI

One room of 9sqm is required for all schools irrespective of size. This will be a multi-purpose room used primarily by visiting therapists/specialists or other support for pupils with SEN and disabilities, servicing incontinent pupils and pupils requiring physiotherapy and will also be used for administering first aid and doubling as a

small group room. It should be located close to the main office and preferably not an internal space without natural light and ventilation.

General points to consider for SEN/Therapy room are:

- ☐ *Electricity – Two double power and two double data points are required.*
- ☐ *Flooring - The floor should be non-slip water-resistant flooring.*
- ☐ *Fittings - A washbasin with hot and cold water (mains) is required. This should be 900mm high so that children can reach into the sink. A large wall-mounted mirror is needed for use in association with medical checks and a wall-fixed lockable cupboard for first-aid materials.*
- ☐ *Blinds must be provided to windows and door vision panels to improve security and privacy.*

STORAGE (TEACHING)

Teaching storage comprises full height lockable storage, specialist walk-in stores, indoor and outdoor PE equipment storage. Defined teaching storage is important to avoid compromising teaching spaces; therefore each classroom base (including those in Early Years) should have its own dedicated store. The store should be fitted with floor to ceiling 600mm wide shelving and a lockable door. There should be a minimum of four adjustable shelves.

Class storage – Reception

The smaller the children, the larger the play equipment is so 3sqm of storage is required for each class of Reception pupils.

Class Storage - Infant and Junior

1.5sqm of classroom storage is required in each of the other classes. Walk-in stores in classrooms are generally considered poor use of space due to the need for circulation space so wall cupboards with adjustable shelving recessed into classroom walls give best use of space.

Specialist Stores

A specialist store is a walk-in storeroom for shared curriculum resources and at least 2 storerooms of 6sqm are required in any school. They should be accessible from a corridor, have 600mm wide adjustable wooden shelves on a fixed timber frame. The 4 or 5 shelves should be robust and the room requires some air movement or ventilation.

General points to consider for specialist stores are:

- ☐ **Lighting** - These stores should be artificially illuminated.
- ☐ **Electricity** - One double power point is required in each store.
- ☐ **Security** - Door must be fitted with a key operated lock.

PE Store

Indoor PE equipment storage should be provided with double doors opening on the long side of the main hall. A store for outdoor PE and sports equipment such as goalposts etc is also needed either combined with the hall storage or separately. 12 - 15sqm is required for small schools and 18sqm for schools of 5 classes or more, with the assumption that if more than one class is timetabled for PE, different equipment

would be used. A minimum of 10% of the area of the hall should be hall storage. There should be wide shelving on one wall, with the bottom shelf minimum height of 1m. The shelving should be fixed timber frame shelving and the shelves should be slatted and appropriately spaced.

General points to consider for PE store are:

- Circulation - The PE Store should lead directly from the hall and ideally have external access to the playground.
- Flooring and finishes - A durable wall finish such as painted block work is required in this area and the floor should be vinyl.
- Fire precautions - Double doors should be provided with one hour's fire resistance.

STORAGE (NON-TEACHING)

Non-teaching storage comprises secure storage, pupils' personal belongings, central storage for equipment for disabled pupils, storage for maintenance equipment, chair and table store. There may also be a need for separate storage for community use.

Central Stock

The central stock room must be located in close proximity to the administrative area of the school with good access for deliveries. As this room may also be used to store valuables and possibly to recharge laptop computers overnight it should therefore be afforded a high degree of security. The area ranges from 6 – 12sqm according to the size of the school.

General points to consider for central stock store are:

- Fittings - Two full lengths of wall (one longest and one shortest length) should be fitted with robust floor to ceiling wooden shelving (not slatted) for the storage of a range of goods and materials. This should be fixed timber frame shelving. There should be a minimum of four 600mm shelves.
- Security - the room should have no windows and the door must be solid core and fitted with a deadlocking mechanism
- Electrical - Additional power supplies for the charging of laptop computers should be fitted, rated at 32 Amp and terminate in two double sockets. One double socket on adjacent wall should be fitted.

Cloakrooms/Lunchboxes

Coat and bag racks may be located inside Reception classrooms but should be located outside other classrooms near outside doors to the playground. Cloakrooms are best not associated with toilet areas. Cloak areas should be provided in a manner that avoids congestion at arrival and departure times and allows for close supervision. This may be achieved by associating cloak areas with classrooms (which are the assembly and departure points for most pupils at the beginning and end of the day). Consideration should be given to dispersing cloaks near to entrances by ideally associating a cloak area with each pair of classrooms. The total area for the cloaks area ranges from 8 - 56sqm and increases incrementally in line with the size of the school.

General points to consider for cloakrooms/lunchbox area are:

- ❑ Fittings - There needs to be space for 30 hooks, bench seating and shelving. A shelf some 400mm deep should be mounted above the pegs (200mm) for accommodating sports bags/lunch boxes. The height should be appropriate to the age of the pupils using the cloaks. If the cloaks are not within a recess, high shelving should have end stops. Seating should be provided under all pegs. An under-bench storage system could be provided for pupils bags, shoes etc.
- ❑ Heating - Heating should not be located near the shelving and lunch boxes should not be stored near heating
- ❑ Security of cloaks and lunchboxes etc if unsupervised outside classrooms
- ❑ Ventilation of damp clothes

Chairs/Staging/Community

A chair, table and stage store is required directly off the Main Hall. It may also be used to store wheelchairs and other appliances.

The area, which includes storage for community use, ranges from 16 – 28sqm according to the size of the school.

General points to consider for chair/staging/community store are:

- ❑ If appropriate, further separate storage for community use e.g. lockers and long term equipment storage and additional resources store for after school/holiday clubs if run by separate providers etc may be required.
- ❑ Finishes and flooring – painted screed/vinyl floor and a durable wall finish such as painted block work is required in this area.
- ❑ Electrical – one single switched and two double 13 Amp sockets should be provided for re-charging electric wheelchairs and other equipment overnight.
- ❑ Fire precautions - Double doors with at least one hour's fire resistance should be provided.
- ❑ Consideration should be given to school drama stage productions and stage lighting controls. The store may be a suitable location for the lighting controls to be sited.
- ❑ Community store - Should be fitted with floor to ceiling shelving and key operated lock to door. There should be a minimum of four 600mm wide adjustable shelves.

Caretaker's Store

A 6sqm store for caretaker's equipment and materials plus clothes storage and workstation is required for all schools irrespective of size. In smaller schools this will double as the cleaner's store. As much as possible of the length of one of the longer walls will be required for storage of materials and machinery.

General points to consider for caretaker's store are:

- ❑ Fittings - Shelving should be fitted and the lowest shelf should be 450mm deep set at a height of 1350mm to enable machinery to be stored below. As the shelving may be required to hold heavy boxes or canisters they should be fixed timber frame shelving. Two shelves 300mm deep should then be fixed at 375mm intervals above. Any further shelving should be fixed at 300mm deep at 300mm intervals above. A bucket sink (450mm x 200mm x 200mm),

with bucket stand to be approximately 450mm from floor level, should be provided. Hot and cold water supply is necessary with taps located at a suitable height for bucket to be filled without difficulty. On the shorter wall, a length of worktop is required at a height of 900mm.

- Electrical - Double sockets and data points should be provided.

Cleaner's Store

No cleaner's store is provided in smaller schools. In larger schools the area ranges from 1.5 – 4.5sqm according to the size of the school. In larger schools it may be appropriate to have separate cleaner's stores dispersed throughout school for ease of access.

General points to consider for cleaner's stores are:

- Fittings - Lockable cupboards of approximately 2m² are required to store cleaning equipment and materials as necessary. Two adjustable spur shelves should be fitted on one wall, at a height of 1000 mm and 1500 mm. A bucket sink is required in one of these rooms.

NON-NET AREAS

The non-net area of school buildings comprises 5 categories of space: Catering/kitchen facilities, Toilets and personal care, Circulation, Plant, Area of internal walls.

CATERING FACILITIES

A kitchen area includes facilities for preparing food and drink and washing up afterwards. This area will vary depending on the type of preparation system in place in each school or proposed for a new school. Some schools have no kitchen facilities for hot meals, while others act as a catering/distribution kitchen providing a number of surrounding schools with hot meals. A servery is the area taken up by food cabinets, tray returns, tills and area for catering staff to serve food.

Kitchen/Servery

In line with the Government's national policy development, all new primary schools in Gloucestershire will have fully functioning kitchens where hot, fresh food can be prepared and cooked on site.

Consideration will need to be given to whether the school serves others in the area therefore the type of kitchen required should be established early in the briefing process.

In Gloucestershire there is a requirement for a roller shutter serving hatch to the Main Hall/dining room but not necessarily a separate Servery.

General points to consider for Kitchen/Servery are:

- The Kitchen/Servery must be located next to the main school hall, which will be used for dining.
- The detailed brief for the kitchen facilities should be worked up in conjunction with GCC School Catering Adviser and should include a servery

- space (potentially via hatch arrangement into hall)
- ❑ Adequate facilities and area for safely preparing and cooking food
- ❑ Facilities for catering staff, including changing areas, toilets and a chef's office
- ❑ Refrigerated and freezer cabinets or rooms plus areas for storing, preparing and cooking food and washing up
- ❑ Separate facilities for storing cleaning materials in accordance with COSHH regulations
- ❑ Separate secure storage for dry goods
- ❑ Adequate circulation for deliveries and refuse collection. The kitchen facilities will have a separate external access point (within the school grounds) and vehicular access to afford deliveries of provisions.

TOILETS AND PERSONAL CARE

Toilets and personal care should include pupil toilets, staff toilets, accessible toilets and specialist hygiene room and may also include facilities for community use and particular religious requirements. Provision of pupil toilets should be at least one toilet for every 20 pupils aged 5 – 11 rounded up to the next whole even number and at least one for every 10 children (or FT equivalent) aged under 5. The number of washbasins should match the number of sanitary fittings in each washroom. The plumbing and pipe work in all toilets should be boxed in.

Reception toilets

Reception toilets should be located directly off the classroom. Separate boys and girls toilets are not necessary but there should be separate cubicles. Fittings should be appropriate for the size and age of the pupils and easily supervised.

Other pupil toilets

Infant toilets should be located close to the classroom. Separate boys and girls toilets are not necessary. Junior pupils need separate boys and girls toilets. Up to 2/3 of the fittings in boy's toilets may be urinals.

General points to consider for pupil toilets are:

- ❑ Toilets should be dispersed in groups and situated so as to afford easy access and supervision. One cubicle in each block (both boys and girls) should be wide enough to facilitate wheelchair access. This cubicle should also be fitted with grab rails.
- ❑ Low heat hand driers should be fitted.
- ❑ Fixtures and fittings should contrast in colour and luminance against those, which they are seen (e.g. no white fixtures and fittings against a white background).
- ❑ Electronic urinal flush controller should be fitted if waterless urinals are not used
- ❑ One group is to be readily accessible from the playground area so that the pupils do not have to come through the school at playtimes.
- ❑ Where girls and boys toilets are adjacent, doors providing access should be reasonably spread from one another. Partitions should be adult size and the doors pinch proof.
- ❑ Flooring - non-slip water-resistant flooring is required with welded seams and

skirting. A drainage gully should be provided in each toilet to facilitate easy cleaning.

- ❑ *Fittings - Soap dispensers (one to every two basins) and a mirror should be provided in each area. Toilet roll holders must be provided to every toilet.*
- ❑ Other considerations - Windows are required to provide natural ventilation. Mechanical ventilation is also required. Drinking fountains (one for each year group) should be adjacent to but not in the toilet areas and placed out of a line of main circulation. There should be non-slip water-resistant floor covering around it. Ideally, at least one drinking fountain should be located to afford easy access from the playground at break & lunchtime.

Accessible and Hygiene Facilities

Accessible toilets need to be provided for disabled pupils, staff or visitors and should be located centrally and could count towards staff provision. A slightly larger toilet cubicle with grab rails should be considered for ambulant, disabled pupils/staff.

A specialist hygiene room should contain a shower, sluice, toilet, changing trolley, fixed or mobile hoist and space for assistants.

The area of the accessible toilet and hygiene facility should meet the requirements and recommendations set out in Building Bulletin 103 or guidance.

It will need to be large enough to accommodate the person who uses a wheelchair, the wheelchair itself, two able bodied assistants.

Staff toilets

Two toilets are required for the first 25 full-time equivalent members of staff and another for every further 25 (not including catering staff).

Staff toilets need to be located centrally and close to the staff room. Staff toilets will also be used by adult visitors, community and kitchen staff. In small schools it may be an option for one of the two toilets to be unisex.

General points to consider for staff toilets (Male and Female) are:

- ❑ The number of wash basins should match the number of WCs
- ❑ Mirrors and shelf units should be provided
- ❑ Coat pegs are required at adult height.
- ❑ Waterless or Urinal flush system installed
- ❑ Paper towel dispensers and toilet roll holders are required
- ❑ Hand dryer (electric) with variable heat control not to exceed 42°

4. THE SCHOOL SITE

General Requirements and Considerations

The school site and external areas should follow the guidance and meet the recommended and minimum site areas referred to in Building Bulletin 103.

External Environment

The external environment should be designed to form part of the total learning environment. It should offer a framework of landform, soft and hard features, which will form a major stimulus to be used by the entire school community.

The landscape should form an attractive setting for the school buildings, having regard for the surrounding environment. Account should be taken not only of views from outside the site and within but also those views as seen from inside the building.

The external environment should provide for a variety of uses for all users of the school. Obvious conflicting activities must be kept separate while in selected locations provision for future changes of use may need to be accommodated.

The school grounds should provide learning opportunities across the whole curriculum (e.g. PE, art, unstructured play, science etc).

The soft landscape design should aim to create a strong landscape structure that defines spaces, screens or directs views and provides vistas. Planting should offer shelter and shade, filter dust and noise, provide varied habitats and green corridors. Opportunities should be taken to bring clumps of planting close to the school building so it is possible to view from within or near the school buildings. These areas of planting can also be used to break up areas close to the building into a variety of different sized spaces.

There should be awareness of the intensity and robustness of subsequent use in relation to the location and design of placed areas, there should also be an emphasis on design for low maintenance.

Care should be exercised with the width, shape, edge details and choice of appropriate plants for shrub borders, so that they thrive amid intense use and will not require harsh pruning in future to keep them within bounds.

Trees should be planted at appropriate distances from buildings, boundaries, roads, paths, services, etc.

The structure planting should generally reflect the landscape of the surrounding areas incorporating indigenous, quick growing and robust trees, under storey shrubs and ground cover.

Wherever possible bands, copses, wider belts of planting and hedges should link together to form a continuous wildlife corridor.

The soft landscape design should provide planting offering a good variety of colour, texture, size, shape and scent in bud, bark, leaf and flower as well as overall size and shape.

If an area is being provided where the children have the opportunity to be involved in planting and growing things, some of the beds should be brick built, raised beds, allowing children who use wheelchairs to join in with the activities.

Assessment of Existing Features

It is essential that a survey of the school site and its existing landscape and conservation value should be made before any design work on the new school commences, which might alter the existing site.

Wherever possible, within the constraints of the brief, features identified as worthy of conservation should be incorporated into any proposals to be retained being given adequate protection during building work to ensure survival in a healthy state. Features such as mature trees, hedgerows, woodland and scrub, wildflower meadows and any boggy areas or water features should be fenced off during the construction phase.

Development of the Site

The site development plan should be established in outline form at an early stage of the design process having regard to the survey. The plan can form the basis of future external resource planning on the site and also form a future management plan.

If there are any significant variations in level between the building and the playing field these must be identified at an early stage to ensure there is safe and easy access from the building to the playing field/recreation area.

Sites should be developed as appropriate to include the requirements and considerations as outlined in the following sections.

Vehicular Access

Although not exhaustive designers should consider the following issues relating to road layout and car parking spaces

- Safe access for pedestrians and cyclists with segregation of vehicles, cyclists and pedestrians
- Out-of-hours use by community
- An access road as close as possible to the front door and a ramp approach for deliveries of school stock, to boiler room, collection of refuse and for the disabled should be provided.
- The road should not be the main entrance to the site for pupils nor should it be adjacent to the playground area. Turning facilities and drop-off area for large vehicles e.g. coaches and emergency vehicles should be provided minimising danger to pupils.
- The playground should be connected by tarmac access to the main vehicular entrance to the school since the school playground may provide occasional use as an overflow car park. Lockable bollards to allow the school to control vehicular access to this area should be provided.
- Where a footpath is required, consultation should take place to agree selection of materials for its construction.
- Provision must be made for the access of maintenance machinery to the playing field and an opening of at least three metres is required. This should be located away from playgrounds, paths, and pedestrian access routes. If possible, this should be independent of access to the school buildings.

Car Parking

Parking is not provided for parents but spaces for cars for use by staff and visitors are required in line with planning requirements, normally on a ratio of 1 space per full-time equivalent member of staff. CCTV should be considered to this area.

A dedicated disabled parking space immediately adjacent to a footpath with a lowered curb is also required (see DfES document 'Access for Disabled People to School Buildings', June 1995).

The car park area must be lit for use during the hours of darkness. Careful consideration should be given to the type of lighting used to ensure that it is not intrusive in appearance or impact to neighbouring properties. The area should be artificially illuminated for evening use to a minimum of 5-lux min to 15-lux average.

Bin Store

A solid walled bin store fitted with full height lockable gate and mesh cover to protect against birds, litter and vandalism must be provided. It is best sited near the kitchen in the car park area for refuse collection vehicle access.

Cycle Storage

Provision must be made for the secure storage of cycles. It is important that the storage area (or areas, depending on school layout) is overlooked, but not easily accessible to passers by. CCTV should be considered for this area.

Stands must be provided for pupils and staff in line with planning guidelines. Provide space for additional stands should they be required at a later date.

Signage

In addition to a signboard directing visitors to the main entrance the following signs must be provided:

- *A school name sign, which must clearly display the school name and the blue Gloucestershire County Council Corporate logo. The sign should have minimum dimensions of 1500mm x 750mm and be fixed to metal posts.*
- *'No Trespass' signs.*
- *Two smaller signs each with the following text should be provided and fixed in prominent positions:*

PRIVATE PROPERTY

Trespassing on school premises is a criminal offence.

Gloucestershire County Council will not hesitate to bring proceedings under Section 547 of the Education Act 1996.

THE MAXIMUM PENALTY FOR THIS OFFENCE IS A FINE OF £500.

Perimeter Fencing

The whole school site boundary must be enclosed with 1.8m high fencing. This should be steel weld mesh.

Vehicle and pedestrian gates must be of the same height of adjacent fencing, lockable and designed with vertical rather than horizontal supports to make climbing difficult.

A gate should be provided for groundsman's access.

Pedestrian Access and Circulation

The entrances for pupils, staff and visitors need to be easily recognised by everyone arriving at the school. They should be located to suit the school layout and road and path network. A signboard directing visitors to the main entrance is required. Pupil access will not normally be through the main entrance but should be segregated and gated as appropriate.

Specially designated footpaths are required to the playgrounds for assembly of pupils before entering the school building.

Children should have ease of access to the outside so external doors from teaching areas should be provided wherever possible together with associated paths.

A covered area is required outside the Early Years and Nursery areas where parents with pushchairs/prams can gather and wait for their children.

Access paths within the site should be anticipated and accommodated. Particular attention should be paid to junctions and the avoidance of corner cutting.

Pathways should be wide enough for two pushchairs to pass with ease and facilitate use by the disabled. With this in mind, main access footpaths to playgrounds etc used by parents to pick up their children must be at least three metres wide. Low post & rail fencing is often successfully used to prevent corner cutting and the subsequent damage to planting.

Opportunities should be taken to increase the educational resource value of paths and paved areas by, for instance, exploiting the geometry of junctions or using paving patterns to illustrate different textures, shapes, angles, tessellations etc.

The needs of the disabled must be fully accommodated with regard to access throughout the site.

Access and circulation areas should be artificially illuminated for evening use to a level of 5-lux minimum and 15-lux average.

Shade

As part of the overall design and layout of the site the provision of shade around the school is important. In relation to hard play areas shade could be provided by using a combination of the building shadow and tree shadow for appropriate levels of

shade at different times of day but freestanding structures should also be provided as part of the landscape contract. Provision of these shade areas could be associated with areas of seating

Playground/Recreation Area

A southern aspect is preferred for the playground/recreation area to facilitate summer and winter use. Wherever possible playgrounds should be located so that any areas to be grassed which flank them are not less than four metres wide, although they may be sited against a boundary provided it does not separate the school from residential development or a highway.

It is undesirable to earmark areas for planting adjacent to playgrounds where they are likely to fail due to foot traffic, ball games etc. Locations for areas of grass and shrubs should only be decided following consultation.

Banks around playgrounds should have a fall no greater than 1:4 and be constructed to give a flat area of at least two metres wide between the playground and the bank. Appropriate playground markings are required.

The provision of seating should be explored. Seating can be provided in a variety of ways and in a variety of spaces from formal seating bays to small hidden niche, every site should have the potential for a range of seating opportunities. Walls, planters, amphitheatres and steps might all provide informal seating and the width and height of walls and steps should anticipate this use in places, and should be designed in scale with the potential users. Care should be taken in the choice of seating materials as for example; tar seeping from railway sleepers is not acceptable.

Access may be required for occasional use as an "overflow car park". Where there is more than one playground the larger area will be used for this purpose. Litterbins are to be provided and fixed in appropriate positions on the site.

Grassed and Planted Areas

Topsoil (defined as the first 150mm only) should be stripped from the entire area of both the proposed building works and the contractor's compounds and circulation areas.

The amount that will be required later on for backfilling around the building for lawns (150mm depth) and planting beds (450mm depth) should be calculated and stacked in heaps in agreed locations. Surplus topsoil should not be removed without consultation.

School Surrounds

Areas designed for grass or planting must be left 150mm (for areas to be grassed) and 500mm (for those to be planted) below the finished level of adjacent paved and tarmac areas, etc and clear of all debris. Topsoil will be back filled to the appropriate depths when building work is complete.

A wild Habitat area should be located at design layout stage and may later contain a biology pool.

A natural adventure playground could be created with mounds, tree trunks or grassed areas.

Playing Field

In preparing a sketch layout to determine the relative positions of the buildings and the playing field, architects should consult the School Grounds Officers. Falls of more than 1:60 in any direction are not acceptable across the length of playing fields.

An outside tap should be provided for use by groundsmen, for marking pitches and certain maintenance work.

5. OUTLINE SPECIFICATION CONTENTS

- 5.1 Outline Building Specification**
- 5.2 Outline Structural Specification**
- 5.3 Outline Underground Drainage Specification**
- 5.4 Outline Mechanical & Electrical Services**

5.1 OUTLINE BUILDING SPECIFICATION

5.1.1 General:

All design and specification to comply with Building Bulletin 103.

All works to comply with latest Building Regulations.

All materials to comply with latest British Standards.

All materials to be stored and fixed according to manufacturer's recommendations.

Material samples to be produced by the contractor for inspection and approval by the client's agent.

The Green Guide to Specification to be used as a guide to materials specification, 'A' ratings to be achieved where possible

5.1.2 Substructure:

Strip topsoil and excavate.

Geotextile sheet – Terram or similar.

Foundations and fill to engineer's specification and detail.

5.1.3 Superstructure:

Ground Floor:

Suspended or ground bearing slab to engineer's detail

Screed to suit type of slab and under-floor heating if used

Steel or Timber frame:

To engineer's details.

External Wall Construction: to suit planning, environmental and structural solution. Typical construction a combination of

Outer leaf:

- a) 102.5mm external facing brick FL quality, natural sand mortar (1:1: 6 cement: lime: sand) joint detail as specified
- b) 100mm external blockwork prepared to receive proprietary through coloured render installed to manufacturer's recommendations (Sto Render or similar) with stainless steel bell cast and angle beads.
- c) Timber or sheet cladding on sheathing fixed to timber studding

Inner leaf:

100mm or 140mm medium dense concrete block min strength 7N/mm²

Accessories/sundry items for external walls:

Bed joint reinforcement as required.

Proprietary clear plastic weep holes for all applications.

Full fill cavity wall insulation, min 150mm, Rockwool batts or similar.

Stainless steel wall ties for all applications in external masonry and stud walls.

Movement joints with coloured sealant – Flexcell or similar.

Damp proof course – Hyload by Ruberoid or similar.

Where ground levels require, a proprietary self adhesive tanking membrane to be used.

Vapour barriers of appropriate type and position for stud walls

Precast concrete threshold blocks.

Windows and Curtain Walling

Material and finish to be agreed depending on planning application

Double-glazed sealed glazing units with 4mm toughened safety glass to internal pane and 6mm laminated safety glass to external pane. External pane to be low emissivity glass. Unit to be argon filled.

Ironmongery – lockable handles, child safety restrictors.

All windows to have trickle vents as required for building regulations.

Opening casements at high level to have automatic window controls

Rooflights

Polycarbonate domed roof lights or similar approved. Double glazed, with insulated up stands. Automatic opening devices.

Metal Louvres

To detail as required. Polyester powder coated aluminium with integral insect mesh, dampers, insulation etc.

External Doors

Material of door and frame to be agreed depending on planning application

Construction to be robust to prevent break in.

Ironmongery - Lever lock and internal thumb turn, suited locks.
Automatic opener to front door, and power assisted opening to other pupil entrances all DDA Compliant.

Roof:

Structure: to Engineers detail:

Covering:

- a) Pitched or sloping roofs; material to suit planning application typically standing seam metal or concrete tiles
- b) Flat or low pitched roofs; EPMD Single ply membrane – Sarnafil or similar with insulation, vapour control layer etc on plywood sheathing. Allow for all flashings, trimmings and capping at abutments, ridge, eaves and soffit.

Internal Walls and Partitions

All internal walls and partitions to meet acoustic requirements of Building Bulletin 103, structural solution and thermal mass as appropriate

If blockwork then typically 215, 140, & 100mm dense concrete block work with a 20kg block weight limit

Precast lintels above doors and screens in masonry.

Stud partitions where appropriate to be robust, multi-layered and insulated

Internal Glazed Screens: Hardwood frames and architraves with 10mm toughened, safety glazing. Fire resistant – Pyrodur or similar - where required.

Sliding folding acoustic partitions: Timber veneer finish, to meet relevant BB sound reduction requirements – e.g. Becker/London Wall or similar

Skirtings – 150mmx19mm painted softwood, square edge top profile, except in vinyl areas where integral with floor finish. Boxed skirting to take insulated heating pipes if required

Internal Doors and Frames:

Interior door sets: solid core doors – Leaderflush Shapland or similar with hardwood veneer finish. Matching hardwood frame and architraves.

Fire doors - 30min fire resistant with intumescent seals and smoke seals as required.

Vision panels: 250x1450mm – DDA compliant.

Ironmongery; Plastic coated, steel core - Hewi or similar, one colour with matching accessories

Door Closers with hold open devices to corridor doors, linked to fire alarm.

Finger guards to all doors – e.g. Lorient Architectural seals Ref IS9050 (over the hinge) and IS9070 Medium duty to both sides of door.

Electric release to inner door to entrance lobby, with power assisted DDA compliant operation

5.1.4 Internal Finishes:

Wall Finishes

13mm gypsum plaster to blockwork.

Skim finish to plasterboard.

Emulsion paint to plaster surfaces, allow multiple coats for strong colours.

Acoustic panels where necessary – Ecophon or similar.

Paint finish on fairface block to plant room and external stores.

Ceramic tiling to internal areas - splash backs to sinks, whbs, full height around shower – Coloured range to approval.

Hygienic wall finish to kitchen, design & tech room – Altro Whiterock extruded board or similar.

All painted joinery shall be primed, 2 coats undercoat and 2 coats water based gloss.

Service Ducts: 50mm framing, plasterboard and skim, packed with insulation where necessary with access panels

Floor finishes:

T&G battened timber flooring with resilient rubber pads to hall – Tarkett Somer Ltd.

Carpet to corridors, classrooms & offices, broadloom - JHS Banff or similar. Allow for 6no. colour ways and patterns to corridors

Linoleum to classrooms, DT & Store rooms – Marmoleum by Forbo Nairn or similar approved - 1/3 of KS1 classrooms floor area and around sinks in KS2. Allow for 5no. colour ways and curved edge.

Non-slip vinyl Forbo Nairn or similar approved to kitchen, wcs and shower room.

Barrier matting to entrances & exits in classrooms, corridors, entrance lobby- Heckmondwicke or similar.

Non-slip floor paint to plant and external PE Store.

Allow for all accessories, trims etc.

Ceiling finishes:

Mixture of solid and suspended to suit acoustic, lighting and architectural solution to individual spaces with appropriate trims and accessories

Kitchen, hygienic suspended tile system or plasterboard

Access panels in plasterboard ceilings and service ducts as required.

Plasterboard ceilings to be painted.

5.1.5 Fittings:

Reception desk with large sliding glazed screen – hardwood veneer plywood with inlaid desktop linoleum, DDA compliant.

Vertical louvre blinds to all teaching areas, staff room and offices.

Robust dim out blinds with automatic controls to Main and Small Hall.

Roller shutter to kitchen hatch electronically operated 30min fire shutter linked to main fire alarm system with manual over-ride.

Full Preparation kitchen:

a) Commercial kitchen fittings: stainless steel, sinks, benches, all 700mmm wide with 30mm rear up stand.

b) Equipment/white goods as agreed with kitchen specialist

Staff kitchenette, Early Years kitchen & Cleaner's store – Ellis Concept heavy-duty range or similar.

Cloaks areas for pupils Metal coat hooks on backboard, timber shelf and benching

Pupil Sinks and Worktops

Reception: adult height s/s sink with 1.8m run worktop, cupboards with doors under and 1no. wall cupboard and low level built in Belfast sink. Ellis Concept heavy-duty range or similar.

KS1: child height s/s sink with 1.8m run worktop, cupboards with doors under and 1no. wall cupboard. Ellis Concept heavy-duty range or similar.

KS2: 1no. s/s sink and drainer, cupboards with doors under and one wall cupboard. Ellis Concept heavy-duty range or similar.

Coat Hooks to Staffroom, MI, toilets

Fittings to Design and Technology Room. Cookers, sinks, worktops as agreed

Notice boards. Location and size to be agreed

Mirrors to all WC's & Disabled WC/Shower.

Signs on all doors

Internal and external signage.

Adjustable shelving to all stores self finished brackets uprights and shelves

Portable Fire Extinguishers. As agreed with fire officer

Wall safe – Chubb or similar.

Chilled mains fed water dispensers

Interactive Whiteboards and projector stands supplied by GCC fitted by contractor.

5.1.6 Services:

Sanitary installations

WC's: reception, infant and junior, staff and visitor: Low flush back to wall adult height- Ifo Cera ES4 from Green Building Store Height: 400mm. Flush: 4.5 litre

Urinals: Waterless urinal with porcelain bowl- Airflush Urinal System from Green Building Store- No cartridges/oils needed. Integral low watt fan
Exposed pipework to be boxed in.

Whb's: Pupil toilets, staff, visitor, servery - Portman 40cm from Armitage Shanks with, one tap hole (left or right), no chainstay hole, plughole, overflow

Taps: Pupil toilets, Staff & visitor: 1no. tap with spray and push time flow with a single blended supply – max 40°C - Dart Valley: D219 Push Tap; D204 Push Tap; D199 Low Pressure Push Tap; Guarantee: 2 years.

Kitchen, MI, servery: 2no. taps: hot and cold with spray and push time flow and lever operation.

Cleaners sink - vitreous china- Armitage Shanks or similar

Doc M pack plus WC – Armitage Shanks or similar

Shower unit and hinged seat.

WC cubicles – Armitage Venesta Genesis or similar – age appropriate size

IPS system to rear of all wcs and whbs

Fittings Soap dispenser, toilet roll holders, paper towel dispensers, shower rail and curtain robust rustproof design and fixing to approval

Rainwater Goods

Rainwater gutters and down pipes aluminium or galvanised steel to detail, sized as appropriate for water run off to include all fittings and connections.

Internal rainwater pipes – uPVC to suit drainage system with access to allow easy maintenance

Water butts or other approved water storage for irrigation

Above Ground Soil and Waste

Upvc soil and ventilating pipes, fittings and accessories to BS 4514

Upvc water pipes and fittings to BS 5255

Upvc waste traps to BS 3943

Floor drain for shower

Miscellaneous items as required for M & E Specification.

Solar Collectors if part of environmental strategy.

Wind Turrets. Monodraft

Display meters of energy consumption for educational use.

5.1.7 External Works:

Multi Use Games Area; tarmac surface with thermoplastic markings. Robust weld mesh fencing all round 2.0m high.

Infant and Junior hard play areas – tarmac surface generally with Astroturf, brick and concrete paving slab features; line painting for play features.

Reception and Early Years play areas: Proprietary soft play surface on compacted base 80mm thick – Easifall or similar. (Surface water drainage to all hard play areas connected to surface water system across site)

Access road and car parking – permeable paving with concrete edgings, white lining for parking bays including disabled.

Footpaths – resin bound paving or similar.

Raised planting beds for educational use

Seating areas for different age children

Soft landscaping as required by planning authority including semi mature trees and wild life area, with first year's maintenance.

Football pitch appropriate size and level with land drainage for winter use and appropriate build up of topsoil and turf. Pitch markings

Informal Grassed Areas land drainage, topsoil and seed

Secure fencing to site boundaries 1.8m high weld mesh.

Fencing to non-secure areas Metal railings 1.6m high.

Entrance and other access gates - various types for vehicles and pedestrians sizes and style to suit fence and location - robust, rustproof, lockable with hold open bolts.

Shaded Areas for outdoor play Separate covered areas for Early Years and Reception. Separate shaded areas for Infants and Juniors

Bin store brick with lockable gates.

Bicycle racks for pupils and staff to suit planning requirements.

Bench seats to parents waiting area.

Litter bins around site including cigarette disposal at main gate.

MH covers to accept surrounding paving material.

Entrance signs Robust, weather proof, free-standing signs to Main and any secondary site entrances to GCC approval

Entrance Canopy purpose designed structure for protecting waiting parents

5.2. OUTLINE STRUCTURAL SPECIFICATION

5.2.1 Ground Conditions

The ground conditions are unknown at the time of writing this outline specification. An appropriate site investigation will be necessary before a structural solution can be proposed

5.2.2 Design Criteria

Design Life of the structure is assumed at 60 years. Steelwork life to first maintenance 15 years minimum. where exposed or accessible.

Routine maintenance will be subject to manufacturer's recommendations.

5.2.3 Imposed Wind Loads

Wind loads are to be calculated in accordance with BS6399 Part 2: 1997 using the standard method.

5.2.4 Characteristic Dead Loads (kN/m²)

Characteristic Dead load allowances will be made according to the materials proposed for the buildings.

5.2.5 Characteristic Live Loads (kN/m²)

Roof (kN/m²)

Imposed load in accordance with BS6399 Part 3	0.6 kN/m ²
Plant areas	7.5 kN/m ²
Maintenance access areas	1.5 kN/m ²

Suspended Ground Floor Slab (kN/m²)

Classrooms	3.0 kN/m ²
Library/ICT	4.0 kN/m ²
Corridors/ circulation areas	4.0 kN/m ²
Halls	5.0 kN/m ²
Plant room	7.5kN/m ²

5.2.6 Characteristics Service Loads (kN/m²)

Roof (kN/m²)

General services	0.25 kN/m ²
Corridor service zones	0.40 kN/m ²
Ceiling	0.15 kN/m ²

NB A sprinkler system may be required and should be allowed for

5.2.7 Codes of Practice and British Standards to be Adhered to in the Design

BS 5950 Part 1: 2000 Structural use of Steel in Buildings

BS 5628 Part 1: 1992
 Part 2: 1995
 Part 3: 1985
 Structural use of Masonry

BS 6399 Part 1: 1996
 Part 2: 1997
 Part 3: 1988
 Loadings for Buildings

BS 8004 Foundations

BS 8110 Part 1: 1997
 Parts 2 & 3: 1985
 Structural Use of Concrete

BS 8500 Concrete – Complementary British Standard to BS EN 206-1

The Building Regulations 2000 Approved documents including amendments

Note: All the above mentioned standards are to include all current amendments and revisions.

This list is not exhaustive and other relevant British Standards and Code of Practice should be applied where appropriate.

5.2.8 Construction tolerances Concrete works

All construction tolerances are to satisfy the National Structural Concrete Specification (NSCS) and current British Standards, two exceptions to the values in the NSCS are:

Floor Slabs – Level	NSCS section 7.6	Clarification on tolerance
Any point under a 3m straight edge	+/- 10mm	For all slabs to receive a directly applied finish the tolerance shall be +/-5mm over a 3m straight edge as BS 5606: 1990 Guide to accuracy in buildings. NSCS for all other slabs
Cast-in Sockets	NSCS section 7.11	Clarification on tolerance
Vertically	+ 25mm - 5mm	As required by steel contractor
Horizontally	+/- 5mm	As required by steel contractor

5.3.0 OUTLINE UNDERGROUND DRAINAGE SPECIFICATION

5.3.1 General:

The outline drainage specification below should be read in conjunction with all relevant architect's and engineer's drawings and planning conditions.

The planning conditions are not known but it is anticipated that they might include

- Foul water sewers to be designed and constructed in accordance with the 5th edition (or any later version) of Sewers for Adoption and will be adopted under S104 of the Water Industry Act by the local drainage authority
- The wide spread use of small scale infiltration measures with overflows to the sewer net work

All drainage and utility works shall be in accordance with all relevant British Standards, statutory regulations and manufacturers recommendations

5.3.2 Foul Water:

Foul water will be collected from the school and discharged into the public sewer via the designated manhole

5.3.3 Surface Water:

Surface water collected from the roofs and hardstandings will be subject to source control measures in line with any SUDS requirements of the planning conditions.

Storage of rainwater for irrigation purposes will be a requirement.

5.3.4 Land Drainage:

The construction of the sports pitches and hard surface games courts will be such as to prevent waterlogging in normal conditions throughout the year.

5.4. OUTLINE MECHANICAL & ELECTRICAL SPECIFICATION

DESIGN CONCEPT

The design concept and considerations for the engineering services should be:

- Good quality internal environment
- Simple, robust and user friendly systems
- Low Energy and capital costs
- Minimum CO₂ emissions and Global Warming Potential substances

5.4.1 Rainwater and Above Ground Soil and Waste

SYSTEM DESCRIPTION

The soil and waste system will connect from appliances to a socket in the slab by others. All above ground pipework will be UPVC and where practical concealed with access for maintenance.

The complete system shall be designed in accordance with BS EN 12056-2 2000 Gravity drainage systems inside buildings. Sanitary pipework, layout and calculation, for the design of sanitary pipework.

Refer to Building Regulations, Approved Document H Drainage and Waste disposal.

All rainwater pipework will connect to roof outlets as indicated on the Architect's drawings. The system down pipes will connect into a storage system to allow for re-use for the irrigation of planting.

5.4.2 Hot and Cold water

INCOMING MAINS COLD WATER

The local water authority will make a connection into the existing town's distribution system at the perimeter of the site for connections for the new school building and existing sports centre. New water meters will be provided in access chambers at the site boundary. Mains cold water will be extended from the water meter location buried below ground in blue MDPE pipework. New mains cold water supplies will be provided including a stop valve, double check valve, isolation valve and drain cock. The new service will distribute from the services plantroom.

The mains cold water serving the hot water installation shall be sub-metered.

MAINS COLD WATER SERVICE (MCW)

The mains cold water service will connect to all potable appliances and sanitary fittings as required throughout the building.

TANKED COLD WATER (CWS)

The incoming MCW shall provide a connection to a packaged break tank and booster set to serve external watering points to supplement the rainwater collection systems.

SPRINKLER SYSTEM

This is a requirement in all new schools unless a risk assessment shows it to be unnecessary. A sprinkler system and associated storage tanks and pumps shall be provided to meet current standards with a layout showing how this will be incorporated into the school

HOT WATER SERVICE (HWS)

Hot water will be provided by means of a centralised calorifier served via a solar collector installation, and supplemented by the LTHW boiler installation. The hot water installation shall include a secondary pumped circuit to maintain the temperature within the main. The hot water shall be blended to all outlets that can be accessed by pupils or members of the public to prevent scalding.

GAS SUPPLY

The local gas transportation company (GTC) will make a connection into the existing gas distribution network at the perimeter of the site and for new connections for the new school building. The pipework will be distributed externally below ground in yellow MDPE pipework with fusion welded joints, the distribution will generally be around the perimeter for connections to serve the new building. Firewatch valves shall be used within the Food Technology area and within the Main Kitchens

GENERAL

All exposed hot and cold pipework and fittings will be painted.

Final connections to wash hand basins will be installed with a combined service valve

and flow restrictor.

Final connections to sinks and WC's will be installed with a service valve.

Urinals will be of the air flush type.

DESIGN CRITERIA

All design criteria used in the preparation of calculations, drawings etc will be taken from the current edition of the CIBSE Guides and DCSF Building Bulletin 103 :

Domestic hot water service flow temperature 60 degC, blended to 43 degC where required.

The flow restrictors will be set to the following rates

Wash hand basins	6 l/mi
Classroom sinks	6l/min
WCs	N/A

CONTROL REQUIREMENTS

The hot water system will be controlled from an integral thermostat. A thermostat will be mounted in the calorifier to control the temperature of the water within it.

5.4.3 Low Temperature Hot water heating

SYSTEM DESCRIPTION

The school will be heated by a system determined by the M&E consultant. A typical provision would be a combination of:

- 1 a radiator system fed from high efficiency gas fired condensing boilers located in the plantroom.
- 2 an under floor system also fed from the high efficiency gas fired boilers in the plantroom with the system split into zones and fed from manifolds located around the building.

In addition to the above, the entrance lobbies will be served via overdoor air curtains utilising the LTHW distribution circuit.

Pipework distribution will be in the ceiling voids and in floor trenches as necessary. The heating circuits shall be zoned and monitored to allow out of hours use of the Halls and other spaces by community groups.

DESIGN PARAMETERS

All design criteria used in the preparation of calculations, drawings etc, have been taken from the current edition of the CIBSE Guide: Volume A, B & C unless specifically described below.

Type of heating : LTHW heating steel panel low surface temperature radiators and under floor heating.

Plant operating temperature for LTHW heating system: 80 deg C flow: 60 deg C return, with set down to 45C for under floor heating.

External Design Temperature Winter: -4 deg C

Internal Design Temperature: 18 deg C

CONTROL REQUIREMENTS

A BMS control system will be installed to monitor and control the plant of a type approved by GCC.

Wiring:

All mechanical services electrical requirements will be undertaken by the electrical contractor.

All power wiring and control wiring to the mechanical and controls equipment will be supplied and installed by the electrical contractor.

Final connections for power and controls wiring to mechanical equipment will be carried out by the electrical contractor.

A 13A switched connection unit will be supplied by the electrical contractor adjacent to all items of mechanical plant. Final connections from the fused connection unit to the mechanical plant will be by the electrical contractor.

The contractor shall include for fitting of all sensors, together with all control valves.

All temperature sensors will be supplied and installed by the contractor, cableways and wiring to temperature sensors will be provided by the electrical contractor.

Formal verbal instruction will be given to the M & E Engineer on site in addition to a full written document on operation and maintenance, with record drawings provided for inclusion in the contractors overall submission, operation and maintenance manuals and 'record drawings'.

The whole installation work will be carried out strictly in accordance with BS7671 (the 16th Edition of the Regulations for the Electrical Equipment to Buildings) and the standards laid down by the National Inspection Council for Electrical Installation Contractors.

The equipment detailed therein will be the minimum required for successful systems operation. Where additional sensors, wiring, controls, relays etc are required to give the specified mode of operation, these will be included by the contractor.

WIRING DIAGRAMS

The contractor shall prepare wiring diagrams, which, when completed will be forwarded to the M & E Engineer for comment.

Wiring diagrams will be produced in sufficient time to enable the wiring to be implemented within the overall contract programme.

No manufacture of equipment of equipment shall commence until comment has been made in writing by the M & E Engineer.

SUPERVISION AND COMMISSIONING OF AUTOMATIC CONTROLS

When notified the installation is complete the M & E Engineer shall visit site to witness commissioning of the controls equipment.

No change in control sensor position shown on the drawings will be made without prior agreement of the M & E Engineer.

The controls specialist shall supply a folder containing four copies of the following:

Complete operating instructions for the controls system for inclusion within the overall O & M Manuals.

5.4.4 Ventilation

SYSTEM DESCRIPTION

The school will be ventilated by a combination of 3 system types. Extract ventilation will be provided as detailed on the tender drawings.

Natural Ventilation

The school will be designed to make maximum use of natural ventilation by using a combination of high and low level openings, wind catcher type of units, trickle vents and ventilating rooflights. Where possible control will be automatic to control temperature and Co2 levels.

Night cooling will be provided by the operation of the automated openings at night, taking advantage of the cooler ambient temperatures and exposed mass of the structure.

Mixed Mode Ventilation

Where ventilation by natural means is not possible (deep plan areas and stores) extract ventilation will be provided to maintain ventilation rates as BB101.

Supply and Extract Ventilation

Where it is not possible to effectively ventilate spaces by mixed mode or natural means a full fresh air system will be installed. This will be in deep plan and high occupancy areas such as the main hall, and ancillary areas.

DESIGN PARAMETER

Ventilation will be in accordance with CIBSE Guides, Building Regulations, Building Bulletin 101 and manufacturers guidance.

5.4.5 Electrical Services

SYSTEM DESCRIPTION

Incoming Supply

A new supply will be provided from the local LV network via an underground cable to terminate in the plant room. The supply will be three phase. Metering equipment will be provided in the plant room.

It is anticipated that a single point of metering will be required.

LV Distribution

A main distribution panel, utilizing moulded case circuit breakers will be provided in the plant room. This will be complete with integral isolating switch rated at 200A TP&N. A glazed framed LV distribution Schematic, size to be A1, will be provided adjacent to the main distribution panel within the Plant Room.

This will provide the means of distribution control throughout the school building. Sub distribution boards will be provided where appropriate.

Additional metering facilities will be provided to each sub distribution board. This metering equipment will be located adjacent to the main distribution panel in the plant room.

All sub distribution boards will be of Merlin Gerin Ltd manufacture, or similar approved, complete with lockable doors, integral isolators and outgoing miniature circuit breakers. All spare ways will be complete with miniature circuit breakers of types and ratings as shown in the relevant schedule.

Sub distribution boards will be wall mounted with the topside at 1800mm above finished floor level. A glazed framed circuit chart, size to be A4, will be provided adjacent to each distribution board.

New sub main circuits will be provided to suit the final circuit sub distribution layout. Sub main cables will be carried out in LSF/SWA/LSF cables installed on galvanized steel cable trays. The proposed routes will be as shown on the drawings. Cable tray will be suspended on steel drop rods suspended from the roof construction.

All power supplies will be terminated into an integral isolator or a control panel.

The electrical services sub-contractor will make allowance for co-ordination with the mechanical services contractor, and preparation of full co-ordination drawings.

Systems of Wiring

The electrical installation will be as a flush installation and installed within ceiling and roof voids. Cables dropping to wall mounted accessories will be enclosed in steel conduit. In other areas, the installation will be flushed in walls and installed above suspended grid ceiling voids.

Final circuits for lighting and power will be wired using single core LSF insulated copper conductor cables, within the steel conduit and galvanised steel trunking. No cables less than 1.5 mm² will be used within the lighting installation. All final circuits will be complete with a separate circuit protective conductor of the same type and sized as the live conductors. Conduit will be installed within ceiling voids and flush in the structure to wall mounted accessory and luminaire positions.

All small power final circuits will be wired in single core LSF stranded copper conductors, to BS7211. All final circuits will be complete with separate circuit protective conductors. In all instances circuit protective conductors will be sized as the phase conductors. All circuits will be wired using the three compartment galvanised steel trunking and flo-coat metal conduits. Where accessory positions are located within plastered walls the steel conduits will drop within new studwork or block partition walls to flush mounted accessory positions.

Where accessory positions are to be surface mounted, conduits will terminate into aluminium boxes. Where accessory positions are to be flush, back boxes will be pressed steel flushed in the wall. Accessories mounted on dado trunking will utilise the appropriate flush accessory-mounting frame.

Where specified dado trunking will be three compartment white pvc MK Electric Ltd Prestige range. This will include all manufactured accessories, including all corners, couplers and end caps, to provide a complete installation. The dado trunking will connect to the conduit and trunking system in the ceiling or roof void via concealed conduit in the walls.

General Lighting

The general lighting installation will comprise new luminaires throughout the building of a style to suit the space to be illuminated and ceiling type.

Luminaires will be linear fluorescent and compact fluorescent types utilising high frequency control gear. Luminaires in Classrooms will have integral day light and presence detection controls. Luminaires in circulation and toilet accommodation areas will be controlled via daylight and movement detectors.

Flush mounted lighting switches will be grid series switch type, fed via steel conduits, dropping from above, installed flush in plastered walls to steel back boxes, a minimum of 25mm deep. Switch faces will be as MK Electrical Ltd Logic Plus range. Switches will be ganged.

Surface mounted lighting switches will be provided in the plant room. These will be grid series type, fed via steel conduits, dropping from above, to aluminium back boxes, a minimum of 25mm deep. All surface mounting boxes will be drilled on site to suit.

Emergency Lighting

The emergency lighting installation will comprise self-contained emergency packs and batteries incorporated in the luminaire for general lighting. All emergency luminaires will have a capacity for a minimum operation of three hours after failure of the main supply.

All emergency luminaires will be connected to local lighting circuits to provide emergency lighting in the event of failure of the local supply. Wiring will be carried out using single core LSF insulated stranded copper conductor cables within steel conduit and the galvanised steel trunking installation. Separate circuit protective conductors will be provided and sized as the live conductors.

Key operated grid type switches will be provided for testing and isolation purposes. These will be engraved "Em Lighting - Test" to indicate the function of the switch.

General LV Power

The general LV power installation will comprise, switched socket outlets, fused connection units, double pole isolators and 4 pole isolators. Accessories in all other areas except the plant room will be as a flush installation. Accessories in the plant room will be surface fixed.

All twin socket outlets will be switched type with dual earth facilities. A number of socket outlets will incorporate RFI filters. These are for computer workstation use. All socket outlets will be wired as ring main circuits. Residual current circuit breakers with a tripping current of 30mA will provide additional over current protection to final circuits within classroom and teaching areas.

Power supplies will be provided for the following equipment:

Hand dryers: Wiring will be carried out in 2.5mm² LSF insulated cables in galvanised conduit and trunking. The radial circuit will terminate into a 20A DP isolator, as MK K5423 WH WHI for flush installation or MK K5242 ALM for surface installation. This will be located at 1800mm above finished floor level directly above the hand dryer. The load circuit will be continued in conduit to a back outlet box for final connection to the hand dryer. Final connection will be in 3c 1.5mm² heat resistant flexible. Hand dryers will be Dyson Airblade

Kitchen Equipment: Wiring will be carried out in suitably rated LSF insulated cables in galvanised conduit and trunking. The radial circuits will terminate into a local isolator, rated to suit the equipment served. This will be located at 1250mm above finished floor level adjacent to the equipment. The load circuit will be continued in conduit to a back outlet box for final connection to the kitchen equipment. Final connection will be in 3c 2.5mm² heat resistant flexible for single-phase equipment and via flexible Kopex conduit for three-phase equipment.

Magnetic Door Holders: Wiring to the power supply units will be carried out in 2.5mm² LSF insulated cables in galvanised conduit and trunking. The supply will be from the local ring main circuit via a switched fused connection unit.

External Lighting

General external lighting via wall, column, bollard or soffit mounted compact fluorescent luminaires. These will be vandal proof and weather resistant

Switching will be via a time clock photosensor control system.

Wiring to external wall mounted luminaires will be carried out in LSF insulated cables within the galvanised trunking and flo coat metal conduit installation. The electrical services sub contractor will allow to terminate the conduit at a conduit terminal box on the inside of the wall at the luminaire position. A conduit link will be provided to a second back entry terminal box located adjacent to the external luminaire position.

Final connection to the luminaires will be in heat resistant flexible cord from fixed terminals in the terminal box adjacent to the luminaire.

Integrated IT Cabling Requirements

An integrated IT cabling platform will be provided for the delivery of a number of IP applications, AV and security systems. The cabling network will be based on a fully compliant category 5e class D SCS for the delivery of Telecommunications, Data and IP systems.

The works will comprise of the installation, testing, commissioning and setting to work a fully compliant category 5e structured cabling system. The system will be a matched system so that all components of the SCS are manufactured from a single manufacturer.

The system shall support protocols and standards relating to category 5e and classes D applications, including TIA/EIA 568B, ISO/IEC 11801, BS6701, FIA code of practice and OFTEL wiring code of practice parts 1 and 2. and BS 7671.

Installation practices shall be compliant with BS EN 50174-2 and BS EN 50174-3 and also in accordance with Gloucester City council Technical Briefing Note ED009 – Structured Data Wiring.

Installation practices shall also meet all applicable local and national codes, standards and ordinances.

Where a conflict exists between these standards, it is the responsibility of the contractor to detail these conflicts to the client prior to installation commencing. Pathways will comprise the following

Three compartment galvanised steel trunking

PVC Dado trunking

25mm diameter steel conduit links to the extra low voltage compartments of the dado trunking.

Where outlets are not located in dado trunking the electrical services contractor will install a 25mm diameter steel conduit from the trunking position and terminate into a 35mm deep flush steel box, complete with a pvc cover plate.

Copper transmission shall be accommodated on unshielded twisted pair cable (UTP) compliant to BS EN 50173:2002 and ISO 11801:2002.

IT data points

The IT distribution system must be discussed with GCC advisors at an early design stage. It will consist of both fixed and wireless outlets the number and location of which are to be as in the Design Brief or as subsequently agreed. The number and location of servers will also need to be established at an early stage of the design

REFERENCES

1. Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) 568B-Commercial Building Telecommunications Wiring Standards and subsequent addendums and revisions.
2. EIA/TIA-569-Commercial Building Standard for Telecommunications Pathways and Spaces.
3. International Standards Organisation/International Electro technical Commission (ISO/IEC) IS 11801:1995, and subsequent revisions.
4. CENELEC EN50173:1995, and subsequent revisions
5. Copper transmission performance shall exceed the specification for a Class D link as defined by the above standards.
6. Institute of Electrical and Electronic Engineers (IEEE), BS 7671.

Security Detection and Alarm Installation

The electrical services contractor will allow for the provision of the complete security detection and alarm systems, including pathways for the systems. A specialist appointed direct by the electrical services contractor will install the security detection and alarm systems.

The specialist contract shall coordinate his design with the IP based CCTV system, in order that an event will activate the PTZ cameras to the appropriate zone.

The electrical services contractor will allow to provide the power supplies to the intruder detection and alarm system to operate as separate zones within the building. The system will be in accordance with BS4737. The main setting point for the alarm system will be in the lobby adjacent to the main entrance.

LCD Projection – Main Hall

An interface facility between projector and a workstation will be provided in the Main Hall. The requirement is for an input terminal box located at the position on an internal wall with cable links to a projector unit at ceiling level.

The input terminal box will house the following connections for sound and video input from a local PC and video recorder or DVD player.

Item	Function
15 pin DIN VGA video	PC Video in
Stereo jack socket	PC Sound in
Yellow phono	DVD video in
Red phono	DVD Sound in Left Channel
White phono	DVD Sound in Right channel

This will be linked and hard wired to a similar box, the output terminal box, located at ceiling level adjacent to the LCD projector position.

Adjacent to the output box will be a switched socket wired via a switched fused connection unit located adjacent to the wall terminal box to allow switching of the power supply to the projector.

Wiring between the terminal boxes will be carried out in a conduit installation. Each terminal box is to be complete with RGB: Analogue D-sub 15 pin and composite video.

The Projector will be provided by others but installed by the electrical services contractor. The projector will be suspended via a pedestal unit from the soffit of the floor above. The pedestal unit and connection boxes will be positioned at about 5-6m horizontal distance from the centre line for the screen. Reference will be made to the manufactures specification and recommendations. The pedestal unit will be adjustable to allow the mounting height of the projection unit to be adjusted to suit the ceiling height.

Radio/TV/CCTV Signal Distribution Systems

The electrical contractor will supply, install and commission a complete digital/analogue TV/Radio distribution system to the outlet points as indicated on the tender drawings.

The system will be capable of receiving the following channels:-

- BBC1
- BBC2
- ITV (Channel 3)
- Channel 4
- Channel 5

A 13Amp single gang switched socket outlet will be surface mounted within the roof void for connection of the TV distribution system amplifier.

The radio/TV system will comprise the following as a minimum requirement:-

- UHF high gain aerial
- Alloy mast complete with brackets
- Main distribution amplifier
- Launch amplifier
- Test sockets
- Spur units
- Tap off units
- Line terminations
- TV/Radio aerial faceplates

All pathways will be via galvanised steel trunking and galvanised steel conduit. Conduits will drop from roof voids to outlet boxes mounted flush. Details of the existing TV conduit network can be provided upon request.

CCTV

A fully compliant IP CCTV system will be installed by the electrical services contractor.

The system will comprise of fully functional externally rated vandal resistant domes and day/night externally rated fixed colour/mono dome cameras. The cameras will be connected onto the main LAN, and located to monitor external areas entrances and exits and play areas.

The fully functional cameras will be controlled live via the camera Matrix's with telemetry transmitters, alarms and presets, and viewed with colour monitors. A telemetry keyboard with variable speed joystick will be provided. The matrix will be connected to the Camera Servers in order to convert analogue signals to IP packets and the server's intern will connect to the Ethernet Switch. The switch will also provide connectivity for the 2 storage devices where video will be stored.

All cameras are to be of suitable resolution for facial recognition at all points of recording for future evidence in court if required.

All cameras are to have a switched fused connection unit within one Metre of the cameras with a flex connection

The specialist contract shall coordinate his design with the intruder detection system, in order that an event will activate the PTZ cameras to the appropriate zone.

Internal/External PTZ Cameras

External PTZ dome cameras will be installed as detailed on the drawings, cameras will be colour/mono working to a minimum light level of 0.2 lux, 18:1 optical zoom lens, auto focus/zoom, 250 presets and 100 preset tours.

Internal Fixed Dome Cameras

An internal fixed dome camera shall be installed within the secure entrance lobby. Fixed internal dome cameras will be 1/3" high resolution ccd, providing a resolution of 480TVL and working to a minimum lighting condition of 2.0 lux.

Varifocal Lenses

The cameras will be fitted with a 3.7-8mm direct drive iris lenses suitable for an angled coverage of view and image size required to achieve the desired customer objective

Network Camera Servers

The colour network (TCP/IP) camera server will have a maximum resolution of 704 x 480 providing a refresh rate of 8 images per second and a resolution of 352 x 288 at a refresh rate of 25 images per second split between the number of cameras connected to the unit.

These units will be used to connect the external cameras into the Networks and storage software.

AC Power Supplies and Network / Data outlets

Power supplies and data outlets will be installed throughout the building as detailed within the specification and drawings. Refer to appendix C.

Fire Detection and Alarm

The Fire alarm installation will be to Category L3 as defined in BS 5839:2002.

A main fire alarm panel will be located within the plant room. This will be the central point for all cabling associated with the fire alarm system. A full functioning repeater panel will be located in the lobby area at the Main Entrance position. The fire alarm panel will be analogue addressable type with facility for four two loops.

The fire alarm panel will control break glass call points, automatic smoke and heat detectors, sounders and relay modules. The system will operate on 24V DC open circuit line monitored for open and short circuit faults.

Wiring will be carried out in mineral insulated Red LSF sheathed copper conductor cable, installed concealed within ceiling voids and flush within walls to manual break glass and sounder positions.

The operation of the system will be such that all sounders will operate in the event of a fire condition being initiated. In addition, auxiliary relay modules will provide the following control functions.

1. Operation of magnetic door holders
2. Interface with door access systems

Facilities will be provided to allow the system to be tested without activating these auxiliary relays. This will be in the form of a dedicated key switch at the control panel position. This key switch will be of the type where the key is removable only in the Normal position.

Manual break glass units will be suitable for surface mounting at 1350mm AFFL to centre line. The audible alarms will be electronic sounders with a sound level of 91 db(A) at one metre. Alarm sounders will be wired on two separate circuits. Sounders within all areas will be wall mounted at 2200mm AFFL to centre line.

Visual indicators will be Xenon type and located in all areas where sounders are provided.

The fire alarm system equipment will be supplied and commissioned by the Specialist Fire Alarm manufacturer, but wired and installed by the electrical services contractor. Commissioning of the complete system will be in accordance with BS5839, Part 1, 2002. The complete system will be tested and witnessed to the satisfaction of the Contract Administrator and the Fire Prevention Officer. It will remain the Contractor's responsibility to make the necessary arrangements for the attendance of the Fire Prevention Officer and the contract Administrator giving due

notice as required. In addition allowance will be made for a minimum of one day's training system demonstration to the final User's representative. This system demonstration will be carried out after the system is fully commissioned.

A Certificate of Installation and Commissioning will be issued by the electrical services sub Contractor prior to handover of each phase for both new and existing system.

A logbook for recording, testing and alarms, etc., will be provided by the Contractors prior to handover.

It will also be the responsibility of the electrical services contractor to liaise with the CA to obtain correct device descriptions prior to programming of the system chip.

A full sound level test will be carried out in all rooms with a sound meter supplied by the specialist. All readings will be recorded and incorporated within the Operating and Maintenance manual.

Wiring between devices will be continuous; no jointing of cable will be permitted. No cables of less than 1.5mm² will be used.

In addition the contractor will also allow for regular maintenance of the system during the first twelve months defect liability period. This will include a minimum of visits to site, at three monthly intervals, to carry out system preventative maintenance, check systems operation and testing as recommended by BS5839.

Earthing and bonding

A new 10 way copper main earth bar, measuring 50mm x 10mm will be provided at the main electrical intake position, adjacent to the distribution board.

A main earth conductor will be connected between the incoming earth point and the main earth bar. The conductor will be a 70mm sq LSF insulated copper conductor.

Separate 50mm² LSF insulated copper, main equipotential copper conductors will be installed from the main earth bar to: -

Main incoming water pipework at point of entry.

Main heating pipework

Air conditioning pipework

Ventilation ductwork

Extraneous metal work

Lightning protection.

Cable tray.

Cable trunking.

Supplementary bonding will be provided to: -

Metal sinks/wastes

HWS and CWC water pipes

Heating pipework
Ventilation ductwork.
Cable trunking and tray systems
Other extraneous conductive parts.

Supplementary bonding conductors within all bathrooms and W.C.s will be concealed.

Each final circuit will be provided with a circuit protective conductor sized as the phase conductor and will be installed within the same conduit / trunking/ tray.

Lightning Protection

The Electrical Services contractor will employ a specialist to carry out the works to the Lightning Protection system. All costs associated with these works will be included in the submission by the Electrical Services contractor.

The lightning protection system will be an extension to the existing system provided for phase 1. The system will comprise a roof termination network with eaves tape, down conductors and earth rods in earth pits at ground level.

At commencement of the works, the three down conductors on the end elevation of the building will be disconnected from the earth pits and pulled back to allow the ground floor slab to be constructed. The centre down tape will be taken to roof level and will be extended along the new ridgeline. The other two down conductors are to be extended to new earth pit positions located no more than 600mm from the building line.

Ridge tape will be copper and installed within the roof space with finials penetrating the ridge at intervals recommended by BS 6651. All metallic projections such as radio and television aerial masts, chimneys, ducts, vent pipes and railings on or above the main surface of the roof will be bonded to the ridge tape.

Down conductors will be of copper. Earth electrodes will be hard drawn copper rods. The length of each earth rod will be such as to achieve the necessary earth resistance but a minimum length of 2400mm will be used. The installation will be installed with suitably located test clamps of the plate type manufactured phosphor bronze or gunmetal.

Down conductors will follow the most direct route between metal roof and earth terminations. However, every effort will be made to disguise the down conductor within the architectural features of the building such as placing them behind rain water pipes, colour matching the conductor with the building or by using the reinforcement of the structural building frame.

All earth electrodes terminations will be housed within pre cast concrete inspection chambers with a heavy cover permanently marked "earthing electrode".

Where the nature of the ground is such that it is impractical to drive rods e.g. where the ground is impervious rock very close to the surface, copper strip electrodes will be used. The length and number of strips will be such as to obtain the necessary earth resistance.

The system will be tested in accordance with BS6651 and the appropriate certificate issued.

The lightning protection system will consist of down conductors, bonds to exposed permanent metal parts of the building, testing points, earth terminations and earth electrodes. The installation will be installed in accordance with BS 6651 and BS 7430.

Wiring to Mechanical Services

Heating Systems

Wiring to the heating systems will be from a control panel located in the plant room. All wiring will be carried out as a surface installation in galvanised steel trunking and conduit installation. Wiring to sensors and detectors outside of the plant room area will be carried out in soft-sheathed cables hidden in ceiling and roof voids.

Extract Ventilation

The electrical services contractor will provide the electrical supplies to all ventilation units. Power supplies will be derived from the Mechanical Services Control Panel.

Operating and Maintenance Manuals

The electrical services sub contractor will provide Operating and Maintenance manuals as indicated in Section A of this specification.

Record Drawings

The electrical services sub contractor will provide Record Drawings as required

Testing and Commissioning

All systems will be tested and commissioned in accordance with the relevant standards.

The electrical services sub contractor will give a minimum notice of five working days to the Contract Administrator to allow testing and commissioning to be witnessed by the relevant parties.

The electrical services sub contractor will note that several systems will be tested and commissioned on more than one occasion to suit the phasing of the work.

Part II
Handover and Defects Attendance Procedure

Definitions

“DCW” shall mean the clerk of works of the project manager of the Developer

“GCW” shall mean the Council’s Representative

“Monthly Site Meeting” shall mean a design and construction progress meeting convened by or on behalf of the Developer to be held within each calendar month following the entering into a contract pursuant to Schedule Four Part I Paragraph xi to which the Developer and the Contractor and/or their respective agents will attend and to which GCW will be invited to attend having been provided with a minimum of five working days notice

“Contractor” shall mean the contractor appointed by the Developer to construct the School in accordance with the contract entered into pursuant to Schedule Four Part I Paragraph xi

“Contractor’s Snagging Inspection Schedule and Programme” shall mean a document produced by the Contractor and submitted to DCW and GCW for their written approval which sets out his detailed plan and timetable for his snagging of all of the works in readiness for the Client’s Snagging Inspection

“Client’s Snagging Inspection” shall mean the inspection by DCW and GCW of the completed works or by agreement completed parts of the works to identify all Snags which are to be rectified by the Contractor

“Snags” shall mean all defects in respect of materials and workmanship that require rectification in order to meet the requirements of the specifications referred to in Schedule Four Part I Paragraph v

“Snagging” shall mean the identification of Snags and rectification thereof

“Handover” shall mean the date at which the Council will take possession of the School or Phase 1 of it together with all responsibilities for requisite insurances and operational costs PROVIDED that Handover will only occur when

1. (save where the Council is already the owner of the School Site) completion of the transfer of the School Site or Phase 1 of it to the Council takes or has taken place (to the intent that Handover and the completion of the transfer shall occur contemporaneously), and
2. The Council has received the health and safety file/operation and maintenance manuals, and
3. The Council has issued a Completion Certificate pursuant to Schedule Four Part II Paragraph i to the Developer

“Certificate of Practical Completion” shall mean the certificate issued by the Developer or their agent to the Contractor relating to the contract pursuant to Schedule Four Part I Paragraph xi

Pre-Handover Procedure

1. GCW will report any issues regarding the quality of the construction to DCW who will (together with their own issues as may be applicable) notify the Contractor on site and formally confirm that they have done so to GCW. All notified issues will be reviewed at every Monthly Site Meeting and actions and status recorded accordingly.
2. As the construction of the School nears completion the Contractor will issue the Contractor’s Snagging Inspection Schedule and Programme. Upon rectification of the Snags identified pursuant to this inspection the Contractor will invite DCW and GCW to carry out a Client’s Snagging Inspection.

3. The Contractor will ensure that the date of his invitation to DCW and GCW to carry out the Client's Snagging Inspection will allow him sufficient time prior to Handover to rectify any Snags identified by DCW and/or GCW during the Client's Snagging Inspection and for subsequent reinspections until all Snagging work is completed.
4. DCW and GCW will be invited by the Contractor, giving three working days notice, to reinspect the works as necessary pursuant to the Client's Snagging Inspection. If the Snags identified in the Client's Snagging Inspection have not been satisfactorily rectified then DCW and GCW will again be invited by the Contractor, giving a further three working days notice, to again reinspect the works. This cycle of notification by the Contractor and inspection by DCW and GCW will continue until such time that DCW and GCW are satisfied that the Snags have been satisfactorily rectified
5. When DCW and GCW are satisfied that the Snags have been satisfactorily rectified they will formally notify the Contractor and the Contractor will then submit a copy of the health and safety file/operation and maintenance manuals to both DCW and GCW and may then, giving no less than three days notice, offer the works up to the Developer whereupon the Developer will issue to the Contractor their Certificate of Practical Completion. The Council will thereupon issue a Completion Certificate to the Developer in accordance with Schedule Four Part II Paragraph i and accept Handover from the Developer

Post-Handover Defects Attendance Procedure

For use when defects within the scope of Schedule Four Part I Paragraph xiv arise during the 12 month defect/maintenance period

1. The Council to inform DCW and the Contractor by using the Defect Notification Form below by fax and/or email of the nature of the defect, when it was noticed, its location within the School and the category of urgency. In case of critical or urgent defects the Council will also notify the Contractor by telephone at the Emergency Call Out resource to be provided by the Contractor.
2. Defect Notification Forms will be numbered sequentially by the Council
3. The categories of urgency are as follows
 - Critical e.g. operational issues such as power failure, security issues, water ingress/leak, major equipment failure, health and safety issues, heating failure, etc. Attendance on site to be within 2 hours and as required, areas isolated and/or made safe; issues to be rectified within 8 hours
 - Urgent e.g. non-operational issues but matters which would get worse if left for more than 24 hours such as items at low level within circulation and pupil areas, items within areas of heavy use. To be rectified within 24 hours
 - Non-urgent e.g. items which will not be made worse by school use if left for up to 5 days such as items at high level, defects within non pupil areas, defects within areas which can be safely condoned off. To be rectified within 5 working days.
4. The Developer is to ensure that the Contractor advises the Council formally in writing within 24 hours when the defect is to be or has been attended to and to advise the school (in accordance with details provided by the Council) who

will remedy the defect and when it will be rectified by using a Defect Notification Form.

5. The Developer is to ensure that the Contractor attends the site, rectifies the defect and submits the Defect Notification Form to the Council describing details of the works undertaken
6. Within 3 working days of receipt of the defect Notification Form the Council will confirm to DCW copied to the Contractor that the defect has been satisfactorily addressed or not. If not, the defects repair cycle will be repeated until the defect is satisfactorily resolved.
7. The Developer is to liaise with the Council to update and amend the operation and maintenance manuals if required.

Part II

Handover and Defects Attendance Procedure

Definitions

"DCW" shall mean the clerk of works of the project manager of the First Owner

"GCW" shall mean the Council's Representative

"Monthly Site Meeting" shall mean a design and construction progress meeting convened by or on behalf of the First Owner to be held within each calendar month following the entering into a contract pursuant to Schedule Four Part I Paragraph xi to which the First Owner and the Contractor and/or their respective agents will attend and to which GCW will be invited to attend having been provided with a minimum of five working days notice

"Contractor" shall mean the contractor appointed by the First Owner to construct the School in accordance with the contract entered into pursuant to Schedule Four Part I Paragraph xi

"Contractor's Snagging Inspection Schedule and Programme" shall mean a document produced by the Contractor and submitted to DCW and GCW for their

written approval which sets out his detailed plan and timetable for his snagging of all of the works in readiness for the Client's Snagging Inspection

"Client's Snagging Inspection" shall mean the inspection by DCW and GCW of the completed works or by agreement completed parts of the works to identify all Snags which are to be rectified by the Contractor

"Snags" shall mean all defects in respect of materials and workmanship that require rectification in order to meet the requirements of the specifications referred to in Schedule Four Part I Paragraph v

"Snagging" shall mean the identification of Snags and rectification thereof

"Handover" shall mean the date at which the Council will take possession of the School together with all responsibilities for requisite insurances and operational costs PROVIDED that Handover will only occur when

1. completion of the transfer of the School Site to the Council takes or has taken place (to the intent that Handover and the completion of the transfer shall occur contemporaneously), and
2. The Council has received the health and safety file/operation and maintenance manuals, and
3. The Council has issued a Completion Certificate pursuant to Schedule Four Part II Paragraph i to the Owners

"Certificate of Practical Completion" shall mean the certificate issued by the First Owner or their agent to the Contractor relating to the contract pursuant to Schedule Four Part I Paragraph xi

Pre-Handover Procedure

1. GCW will report any issues regarding the quality of the construction to DCW who will (together with their own issues as may be applicable) notify the Contractor on site and formally confirm that they have done so to GCW. All notified issues will be reviewed at every Monthly Site Meeting and actions and status recorded accordingly.
2. As the construction of the School nears completion the Contractor will issue the Contractor's Snagging Inspection Schedule and Programme. Upon rectification of the Snags identified pursuant to this inspection the Contractor will invite DCW and GCW to carry out a Client's Snagging Inspection.

3. The Contractor will ensure that the date of his invitation to DCW and GCW to carry out the Client's Snagging Inspection will allow him sufficient time prior to Handover to rectify any Snags identified by DCW and/or GCW during the Client's Snagging Inspection and for subsequent reinspections until all Snagging work is completed.
4. DCW and GCW will be invited by the Contractor, giving three working days notice, to reinspect the works as necessary pursuant to the Client's Snagging Inspection. If the Snags identified in the Client's Snagging Inspection have not been satisfactorily rectified then DCW and GCW will again be invited by the Contractor, giving a further three working days notice, to again reinspect the works. This cycle of notification by the Contractor and inspection by DCW and GCW will continue until such time that DCW and GCW are satisfied that the Snags have been satisfactorily rectified
5. When DCW and GCW are satisfied that the Snags have been satisfactorily rectified they will formally notify the Contractor and the Contractor will then submit a copy of the health and safety file/operation and maintenance manuals to both DCW and GCW and may then, giving no less than three days notice, offer the works up to the First Owner whereupon the First Owner will issue to the Contractor their Certificate of Practical Completion. The Council will thereupon issue a Completion Certificate to the First Owner in accordance with Schedule Four Part II Paragraph i and accept Handover from the First Owner

Post-Handover Defects Attendance Procedure

For use when defects within the scope of Schedule Four Part I Paragraph xiv arise during the 12 month defect/maintenance period

1. The Council to inform DCW and the Contractor by using the Defect Notification Form below by fax and/or email of the nature of the defect, when it was noticed, its location within the School and the category of urgency. In case of critical or urgent defects the Council will also notify the Contractor by telephone at the Emergency Call Out resource to be provided by the Contractor.
2. Defect Notification Forms will be numbered sequentially by the Council

3. The categories of urgency are as follows
 - Critical e.g. operational issues such as power failure, security issues, water ingress/leak, major equipment failure, health and safety issues, heating failure, etc. Attendance on site to be within 2 hours and as required, areas isolated and/or made safe; issues to be rectified within 8 hours
 - Urgent e.g. non-operational issues but matters which would get worse if left for more than 24 hours such as items at low level within circulation and pupil areas, items within areas of heavy use. To be rectified within 24 hours
 - Non-urgent e.g. items which will not be made worse by school use if left for up to 5 days such as items at high level, defects within non pupil areas, defects within areas which can be safely condoned off. To be rectified within 5 working days.
4. The First Owner is to ensure that the Contractor advises the Council formally in writing within 24 hours when the defect is to be or has been attended to and to advise the school (in accordance with details provided by the Council) who will remedy the defect and when it will be rectified by using a Defect Notification Form.
5. The First Owner is to ensure that the Contractor attends the site, rectifies the defect and submits the Defect Notification Form to the Council describing details of the works undertaken
6. Within 3 working days of receipt of the defect Notification Form the Council will confirm to DCW copied to the Contractor that the defect has been satisfactorily addressed or not. If not, the defects repair cycle will be repeated until the defect is satisfactorily resolved.
7. The First Owner is to liaise with the Council to update and amend the operation and maintenance manuals if required.

RHL, PRIMARY SCHOOL (Twigworth)		
DEFECT NOTIFICATION FORM		
From:	To:	Date:
Nature of Defect:		
Location of Defect:		
When noticed:		
Category of Urgency: Critical (8 hours)/Urgent (24 hours)/Non-Urgent (5 working days)* *Delete as applicable		
From:	To:	Date:
Name of Contractor attending:		
Operatives Names:		
Vehicle Make/Model/Registration Details:		
Date when attending to rectify:		
Estimated Time of Arrival/Duration on Site:		
From:	To:	Date:
Details of Rectification carried out:		

Date completed		
Completed by:	Name:	Signature:
O&M Manual Updated: Yes/No* applicable		*Delete as
Details of Update:		
School to confirm defect rectified satisfactorily		
Name:		Date:

SIXTH SCHEDULE

Land transfer terms

Part One

1. Definitions and Interpretation

In this Schedule, the definitions in clause 1 of this Agreement and as set out below shall apply :-

1.1

Access Road	means the roads and footpaths to be provided or procured by the First Owner to be constructed to the adoption standard of the local highway authority and to a specification approved by and to the reasonable satisfaction of the Council that connects the Property to the nearest adopted public highway.
Completion Date	means the date specified in paragraph 6 to this Schedule
the Council's Solicitors	means Corporate Division (Legal Services) of Shire Hall Westgate Street Gloucester GL1 2TG
the Plan	means [add description of the plan submitted by the First Owner pursuant to Schedule 1 Paragraph 4.1 or 5.1 (as applicable)]
the Professional Team	means each and every contractor architect project manager quantity surveyor engineers and other specialist contractors and designers who were contracted by the First Owner to construct the School on the Property.
the Property	means the freehold land and any

	buildings constructed thereon situated at Tewkesbury Road, Twigworth shown edged red on the Plan
the Purchase Price	means the sum of one pound (£1)
the Retained Land	means all that land within the Site remaining in the title of the Owners
First Owner's Solicitors	Robert Hitchins Group Limited Legal Department The Manor Boddington, Cheltenham Gloucestershire GL51 0TJ
Service Media	means all pipes wires cables drains sewers conduits channels ditches watercourses or other conducting media designed for the passage of electricity electrical impulses telephone communications and other communication services gas water surface water or soil and all chambers or other structures
The Transfer	means the Transfer in the form or substantially in the form as set out in Part Two of this Schedule

Interpretation

- 1.2 where the context so admits the expressions "the First Owner" "the Owners" and "the Council " shall include their respective successors in title
- 1.3 words importing one gender shall be construed as importing any other gender
- 1.4 words importing the singular shall be construed as importing the plural and vice versa
- 1.5 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa

- 1.6 where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons and any obligation by any party not to do anything that includes an obligation not to permit or suffer that thing to be done by another person
- 1.7 the clause headings do not form part of this Agreement and shall not be taken into account in its constructions or interpretation
- 1.8 except where a contrary intention appears a reference to a clause is a reference to a clause in this Agreement

2. Basis

This Agreement is made pursuant to Section 111 Local Government Act 1972 and Section 120 Local Government Act 1972 and Part 1 Chapter III Education Act 1996

3. Agreement for Sale

The First Owner shall sell and the Council shall buy the Property at the Purchase Price

4. Fixtures and Fittings

The Purchase Price includes all fixtures and fittings in over on or at the Property which, if applicable, are to be provided by the First Owner pursuant to clause xix of Schedule Four inclusive of VAT

5. Rights and Reservations

The Property is sold TOGETHER WITH the rights detailed in clause 13.2 and Schedule 1 of the Transfer and SUBJECT TO the exception and reservation to the First Owner and its successors in title the owners and occupiers of the Retained Land of the rights detailed in clause 13.3 and schedule 2 of the Transfer

6. Completion

The completion date for the purposes of this contract is the date of Handover as provided for at the Fourth Schedule to the Agreement

7. Title Guarantee

The Property is sold with the Full Title guarantee

8. Possession

The Property is sold with vacant possession on completion and free of any financial or other charge or title incumbrance affecting the land which would materially adversely affect the use of the land for a primary school

9. Title

Title to the Property is as set out at the Third Schedule to the Agreement

10. Incumbrances

10.1 The Transfer shall be in the form or substantially in the form as set out in Part Two of this Schedule

11. Council Covenants/ Owner Covenants

The Transfer will contain the following covenants:

- 11.1 The restrictive covenants by the Council detailed in clause 13.4 and schedule 3 of the Transfer
- 11.2 The positive covenants by the First Owner detailed in clause 13.5 and schedule 4 of the Transfer.
- 11.3 The positive covenants by the Council as detailed in clause 13.6 and schedule 5 of the Transfer
- 11.4 The indemnity covenant detailed in 13.7 of the Transfer

12. Connection of Services

12.1 Prior to the Completion Date the First Owner shall procure the completion of the provision of Service Media from the nearest public highway to the boundary of the Property and shall procure that the Property is connected into the same at such points of connection as shall be previously be agreed with the Council for the provision of

12.1.1 a mains water supply

12.1.2 a mains electricity supply

12.1.3 a mains gas supply

12.1.4 telephone services and all the communications services as the County Council may reasonably require for the provisions of a primary school

12.1.5 a foul water sewer connecting the Property to a public foul water sewer and

12.1.6 a surface water drain connecting the Property to a public surface water drain.

12.2 The First Owner covenants to use all reasonable endeavours to procure that any of the Service Media capable of adoption and being maintainable at public expense are so adopted as soon as practicable after the completion or construction of it and until such time as the Service Media are adopted the First Owner shall maintain and repair the same to adoption standard accordingly.

12.3 Prior to the completion date the First Owner shall procure the construction of an Access Road so as to connect the Property to the nearest adopted public highway that is maintainable at public expense.

12.4 The First Owner agrees to construct the Access Road to the requisite standards required by the local highway authority in order to adopt the same so that the Access Road becomes maintainable at public expense and the First Owner agrees to use all reasonable endeavours to procure that the Access Road is so adopted as soon as practicable after the completion or construction of it and until such time as the Access Road is adopted the First Owner shall maintain and repair the same to adoption standard accordingly.

12.5 The construction or laying of the Access Road and the Service Media shall be in accordance with the relevant statutory authorities' requirements in order for the same to be adopted and maintainable at public expense by them and of sufficient capacity to adequately serve a one and a half form entry primary school with pre-school/nursery provision

13. Matters affecting the Property

The Property is sold subject to the following matters:-

13.1 all local land charges whether registered or not before the date of this Agreement and all matters capable of registration as local land charges whether or not actually so registered

13.2 all notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of this Agreement

- 13.3 all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to town and country planning and environmental law
- 13.4 all easements quasi-easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Agreement
- 13.5 any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act

14. Incorporation of conditions of sale

The Property is sold subject to the Standard Commercial Property Conditions (Second Edition) so far as they are not varied by or inconsistent with this Agreement and shall be amended as follows:-

- 14.1 the Contract Rate is 4% above the base rate from time to time of HSBC Bank PLC
- 14.2 Clause 1.3.3(b) is excluded
- 14.3 Clause 1.3.5 (c) is excluded
- 14.4 Clause 1.3.7 (e) is excluded
- 14.5 Clause 2.2 shall be deleted and the sale price shall become wholly due on the completion date.
- 14.6 Clauses 3.1.4 shall be amended and read as follows "The Seller is to bear the cost of complying with any outstanding public requirement and is to indemnify the buyer against any liability resulting from a public requirement.
- 14.7 Clause 6.2.1(b) shall be amended to read as follows "in relation to the matters covered by 3.1.2 other than 3.1.2(e)"
- 14.8 Clause 7.1.2(b) shall be amended by the words "and the buyer pays the additional premium" shall be deleted.
- 14.9 Clause 7.1.2(f) shall be amended by the words "at the buyers expense" being deleted and replaced with "at the seller's expense".
- 14.10 Clause 7.1.3 shall be deleted

15. Execution of documents and completion

- 15.1 The First Owner shall procure that the First Owner's Solicitors shall prepare an engrossment of the transfer of the Property and a duplicate thereof and

the Council shall procure that the engrossment and the duplicate thereof is duly executed by the Council and shall be returned to the First Owner's Solicitors not later than 10 Working Days before the Completion Date.

15.2 Upon completion of the transfer of the Property to the Council the First Owner shall procure that the First Owner's Solicitors shall deliver to the Council's Solicitors the engrossment of the transfer and the duplicate thereof duly executed by the First Owner.

16. Merger on completion

So far as they remain to be performed the provisions of this Agreement shall not merge on completion of the transfer of the Property

17. Stamp Duty Land Tax

The First Owner will pay in full on the completion date the Council's liability in relation to Stamp Duty Land Tax due as a result of the Transfer (if any) or the Council will date, sign and hand over on completion a completed H M Revenue and Customs form SLDT 60 (or any subsequent replacement of such form) to declare that no Stamp Duty Land Tax is payable

18. Insurance

Until completion the First Owner shall procure that the Property is at all times insured against all fire loss or damage and all other insured risks to the full cost of reinstating of the same including all legal surveyors and associated costs.

19. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement

20. Jurisdiction

This Agreement shall be governed by and construed in accordance with English Law and the parties submit to the jurisdiction of the English Courts

21. Dealing by the First Owner

21.1 The First Owner shall not create or dispose of any legal or equitable interest (including without limitation to any easement right or covenant) in on over or under nor create any right or licence to occupy or use the Property or any part of it except in favour of the Council

21.2 The First Owner will not construct or permit the construction/laying of Service Media in on under or over the Property or permit the connection of any Service Media situated on the Estate into the Service Media in on under or over the Property unless such construction/laying or connection is necessary for the for the benefit of the Property.

22. Registration

The Owners consent to the Registration of a Notice of this Agreement in the Charges Register of their respective titles as set out in the Third Schedule.

23. Non Assignment

This contract is personal to the Council named herein who shall not assign or transfer the benefit of it to any other person or body nor shall the Owners be required to transfer the Property to any other person or body other than the Council named in this Agreement

24. Deed

This Agreement is executed as a Deed

Part Two

Transfer of part

Land Registry TP1

of registered title(s)

If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

1. Stamp Duty

☐ Place "X" in the appropriate box or boxes and complete the appropriate certificate.

It is certified that this instrument falls within category ☐ the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

☐

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

☐

£

It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title number(s) out of which the Property is transferred *Leave blank if not yet registered.*

Other title number(s) against which matters contained in this transfer are to be registered, if any

3. Property transferred *Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor.*

The Freehold Land and Buildings situated at Twigworth Gloucestershire

☐ The Property is defined: Place "X" in the appropriate box.

☐ on the attached plan and shown *State reference e.g. "edged red".* **EDGED RED**

on the Transferor's title plan and shown *State reference e.g. "edged and numbered 1 in blue".*

4. Date

5. Transferor *Give full name(s) and company's registered number, if any.*

ROBERT HITCHINS LIMITED (Company Registration no 686734) [AND OTHER OWNERS]

6. Transferee for entry on the register *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

GLOUCESTERSHIRE COUNTY COUNCIL

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended **address(es) for service (including postcode) for entry on the register** You may give up to three addresses for service **one** of which **must** be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.

SHIRE HALL, GLOUCESTER GL1 2TG and DX 133275 Gloucester 11 (Legal)

9. The Transferor transfers the Property to the Transferee

10. Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

☐ The Transferor has received from the Transferee for the Property the sum of *In words and figures.*
ONE POUND (£1)

☐ *Insert other receipt as appropriate.*

The transfer is not for money or anything which has a monetary value

The Transferor transfers with Place "X" in the appropriate box and add any modifications.

☐ full title guarantee ☐ limited title guarantee

Declaration of trust *Where there is more than one Transferee, place "X" in the appropriate box.*

☐ The Transferees are to hold the Property on trust for themselves as joint tenants

☐ The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares

☐ The Transferees are to hold the Property *Complete as necessary.*

Additional provisions

Use this panel for:

- *definitions of terms not defined above*

- *rights granted or reserved*
- *restrictive covenants*
- *other covenants*
- *agreements and declarations*
- *other agreed provisions.*

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

13.1 Interpretation

13.1.1 In this Transfer, unless the context otherwise requires:-

Common Accessways	means all entrances driveways footpaths forecourts or access ways which serve the Property
Estate	means the land now or formally owned by the Transferor [and the Owners]
Estate Roads	means all roads verges and footpaths now or within the Perpetuity Period constructed on the Estate which are intended to become adopted and/or maintainable at public expense.
Estate Sewers	means all foul and surface water sewers and any accessories as defined by section 219 of the Water Industry Act 1991 now or within the Perpetuity Period constructed within the Estate which are intended which are intended to become adopted and/or maintainable at public expense.
Perpetuity Period	means 80 years from the date hereof
Public Company	includes local authorities whether acting generally or in exercise of some specific power or function and all water companies statutory corporations and authorities and corporations or bodies exercising some statutory right or function.
The Plan	means the plan attached hereto
Services	means water soil effluent gas fuel oil electricity telephone telephonic signal television electronic mail and all other like services
Service Media	means pipes, drains, wires, sewers (other than Estate Sewers), watercourses, soakaways cables, conduits gutters and other similar installations and ancillary installations for the conduit of Services

Transferee	means the Transferee and successors in title of the Transferee to the Property and the owners and occupiers for the time being of such Property and each and every part of it
Transferor	means the Transferor and successors in title of the Transferor to the Estate and the owners and occupiers for the time being of such Property and each and every part of it

13.1.2 In interpreting this Transfer:-

- (a) words importing the singular number include the plural number and vice versa, words importing one gender include all genders and references to a "person" are deemed to include any individual, firm, partnership, unincorporated association, incorporated association, corporation or company (wherever incorporated or situate) or other entity (in each case, whether or not having separate legal personality) including any governmental authority;
- (b) references to clauses, sub-clauses, schedules and paragraphs unless otherwise specified mean the clauses and sub-clauses of or the schedules and paragraphs to this Transfer and headings to them are to be disregarded in interpreting this Transfer;
- (c) the Schedules form part of this Transfer and are to be interpreted or construed as though they were set out in it;
- (d) if any party to this Transfer at any time comprises more than one person, any reference to such party is deemed to refer to each such person and any obligation or liability on the part of such person takes effect as a joint and several obligation;
- (e) the words "include" and "including" are to be construed without limitation and in construing this Transfer the ejusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words;
- (f) any covenant by the Transferor or the Transferee not to do an act or thing is deemed to include

an obligation not to permit or suffer such act or thing to be done.

13.2 Rights Granted

The Property and each and every part of it is transferred together with the rights set out Schedule 1.

13.3. Rights Reserved for the Estate

There are excepted and reserved out of the Property for the benefit of the Estate and each and every part of it the rights set out in Schedule 2.

13.4 Transferee's Restrictive Covenants

The Transferee with the intent to bind the Property and each and every part of it covenants on behalf of itself and the Transferee's successors with the Transferor and the Transferor's successors that the Transferee or the Transferee's successors to the Property will at all times hereafter perform and observe the covenants and stipulations specified in Schedule 3

13.5 Transferor's Positive Covenants

The Transferor covenants on behalf of itself and the Transferor's successors in title to the Estate Roads and Estate Sewers with the Transferee and the Transferee's successors for the benefit of the Property and each and every part of it as set out in Schedule 4

13.6 Transferee's Positive covenants

The Transferee covenants with the Transferor as set out in schedule 5

13.7 Transferee's Indemnity Covenant In Respect Of Title Matters

The Transferee covenants with the Transferor that the Transferee will at all times hereafter perform and observe the several covenants and conditions contained or referred to in the register of the above title number (other than any entry relating to a legal charge) in so far as the same are still subsisting and relate to the Property and will keep the Transferor and the Transferor's successors fully indemnified from and against all actions, claims, demands, losses, costs, expenses, damages and liability in respect of any future breach non-observance or non-performance of them.

13.8 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or have the benefit of any term of this Deed save where this Deed provides otherwise but none of the foregoing provisions of this clause affect any right or remedy of a third party which exists or is available apart from that Act

13.9 Statement

This Transfer is made pursuant to Section 111 Local Government Act 1972 and Section 120 Local Government Act 1972 and Part 1 Chapter III Education Act 1996

SCHEDULE 1

The right for the Transferee and his successors in title the owners and occupiers for the time being of the Property and any person authorised by the Transferee

1. Of passage of water and sewage through the Estate Sewers now laid or which at anytime during the Perpetuity Period shall be laid in on under or over the Estate until the same are adopted by a statutory undertaker as sewers maintainable at the public expense
2. Of free and uninterrupted passage of water sewage and other Services through the Service Media now laid or which at anytime during the Perpetuity Period shall be laid in on under or over the Estate. Until the same are adopted by a statutory undertaker or utility company as Service Media maintainable at the public expense
3. During the Perpetuity Period to enter upon those parts of the Estate with or without workmen and any necessary materials, plant, machinery, equipment and apparatus for the purpose of constructing laying installing new Service Media and connecting into as is necessary any Service Media or Estate Sewers now laid or which at anytime during the Perpetuity Period shall be laid in on under or over the Estate But SUBJECT TO the following conditions:-
 - a. any rights of entry onto the Estate shall be upon reasonable notice
 - b. the position and specification of connections and construction and/or laying of the Service

Media or other works pursuant to this right shall be approved by the Transferor (such approval not to be unreasonably withheld or delayed)

- c. All the requisite consents and other statutory requirements and stipulations from any relevant authority or statutory authority in the exercise of this right shall be obtained by the Transferee prior to effecting the same.
- d. The person exercising the right shall cause as little damage and disturbance as reasonably possible and shall make good any damage caused,
- e. The person exercising the right shall (until such time as they are adopted by a statutory undertaker or utility company as Service Media maintainable at the public expense) contribute a fair and reasonable proportion of the costs of inspecting cleansing maintaining repairing renewing the Service Media over or through which the rights are exercised.
- f. The right to connect into the Estate Sewers shall cease once the Estate Sewers become adopted and/or are maintainable at public expense.

4. At all reasonable times after giving to the Transferor previous notice in writing (except in the case of emergency) the right to enter upon those parts of the Estate with or without workmen and any necessary materials, plant, machinery, equipment and apparatus for the purpose of inspecting, cleansing, repairing, maintaining and renewing any Service Media now laid or which at any time during the Perpetuity Period shall be laid in on under or over the Estate subject to the Transferee causing as little damage as possible to the said other land comprised in the Estate and forthwith making good all damage caused

5. Until such time as the same are adopted by the highway authority as part of the public highway maintainable at the public expense to pass and re-pass at all times with or without vehicles (which for the avoidance of doubt shall include construction vehicles and traffic as necessary) over all Estate Roads now laid or which at any time during the Perpetuity Period shall be laid in on under or over the Estate and such other roads or land as shall be agreed between the Transferor and Transferee (such agreement not to be unreasonably withheld or delayed) reasonably necessary in order to access the Property.

6. Until such time as the same are adopted by the highway authority as part of the public highway maintainable at the public expense a right of way at all times for the purpose of access to and egress

from the Property on foot over the footpaths or on foot or with vehicles (which for the avoidance of doubt shall include construction vehicles and traffic as necessary) over the Common Accessways (if any) not transferred by this transfer now laid or which at anytime during the Perpetuity Period shall be laid in on under or over the Estate which serve the Property.

7. All easements quasi-easements liberties privileges rights and advantages now or heretofore occupied or enjoyed by the Property over or in respect of the Estate (if any) implied by statute or by reason of severance
8. To enter the Estate for the purposes of carrying out any construction works or any other works under in on or over the Property which cannot reasonably be carried out on the Property
9. To erect any building on the Property notwithstanding any obstruction interruption or diminution which may be caused thereby to the access of light to any buildings erected on the Estate
10. A right of subjacent and lateral support and shelter for the adjoining parts of the Property from the Estate and for any building now constructed or to be constructed during the Perpetuity Period in on over or under the Property.
11. During the Perpetuity Period to enter upon those parts of the Estate with or without workmen and any necessary materials, plant, machinery, equipment and apparatus for the purpose of connecting into the Estate Roads or Accessways now laid or which at anytime during the Perpetuity Period shall be laid in on under or over the Estate.

SCHEDULE 2

The right for the Transferor and his successors in title the owners occupiers for the time being of the Estate and any person authorised by the Transferor

1. Of free and uninterrupted passage of water sewage and other Services through the Service Media now laid or which at anytime during the Perpetuity Period shall be laid in on under or over the Property
2. After giving to the Transferee reasonable previous notice in writing (except in the case of emergency)

the right to enter upon those parts of the Property as are then un-built upon with or without workmen and any necessary materials, plant, machinery, equipment and apparatus for the purpose of inspecting, cleansing, repairing, maintaining upgrading laying and connecting into and renewing any Service Media situated on the Property subject to the Transferor causing as little damage as possible and forthwith making good all damage caused PROVIDED ALWAYS that the exercise of this right (other than on a emergency basis) shall always take into consideration the use of the Property for educational facilities and if in the reasonable opinion of the Transferee the exercise of the right would at a particular time adversely interfere with the use of the Property for educational facilities the Transferee may dictate that exercise of the right should take place at such other times as would not adversely interfere with the use of the Property for educational facilities e.g. during the school holidays.

3. A right of subjacent and lateral support and shelter for the adjoining parts of the Estate from the Property and for any building now constructed or to be constructed during the Perpetuity Period in on over or under the Estate

SCHEDULE 3

1. Not to use the Property for any other purpose than the provision of educational facilities and for extended school uses, namely study support, sport and music clubs, childcare, parenting and family support, community access to and use of school facilities

SCHEDULE 4

1. To construct and maintain the Estate Roads and Estate Sewers now laid or which at anytime during the Perpetuity Period shall be laid in on under or over the Estate to the requirement of the Public Company and to indemnify the Transferee against all costs and claims arising from any failure to do so until the Estate Road and Estate Sewers become maintainable at public expense.
2. To contribute a fair and reasonable proportion of the costs of cleansing inspecting repairing maintaining and renewing or replacing any shared Service Media now laid or which at anytime during the Perpetuity Period shall be laid in on under or over the Property until such time as they are adopted by a statutory undertaker or utility company as Service Media maintainable at the public expense

SCHEDULE 5

1. To contribute a fair and reasonable proportion of the costs of cleansings inspecting repairing maintaining and renewing or replacing any shared Service Media which run in over or under the Estate until such time as they are adopted by a statutory undertaker or utility company as Service Media maintainable at the public expense

14. Execution *The Transferor must execute this transfer as a deed using the space below. 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 (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

The Common Seal of
GLOUCESTERSHIRE COUNTY COUNCIL

was hereunto affixed
In the presence of

.....
Head of Legal Services

Executed (but not delivered until the
date hereof) as a Deed by affixing
The Common Seal of

ROBERT HITCHINS LIMITED

In the presence of

.....
Director

.....
Secretary

[ADD ATTESTATION FOR OTHER OWNERS IF REQUIRED]

SCHEDULE OF ACCOMMODATION TOOL FOR ANY MAINSTREAM PRIMARY SCHOOL

Version 6.2 Feb 2015 BW

date		age range 3-11		school name Primary SoA tool v6.2 template		as a check:	
1 FE reception places 30 classes of infant places 60 30 junior places 120 FTE age 3-4 nursery places 26 Total Mainstream Places 236		classes 1 2 4 7		net capacity for SoA below = 210 within a potential range of: 189 to 210		type of school community site: area (m ²) type ample site existing buildings: type none (all new) net capacity for recommended SoA below: 210 189 to 210	
Total Mainstream Places 236 Additionally resourced FTE places for: aged 2 to 3 nursery FTE - SEN		210 4 to 11 places max. group size average area of space (m ²) TOTAL no. of spaces TOTAL AREA (m ²) SUPP AREA (m ²)		15 m² float not over gross organisation options for: infant all practical in classrooms junior specialist practical spaces		recommended area of space (m ²) no. of spaces	
Basic Teaching Area (8)							
PRU03	nursery playroom	27	55	1	55	54 m ² or 2 3m ² per place min recom'd	55 1
PRI13	reception classroom	30	62	1	62	62 m ² minimum recommended	62 1
PRI23	infant classroom (extensive)	30	62	2	124	62 m ² minimum recommended	62 2
PRI33	junior classroom	30	55	4	220	55 m ² minimum recommended	55 4
PRA12	specialist practical/ other food/ science/ DT area	15	34	1	34		34 1
TOTAL AREA		min 480 max 558			495	OK: area within recommended range	495
Large spaces: halls, studios and dining							
HAL13	main hall (primary)	assembly max 350	180	1	180	dining options: 60 mins all in main hall	180 1
	studio	30	55			54 m ² min recom'd for all pupils dining	55
	small hall	30	80				80
TOTAL AREA		min 183 max 199			180	OK: area within recommended range	180
Learning Resource Areas							
LIB01	library	11	20	1	20	20 m ² minimum recommended	20 1
SEN01	SEN resource base	5	12	1	12		12 1
SEN11	SEN therapy/ MI room	5	12	1	12		12 1
RES00	small group room	4	9	1	9		9 1
RES00	small group room (nursery)	4	9	1	9		9 1
TOTAL AREA		min 34 max 77			62	OK: area within recommended range	62
Staff and Administration Areas							
OFF31	staff room (prep and social)	18	34	1	34	30 m ² min total staff area recom'd	34 1
	staff work room	1	6				6
ADM11	head's office (meeting room)	6	16	1	16		16 1
	office/ meeting room	3	9				9
OFF35	staff work room (with sink)	-	6	1	6	6 m ² recom'd for nursery incl kitchen	6 1
	staff work (specially resourced)	-					
ADM05	general office (1 recep desk)	12	13	1	13		13 1
ADM08	reprographics room	-	5	1	5		5 1
ADM01	entrance/ reception	-	3	1	3	net area of this space only	3 1
ADM02	interview room	4	6	1	6	adjacent to entrance/reception	6 1
ADM04	sick bay	2	4	1	4	semi-open area adjacent to reception	4 1
TOTAL AREA		min 77 max 121			87	OK: area within recommended range	87
Storage							
STT10	teaching store (off nursery)		4	1	4		4 1
STT10	teaching store (off reception)		3	1	3		3 1
STT10	teaching store (off science and history)		1.5	6	9.0		9.0 6
STT05	specialist store (food, sci, DT)		5	1	5		5 1
STH00	PE store (off hall)		15	1	15	15 m ² min recom'd	15 1
	PE store(s) (off small hall)		8			8 m ² min recom'd	8
STH05	external PE store		4	1	4		4 1
STH10	non-teaching storage						
	secure exam/ archive store		7	1	7	7 m ² min recom'd	7 1
(CIR01)	wheelchair/ appliances bay(s)		4				4
STN01	personal storage (coat hooks)		1.5	2	3.0		3.0 2
STN31	clothing store		2.5	8	20.0		20.0 8
STT10	storage (stock area)		1.5	2	3		3 2
	storage (stock area)		6	2	12		12 2
TOTAL AREA		min 95 max 99			60	OK: area within recommended range	60
Float		min 0 max 115			15	NOTE: float available 15	15
Total Net Area		min 924 max 1007			924	OK	924
Non-net Area							
KIT00-09	school kitchen prep & servery		47	1	47	(pupil toilets: 14 recom'd 15 provided)	47 1
TOC11	foundation toilets (nursery)	1	4	3	12	47 m ² min recom'd for full service	4 3
TOC11	foundation toilets (reception)	1	4	3	12	3 minimum 1 for every 10 places	4 3
TOC13	other pupil toilet suite(s)	3	9	3	27	3 if 1 per 10.0 plus 1 per 10 SEN	9 3
TOC06	hygiene room (2 doors no wc)	1	9	1	9	8 if 1 per 20 KS1 & 2 places	9 1
TOC21	accessible/ staff toilet	1	3.5	2	7	9 m ² minimum including hoist	3.5 2
PLA02	plant	indicative area, incl ICT hubs and risers	2.8%		26	also for visitors and staff	26 2.8%
	server room		4	1	4	20.0% of net min circulation for 1 storey	4 1
	circulation	%age of net area for new build	22.1%		204		204 22.1%
	partitions	%age of net area for new build	5.0%		46		46 5.0%
TOTAL AREA		min 385 max 418			394	OK: area within recommended range	394
Total Gross Area		min 1318 max 1462			1318	OK	1318
Total Gross Area (including supplementary area)					1318		
Gross area as proportion of net					143%		
						gross area to be built	1318 m ²

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

**THE COMMON SEAL of
ROBERT HITCHINS LIMITED**

was hereunto affixed
in the presence of:-

Director

Director/Secretary




**THE COMMON SEAL of
BODDINGTON ESTATES LIMITED**

was hereunto affixed
in the presence of:-

Director

Director/Secretary




**THE COMMON SEAL of
GLOUCESTERSHIRE COUNTY COUNCIL**

was hereunto affixed
in the presence of:-


Head of Legal Services



7330

