

Dated 20 November 2020

Keepmoat Homes Limited

and

Barnsley Metropolitan Borough Council

and

Keepmoat Limited

Third Deed of Variation

Relating to an Agreement for the Development of
Reema Site, Thurnscoe dated 18 March 2010

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This Deed is made the 20TH day of NOVEMBER 2020

Between:

- (1) **Keepmoat Homes Limited** (CRN 02207338) whose registered office is at Keepmoat The Waterfront, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL ("Developer"); and
- (2) **Barnsley Metropolitan Borough Council** of Town Hall, Barnsley, South Yorkshire, S70 2TA ("Owner"); and
- (3) **Keepmoat Limited** (CRN 01998780) whose registered office is at the Waterfront, Lakeside Boulevard, Doncaster, DN4 5PL ("Guarantor").

Now It Is Hereby Agreed as follows

1. **Recitals**

- 1.1. This Deed is supplemental to and varies the Agreement.
- 1.2. The parties have agreed that the Agreement can be varied to the following terms as set out in this Deed.

2. **Definitions and Interpretations**

- 2.1. In this Deed the following words and expressions shall unless the context otherwise requires have the following meaning: -

"the Agreement" the agreement dated 18 March 2010 and made between (1) Keepmoat Homes Limited and (2) Barnsley Metropolitan Borough Council and (3) Keepmoat Limited as varied by the Deed of Variation and the Second Deed of Variation'

"Deed of Variation" the Deed of Variation dated 10 May 2018 and made between (1) the Developer (2) the Owner and (3) the Guarantor;

"Second Deed of Variation" the deed of variation dated 20 November 2019 and made between (1) the Developer (2) the Owner and (3) the Guarantor;

- 2.2. Words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporated and (in each case) vice versa.
- 2.3. References to a party include where a context admits references to its personal representatives and successors in title.
- 2.4. Unless otherwise stated a reference to a clause, sub-clause or Schedule is a reference to a cause, sub-clause or Schedule of this Deed.
- 2.5. The headings in this Deed are for ease of reference only and do not affect its interpretation.

2.6. Where a party consists of two or more persons every agreement made by or with such persons shall be deemed to be made by them jointly and severally and service of a notice on any such person shall be deemed to be service on that party.

3. **Variation**

In consideration of the obligations in this Deed the parties agree and declare that the Agreement is varied and supplemented as set out in Schedule 1.

4. **Continuation**

Save as varied above the provisions of the Agreement shall continue in full force and effect and shall for the purposes of the Law of Property (Miscellaneous Provisions) Act 1989 be deemed in all respects to be incorporated therein and shall operate as if the variations contained in this agreement were incorporated therein and the covenants conditions and provisions of the Agreement shall have effect as though the provisions contained in this Deed had been originally contained in the Agreement.

5. **Memorandum**

A Memorandum in the following form shall be endorsed on the originals of the Agreement:

"This Agreement has been varied on the 20th day of November 2020 by a Second Deed of Variation a copy of which has been annexed hereto"

AND a copy of this Deed shall be placed with the originals of the Agreement

6. **Exclusion of Rights under the Contracts (Rights of Third Parties) Act 1999**

A person who is not party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that act.

In Witness hereof this Deed has been executed as a Deed the day and year first above written

Schedule 1

The Parties hereby agree that the Agreement shall be varied as follows and shall henceforth take effect and be read and construed accordingly.

1. Site 3 shall be as shown edged red on the plan attached as a new Twenty Seventh Schedule attached hereto at Annexure 1.
2. The following definitions are to be included within the Development Agreement at clause 1.1:

""Adjoining Land"	means the land registered under title number SYK571678"
""Appraisal"	means the Developer's appraisal dated July 2020"
""Building Lease"	means the form of lease to be granted by the Owner to the Developer on the Site 3 Completion Date and which is substantially in the form annexed at the Twenty Eighth Schedule"
""Commence" and "Commenced"	means a material commencement on the relevant Phase in accordance with the Planning Permission and shall include (but not limited to) site preparatory works including site strip, bunding and earth moving and shall require 5 Dwelling Commencements on each phase";
""Completed"	in respect of a Dwelling means the issue of a cover note from the new homes warranty provider";
""Council's HIF Agreement"	means the agreement dated 12 July 2019 and made between (1) Homes England and (2) the Owner"
""Dwelling Commencement(s)"	means works on a plot or dwelling which have commenced by installation of foundations"
""Grant"	means the sum up to £2,039,085.00 to be paid subject to compliance by the Council with its obligations under the Council's HIF Agreement to the Council pursuant the Council's HIF Agreement and to be paid, subject to compliance by the Developer with its obligations under the HIF Agreement, to the Developer in accordance with the HIF Agreement and reference herein to any

	claims for the Grant mean any part of the Grant";
""HIF Agreement"	means the agreement to be entered into between the Council and the Developer on the date hereof substantially in the attached at the Twenty Ninth Schedule being the flowdown agreement consequential to the Council's HIF Agreement"
""Infrastructure"	the services and infrastructure to be provided as shown coloured green on plan reference 1926.01 Revision N dated 18.06.19 attached at the Twenty seventh Schedule";
""Infrastructure Completed"	means the installation of services and construction of roads to base course level and completion of the relevant adoption agreement pursuant to section 38 of the Highways Act 1980 and section 104 of the Water Industry Act 1991";
""Infrastructure Completion Date"	means 31 March 2021"
""Market Downturn"	means: (a) during a period of 3 consecutive months house price values by reference to the index in the region have fallen by 5% or more below the level that they were at the date of the Building Lease; and/or (b) there have been 3 consecutive months where the house price values by reference to reservations secured (excluding Affordable Dwellings) has fallen to 5% or more below the level that they were at the date of the Building Lease; and/or (c) for 3 consecutive months sales rates by reference to the reservations secured on the Development (excluding Affordable Housing) has fallen below 75% of the target sales rate of 36 Dwellings (excluding Affordable Housing) per annum;"
""Pandemic"	any pandemic or epidemic including but not limited to Covid19 and includes any period of enforced lockdown or

	restriction on movement whether regional or national";
""Phase 1"	means that part of Site 3 as shown edged red on plan reference 2066-Phase-001 Rev A dated 22 July 2020 attached hereto at the Twenty seventh schedule" WH
""Phase 1 Commencement Date"	means 3 (three) months from the date of completion of the Building Lease"
""Phase 1 Completion Date"	means 28 February 2023"
""Phase 2"	means that part of Site 3 as shown edged red on plan reference 2066-Phase-002 dated 22 July 2020 attached at the Twenty seventy schedule " WH
""Phase 2 Commencement Date"	means 31 March 2023"
""Phase 2 Completion Date"	means 31 March 2026 "
""Phase 3"	means that part of Site 3 as shown edged blue on plan reference 2066-Phase-03 dated 22 July 2020 attached at the Twenty seventh Schedule " WH
""Phase 3 Commencement Date"	means 30 April 2026 "
""Phase 3 Completion Date"	means 31 March 2030"
""Planning Permission"	means the permission or Site 3 with reference 2019/0809"
""Site 3"	means that part of the Property as shown edged red on plan attached at the Twenty seventy schedule"
""Site 3 Completion Date"	means [20 November 2020]" WH

3. A new Twenty eighth Schedule annexed attached hereto at Annexure 2;
4. In the definition of "Infrastructure Works" there shall be added the following words:
"including without prejudice to the generality of the foregoing the Infrastructure"
5. In the definition of "Third Party Land" the words "provided that for the avoidance of doubt the Third Party Land shall exclude the Abnormal Bridge Land" shall be deleted

6. In clause 2.4 the words "the Bridge Work Condition" shall be deleted
7. A new Twenty ninth Schedule attached hereto at Annexure 3;
8. A new clause 55 to be included as follows

55. PHASING

The parties have agreed that the development of Site 3 shall be subdivided into 3 phases and be undertaken as follows:

55.1 Infrastructure

55.1.1 The Infrastructure shall be Completed by the Infrastructure Completion Date.

55.2 Phase 1

55.2.1 The Development of Phase 1 shall:

55.2.1.1 Commence no later than the Phase 1 Commencement Date; and

55.2.1.2 be Completed by the Phase 1 Completion Date. The Phase 1 Completion Date shall be extended to such period as is agreed between the parties (acting reasonably) and subject to the Developer providing reasonable evidence of the same to the Owner for:

55.2.1.2.1 Force Majeure;

55.2.1.2.2 Market Downturn; and/or

55.2.1.2.3 Pandemics

and without aggregation of the same event and in the event of dispute clause 30 of this Agreement shall apply

55.1.2.2 In the event that Phase 1 is not Completed by the Phase 1 Completion Date (as may be extended in accordance with clause 55.1.2.1) then the Owner will be entitled to terminate this Development Agreement and the provision of clause 9 of the Building Lease will apply. Such termination to be by service of written notice on the Developer and shall be without prejudice to the antecedent rights of the parties

55.3 Phase 2

55.3.1 The Development of Phase 2 shall:

55.3.1.1 Commence no later than the Phase 2 Commencement Date; and

55.3.1.2 be completed no later than the Phase 2 Completion Date.

55.3.2 In the event that the Developer has due to Force Majeure, a Pandemic and/or Market Slowdown either

55.3.2.1 not Commenced Phase 2 by the Phase 2 Commencement Date; or

- 55.3.2.2 not Completed Phase 2 by the Phase 2 Completion Date
- then
- 55.3.2.3 the Owner will first of all approach Homes England to seek an extension to the End Date as defined within the Council's HIF Agreement and the HIF Agreement;
- 55.3.2.4 to the extent that Homes England agree the extension requested under clause 55.3.2.3 the dates in this clause shall be extended accordingly by the amount of the agreed extension and the parties will enter into an agreement to document such dates;
- 55.3.3 For the avoidance of doubt in the event that Homes England do not agree the extensions
- 55.3.3.1 the Developer will not be liable to repay the Grant pursuant to the HIF Agreement where repayment is only caused by the failure of Phase 2 to be Completed; and
- 55.3.3.2 the Owner may terminate the Development Agreement and the provision of clause 9 of the Building Lease will apply. Such termination to be by service of written notice on the Developer and shall be without prejudice to the antecedent rights of the parties
- 55.4 Phase 3
- 55.4.1 The Development of Phase 3 shall:
- 55.4.1.1 Commence no later than the Phase 3 Commencement Date; and
- 55.4.1.2 be completed no later than the Phase 3 Completion Date.
- 55.4.2 In the event that the Developer has, due to Force Majeure, a Pandemic and/or Market Slowdown, either
- 55.4.2.1 not Commenced Phase 3 by the Phase 3 Commencement Date; or
- 55.4.2.2 Completed Phase 3 by the Phase 3 Completion Date
- then
- 55.4.2.3 the Owner will first of all approach Homes England to seek an extension to the End Date as defined in the Council's HIF Agreement and the HIF Agreement;
- 55.4.2.4 to the extent that Homes England agree the extension requested under clause 55.4.2.4 the dates in this clause shall be extended accordingly by the amount of the agreed extension and the parties will enter into an agreement to document such dates;
- 55.4.3 For the avoidance of doubt in the event that Homes England do not agree the extensions:
- 55.4.3.1 the Developer will not be liable to repay the Grant pursuant to the HIF Agreement where repayment is only caused by the failure of Phase 3

to be Completed; and

55.4.3.2 the Council may terminate the Development Agreement and the provisions of clause 9 of the Building Lease shall apply. Such termination to be by service of written notice on the Developer and shall be without prejudice to the antecedent rights of the parties

9. Clawback

9.1 The Parties agree that the provisions of the Sixth Schedule only apply in respect of Site 2 and will not apply to Site 3 and nothing in this Deed shall constitute a release in whole or in part of any existing prior or future liability (taking account of the variations in this Deed) of the Developer under the Development Agreement

9.2 New clause 56 to be included as follows:

"56. CLAWBACK

56.1 Prior to or on the date hereof the Developer has entered into the HIF Agreement with the Owner. The parties acknowledge that the HIF Agreement is supplemental to the Council's HIF Agreement and provides that the Owner will apply for the Grant. The parties agree as follows:

56.1.1 the Developer will promptly provide all information necessary to enable the Owner to make any and each claim for the Grant in a timely manner and in accordance with the provisions of the Council HIF Agreement ;

56.1.2 the Owner will submit each claim for Grant within 10 (ten) Working Days of receipt of the information pursuant to clause 56.1.1 above or if later at the earliest date following the aforementioned date to which the Owner is permitted to submit an application for the Grant under the Council's HIF Agreement ;

56.1.3 the Owner will keep the Developer updated on a weekly basis in respect of the application for and progress of the claim for the Grant;

56.2 Following receipt of any part of the Grant the Owner will pay the part of the Grant received by the Owner to the Developer within 10 (ten) Working Days of receipt.

56.3 The parties agree that any underspend of the Grant which has been requested and received by either the Owner or the Developer will be repaid to Homes England or the Owner (respectively) unless in the case of the Owner Homes England agree to the Owner retaining the same for recycling in housing projects or otherwise and in the event that the Developer has received the part of the Grant representing the underspend the Developer will repay the same to the Owner within 10 (ten) Working Days of request.

56.4 The parties agree that the provisions of the Thirty First Schedule shall apply in respect of any subsequent clawback between the parties in respect of Site 3 only.

57 Site 3 Completion

- 57.1 On the Site 3 Completion Date the Council will grant and Keepmoat will accept the Building Lease in consideration of the Purchase Price for Site 3 which shall be paid on the Site 3 Completion Date .
10. A new Thirtieth Schedule shall be inserted as set out at Annexure 4 hereto.
11. A new Thirty First Schedule shall be inserted as set out at Annexure 5 hereto
12. At clause 1.1 of the Development Agreement the definition of "CDM 2007" is replaced with ""CDM 2015 means the Construction (Design and Management) Regulations 2015" and all references to CDM 2007 in the Development Agreement are replaced with and are to be construed as referring to CDM 2015.
13. In relation to Clause 12, only clauses 12.2, 12.3, 12.5 and 12.6 shall apply to Site 3 and the remainder of the clause shall not apply to Site 3.
14. For the purposes of the Seventh Schedule the Site 3 Purchase Price is (£158,994.00) one hundred and fifty eight thousand nine hundred and ninety four pounds)
15. Clause 20 is deleted and replaced with the following
- ""20. Bridge Works"
- 20.1 The parties agree that it is the long term aspiration of the Owner to provide the Bridge.
- 20.2 In the event that the Owner secures funding to provide the Bridge or elects to fund the cost or balance of the cost of constructing the Bridge itself then the parties will work together in good faith to accommodate the Bridge Works within the Development of Site 3 and the Developer will promptly following request from the Council in writing surrender (such surrender to be in a form agreed by the parties acting reasonably) the Building Lease in respect of the relevant part of Site 3 as is agreed between the parties (acting reasonably) to be required for the Bridge Works Provided That the Developer will not be obliged to surrender any part of Site 3 which comprises of a Dwelling, a proposed Dwelling, the curtilage of a Dwelling or the proposed curtilage of a Dwelling in any case in accordance with the most up to date planning consent or which constitutes Infrastructure or another area required by the Developer to comply with any condition of any planning consent or Planning Agreement."
16. The definition of "Additional Bridge Land" "Bridge" "Bridge Works Condition" "Bridge Work Requirement" "Bridge Work Specification" and "Outline Bridge Works Specification" shall all be deleted and all cross references to such terms removed
17. In relation to clause 26.2 the words "and the Bridge Works (if undertaken) by the Developer" shall be deleted and in clause 26.3 the third line shall be amended to read "Infrastructure Works and Public Amenity Works" and the sub clause 26.3 shall continue "save in relation to any claims or defects of which the Owner has

notified the Developer of within such defects liability period"

18. Clause 27.1.5 shall be deleted

19. For the purposes of the Development Agreement the parties confirm that the Conditions in respect of Site 3 have either been satisfied or waived on the date hereof

20. The parties confirm that for the purposes of clause 40 the Public Amenity Works on Site 3 will be transferred to an open space management company being Meadfleet Ltd for ongoing maintenance and management in accordance with the provisions of the Building Lease and for the purposes of Site 3 the Public Amenity Works are as shown coloured green on plan 1926.15 dated 4 March 2020 attached at the Twenty seventh Schedule.

21. The parties confirm that clause 45 shall no longer apply

22. The Developer is providing either 18 Affordable Housing Units (or providing the Affordable Housing Commuted Sum) (both as defined in the Thirtieth Schedule and in accordance with the provisions of the Thirtieth Schedule) and it is the intention that the remainder of the Dwellings are to be sold on the open market. In the event that the Developer wishes to dispose of more Dwellings to a Registered Provider (as defined in the Thirtieth Schedule) they will provide the Council with prior written notice and request the written approval of the Council to such disposal. In the event that the Council confirms their approval in writing the Developer shall be free to dispose of such approved Dwellings to a Registered Provider. In the event that the Council do not approve or do not respond within 10 (ten) Working Days of such request the Developer shall not be permitted to dispose of such additional Dwellings to a Registered Provider.

23. A new clause 57 added to the Development Agreement as follows:

"57. Adjoining Land

57.1 No later than the Phase 3 Commencement Date the Owner will confirm to the Developer in writing whether it wishes to reserve the right to construct a vehicular and pedestrian access to and from the Adjoining Land and each and every part thereof through Site 3 to and from the adopted highway and/or the right to deliver services to and from the Adjoining Land and each and every part thereof through Site 3 to the services vested in statutory undertakers or other services suppliers and the Owner shall be entitled in its absolute discretion to determine whether it requires such right

57.2 In the event that the Owner confirms to the Developer in writing that it does not require any of the rights referred to in clause 57.1 or by the Phase 3 Commencement Date has not confirmed whether it requires any such rights the remaining provisions of this clause 57 shall not apply

57.3 In the event that the Owner confirms in writing to the Developer on or before the Phase 3 Commencement Date that it wishes to retain all or any part of the rights set out in clause 57.1, the parties shall acting reasonably and in good faith seek to agree a corridor on Site 3 for the construction of the access and for the laying services for the benefit the Adjoining Land and every part thereof and in discussing the location of such corridor the parties shall acting reasonably discuss the profit which the Developer will

lose in accordance with the Appraisal by virtue of the incorporation of the corridor

- 57.4 If the parties are unable to agree the location of the corridor or the impact on the Developer's profit of the incorporation of the corridor, the dispute shall be determined in accordance with clause 30
- 57.5 If the location of the corridor and the loss of profit which the Developer will incur under the Appraisal is agreed in writing or determined further to clause 57.4, the Council shall confirm in writing to the Developer within 10 working days of such agreement or determination whether it wishes to take back possession of the corridor and if the Council does not so confirm the remainder of the provisions of this clause 57 shall not apply
- 57.6 If the Council confirms in writing within the period in clause 57.5 that it wishes to proceed with taking back possession of the corridor, the Council shall terminate the Building Lease by service of written notice on the Developer and on service of such written notice the Building Lease shall terminate the Council shall pay to the Developer within 10 working days of such termination the profit agreed or determined above in cleared funds

Annexure 1 – Twenty seventh Schedule – plans of Site 3

Plan number	Description	Reference	Revision	Date
1	Site 3			
2	Phasing Layout infrastructure only	1926.01	N	18.06.19
3	Phasing Layout Phase 1	2066-Phase-001	<i>AC</i>	22.07.20
4	Phasing Layout Phase 2	2066-Phase-002	<i>A</i>	22.07.20
5	Phasing Layout Phase 3	2066-Phase-003	<i>A</i>	22.07.20
6	POS Management Plan	1926.15		04.03.20

WH
WH
WH



- KEY**
-  Site Boundary
 -  Title No: SYK536743
Barnsley Metropolitan Borough Council
 -  Title No: SYK304721
Yorkshire Housing Ltd
 -  Transfer dated 30 March 2005
Jeffrey Philip Andres & Susan Elizabeth Andres
 -  Rights of Access
from Transfer dated 30 March 2005
 -  Title No: SYK566130 Lessehold
Yorkshire Electricity Distribution PLC
 -  Electricity Equipment
 -  BT Equipment
 -  Water Pipes
 -  Surface Water Pipes
 -  Sewer Pipes
 -  Gas Pipes
 -  Public Rights of Way (Footpaths)
 -  Public Rights of Way (Bridleways)
 -  Adopted Highways

0 10 20 30 40 50
Scale: 1:1250

 Sandgate House, 107, Queenside Newcastle-upon-Tyne Tel: 0191 2044000 Fax: 0191 2044110	
Client: Keepmoat Homes Ltd	
File: KEE061.46	Rev: 2
Title: Plan 3 Land at Merrill Road Thurnscoe Rotherham	
Scale: 1:1250@A1	Date: 09/09/20
Ordinance Survey © Crown copyright. All rights reserved. Licence number SR 100001268	Drawn by: CS



Infrastructure works for HIF

Code	House Type	Units	SOFT	SOA	Storey Height	TOTAL	FY TOTAL	% MIX	% MIX
Other	2 Bed	1	651.28	60.54	7 Storey	82	31,813.48	13	21
Stairway	2 Bed	1	121.00	11.51	3 Storey	14	5,423.53	18	56
Commons	2 Bed	1	100.00	9.52	1 Storey	21	8,113.00	14	44
Commons	2 Bed	1	1,051.40	97.43	1.5 Storey	49	18,371.40	35	100
Other	2 Bed	1	1,031.00	97.16	2 Storey	12	4,577.40	11	34
Other	2 Bed	1	1,052.00	100.00	3 Storey	50	18,560.00	16	50
Other	2 Bed	1	1,235.47	116.23	2.5 Storey	37	13,871.13	10	34
Other	2 Bed	1	129.81	12.24	2 Storey	11	4,138.57	3	9
Other	2 Bed	1	151.77	14.41	3 Storey	5	1,758.78	1	3
Other	2 Bed	1	1,007.02	95.73	1.5 Storey	2	7,564.00	1	3
TOTAL						360	312,742.56	100.00	100

	Area	Area	Area
Grass Area	14,019	17,226	11.6m
P.O.S.	1,772	4,391	11.6m
Road Pavement	0.802	0.743	11.6m
Other non Area	0.534	1.320	11.6m
Net site area	8,426	20.613	TOTAL
Density	42.7	DPH	
SAF per Area	15,941.20		

Thumscoe - Phase 3

NOTES:

This drawing shows the proposed site layout and infrastructure works. All dimensions are to be verified on site before any work commences. All dimensions are to be taken to the center of the structure unless otherwise stated. All dimensions are to be taken to the center of the structure unless otherwise stated. All dimensions are to be taken to the center of the structure unless otherwise stated.

PLANNING LAYOUT KEY:

Boundary treatments:

- 1800mm high screen wall
- 1800mm high timber fence
- 1000mm high metal railing
- Low lip fence

Other symbols:

- Affordable
- Block paving
- House reference
- Bin collection point (see collection bay area)
- Trees/vegetation to be retained
- Trees/vegetation to be removed

N	Distance to bus stop (approx. 100m)	01	20/12/20
M	Layout approved by the Council	02	19/02/20
L	Layout approved by the Council	03	03/03/20
K	Layout approved by the Council	04	27/03/20
J	Layout approved by the Council	05	21/04/20
H	Layout approved by the Council	06	20/05/20
G	Layout approved by the Council	07	15/06/20
F	Layout approved by the Council	08	08/07/20
E	Layout approved by the Council	09	29/07/20
D	Layout approved by the Council	10	19/08/20
C	Layout approved by the Council	11	09/09/20
B	Layout approved by the Council	12	25/09/20
A	Layout approved by the Council	13	24/10/20
100	Final approved	14	04/11/20



Thumscoe

Planning Layout

Scale: 1:500

Date: 16.06.19

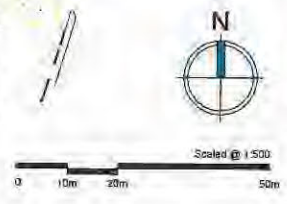
Sheet: 78

Project: SH

Year: 1926


Year: 1926.01

North Arrow



NOTE:
 This drawing design and construction are the right of STEN Architecture.
 All Dimensions are in the metric system and unless otherwise specified, all dimensions are in millimeters. If any dimensions are in meters, they will be indicated as such.
 If any other drawings are submitted to the local authority, refer to the specific details drawn by design, materials and specifications provided.



 Area to be maintained by management company

	
	
Thurnscoe	
POS Management plan	
SCALE: 1:500	DATE: 04.23.20
DRAWN BY: 1926	CHECKED BY: 1926.15



Annexure 2 – "Twenty Eighth Schedule – Building Lease"

**Lease for the construction and sale of dwellings and other buildings upon land
at land at Site 3, Reema Site, Thurnscoe**

Dated

BARNSLEY METROPOLITAN BOROUGH COUNCIL

And

KEEPMOAT HOMES LIMITED

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Lease

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LR2.2 Other title numbers

SYK536243

None.

LR3. Parties to this lease

Landlord

Barnsley Metropolitan Borough Council of Town Hall, Barnsley, South Yorkshire, S70 2TA ("Owner")

Tenant

Keepmoat Homes Limited Company Registration Number 02207338 whose registered office is at The Waterfront, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL ("Developer")

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

The land demised by this lease is known as land at Site 3, Reema Site, Thurnscoe defined as the **Land** in Clause 1 and more fully described in that definition.

LR5. Prescribed statements etc.

None.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR6. Term for which the Property is leased

The term as specified in this lease at Clause 1

LR7. Premium

As defined in Clause 1

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

See Schedule 4 Part 5.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Owner in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

See Schedule 1 Part 1.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

See Schedule 1 Part 2.

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

None

LR14. Declaration of trust where there is more than one person comprising the Tenant

Not applicable.

PARTICULARS

ESTATE NAME:

Site 3, Reema Site, Thurnscoe

LEASE

Dated

Between

- (1) **Barnsley Metropolitan Borough Council** of Town Hall, Barnsley, South Yorkshire, S70 2TA ("**Owner**" as referred to in Clause LR3 as the Landlord); and
- (2) **Keepmoat Homes Limited** (Company Registration Number 02207338 whose registered office is at The Waterfront, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL ("**Developer**" as referred to in Clause LR3 as the Tenant)

It is agreed:

1. DEFINITIONS

In this Lease the following definitions apply:

Adjoining Land means the land belonging to the Owner which is comprised in the land registered at the Land Registry with title number SYK571678 at the date of this Lease and any land remaining within title number SYK536243 which is not demised by this Lease and is shown for identification purposes on the plan marked "Plan 1" annexed at Annexure 1.

Adoptable Services means all Services which are intended to become adopted or maintainable at the public expense or by any public or statutory authority

Adoptable Highways means Highways intended to be adopted as maintainable by the highway authority (which for the avoidance of doubt shall include that part of Blackthorn Way which forms part of the Land) or highways built to an adoptable standard (but which may not be adopted).

Affordable Dwelling means a Dwelling the freehold interest in which is to be disposed of by the Owner to the Registered Provider for further disposal by the Registered Provider or on such other affordable terms as otherwise approved by the Owner (such approval not to be unreasonably withheld or delayed)

Approved Funder means such institutional funder of sufficient financial and technical capacity to comply with the obligations of the Developer under this Building Lease

Commence / Commenced / Commencement means a material commencement on the relevant phase in accordance with the Planning Permission and shall include (but not limited to) site preparatory works including site strip, bunding and earth moving and shall require 5 Dwellings having been commenced on each phase in respect of a Dwelling and for such to have been commenced by installation of foundations and in relation to a Dwelling alone means installation of foundations in respect of that relevant Dwelling

Commencement Date means the date of this Lease.

Common Areas means:

- (a) those parts of the Land not included in any Unit;

- (b) those Highways and Common Services not intended to be adopted as maintainable at public expense;
- (c) the sites and facilities comprising the sustainable urban drainage system; and
- (d) Open Space Land not intended to be transferred to the Management Company

and which it is intended shall be transferred to the Management Company

Common Services means any Services which are not to be adopted as maintainable at public expense

Completed means in respect of a Dwelling a cover note from the new homes warranty provider has been obtained

Construction Related Deadline means any one or more of the following:

- (a) Infrastructure Completed by the Infrastructure Completion Date
- (b) Practical completion of Development of Phase 1 by the Phase 1 Completion Date as may be extended pursuant to the Development Agreement
- (c) Commencement of Development of Phase 2 by the Phase 2 Commencement Date
- (d) Practical completion of Development of Phase 2 by the Phase 2 Completion Date
- (e) Commencement of Development Phase 3 by the Phase 3 Commencement Date

Development means the erection and completion on the Land of all buildings, erections, structures, Highways, drainage, infrastructure and other works in accordance with the Planning Permission including site preparation and the demolition of any existing buildings to provide for the erection of the Dwellings

Development Agreement means the agreement dated 18 March 2010 and made between (1) Keepmoat Homes Limited and (2) Barnsley Metropolitan Borough Council and (3) Keepmoat Limited as varied by the Deed of Variation dated 10 May 2018 the Second Deed of Variation dated 20 November 2019 and the Third Deed of Variation dated [] 2020

Dwelling means any house, bungalow, flat, maisonette or other single unit of residential accommodation constructed on the Land together with any land forming its curtilage and any other appurtenant structures.

EIR means the Environmental Information Regulations 2004 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

EIR Exception means any applicable exemption to EIR.

Enactment means statute, statutory instrument, statutory guidance, treaty, regulation, directive, byelaw, code of practice, guidance note, circular, common law

and any notice, order, direction or requirement given or made pursuant to any of them for the time being in force.

Estate Management Scheme means the scheme to secure the long-term stewardship and maintenance by the Management Company of the sites and facilities comprising the sustainable urban drainage system, the Common Areas and the Open Space Land within the Development as set out in the long term management strategy attached to this Lease as varied by agreement from time to time between the parties

Exempted Information means any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions.

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

FOIA Exemption means any applicable exemption to FOIA.

Freehold Unit means any Dwelling referred to in Part 1 of Schedule 4, the freehold interest in which is to be disposed of by the Developer to a Purchaser.

Highways means roads, cycleways, footpaths, pavements, accessways, squares, courtyards, driveways, forecourts, entranceways and ancillary verges, landscaped areas, lighting, street furniture, drains, other utilities and associated works.

Information

- (a) in relation to FOIA has the meaning given under section 84 of the FOIA; and
- (b) in relation to EIR has the meaning given under the definition of "environmental information" in section 2 of EIR.

Infrastructure means the services and infrastructure to be provided as shown coloured green on the plan attached at Annexure 1 and numbered "Plan 2"

Infrastructure Completed means the installation of services and construction of roads to base course level and completion of the Section 38 Agreement and Section 104 Agreement.

Infrastructure Completion Date means 31 March 2021.

Interest means interest at the rate of four per cent per annum above the base lending rate from time to time of Barclays Bank PLC (or of such other UK clearing bank as the Owner may designate from time to time by giving notice to the Developer) both before and after any judgment, calculated on a daily basis from the date on which the payment is due under this Lease to the date on which such payment is made.

Land means Site 3, Reema Site, Thurnscoe as shown edged red on the plan attached at Annexure 1 and numbered "Plan 3". **Lease** means this Lease and any document supplemental to it or entered into pursuant to its terms.

Local Planning Authority means Barnsley Metropolitan Borough Council or such other authority, as shall from time to time have authority to deal with town and country planning matters.

Management Company means Meadfleet Limited (or such other reputable party

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Premium means the sum of £158,994.00 (one hundred and ninety eight thousand nine hundred and ninety four pounds).

Prescribed Rate means 4% per annum above the base rate from time to time of Lloyds Banking Group plc.

Professional Team means all key consultants as that term is identified by the Owner and who shall be approved by the Owner (acting reasonably).

Purchaser means any person who shall take (or enter into a contract with the Developer to take) a transfer or lease (or any other disposal) of any Dwelling.

Registered Provider means Together Housing Limited or such other independent housing organisation listed as a provider of social housing on the register maintained by "the Regulator" under Section 111 of the Housing and Regeneration Act 2008 which complies with the requirements of the Thirtieth Schedule of the Development Agreement ;

Request for Information shall have the meaning set out in FOIA or any request for information under EIR which may relate to the Land, this Lease or any activities or business of the Owner.

Section 104 Agreement means an agreement pursuant to section 104 of the Water Industry Act 1991

Section 38 Agreement means an agreement pursuant to section 38 of the Highways Act 1980

Services means sewers, drains, channels, pipes, watercourses, gutters, wires, cables, pillars, turrets, amplifiers, poles, soakaways and any other apparatus for the supply, transmission or distribution of water, gas, electricity or telephone, radio or television signals or for the disposal of soil, foul water, rainwater or surface water, whether or not to be adopted as maintainable at public expense.

Term Commencement Date means the date hereof

Title Matters means the matters contained or referred to in (or in the documents contained or referred to in) the entries on the register of the title(s) under which the Owner holds the Land

Transfer (Affordable Dwelling) means a transfer or transfers of an Affordable Dwelling or Dwellings in a form to be agreed between the parties (acting reasonably)

Transfer (Freehold Unit) means a transfer or transfers of a Freehold Unit or Units in a form to be agreed between the parties (acting reasonably)

Unit means any Dwelling.

Unsold means in respect of a Dwelling where a contract with a Purchaser has not exchanged

VAT means value added tax charged under the Value Added Tax Act 1994 and shall include any interest, fine, penalty or surcharge in respect of value added tax charged.

Working Day means any day except Saturday, Sunday or any public holiday in England.

2012 Regulations means The Energy Performance of Buildings (England and Wales) Regulations 2012 (2012/3118), as amended or such replacement regulations.

2. INTERPRETATION

- 2.1 Terms specified in the Particulars shall have the meanings there given to them.
- 2.2 Where a Party includes two or more persons, the covenants made by that Party are made by those persons jointly and severally.
- 2.3 Words implying one gender include all other genders; words implying the singular include the plural and vice versa and words implying persons include any person or entity capable of being a legal person.
- 2.4 A covenant by the Developer not to do any act or thing includes a covenant not to permit or suffer such act or thing to be done.
- 2.5 A reference to any Enactment includes all modifications, extensions, amendments and re-enactments of such statute in force for the time being and all instruments, orders, notices, regulations, directions, bye-laws, permissions and plans for the time being made, issued or given under them or deriving validity from them.
- 2.6 Provisions are to be construed independently and, if any provision is void or wholly or partly unenforceable, then that provision, to the extent that it is unenforceable, shall be deemed not to form part of this Lease, but the validity and enforceability of the remainder of that provision or of the Lease shall not be affected.
- 2.7 A reference to a numbered clause, schedule or paragraph is a reference to the relevant clause, schedule or paragraph in this Lease.
- 2.8 Headings to clauses, schedules and paragraphs are for convenience only and do not affect the meaning of this Lease.
- 2.9 The words including and in particular shall be construed as being by way of illustration or emphasis only and shall not limit the generality of the preceding words.
- 2.10 References to the completion of a transfer or other disposal mean the execution and delivery of the necessary documents, not their subsequent registration.
- 2.11 Any right or exception granted or excepted in favour of the Owner shall be deemed to be granted or excepted in addition in favour of any other person authorised by the Owner.
- 2.12 Where the consent or approval of the Owner is required such consent or approval must be in writing and be signed by the Owner's asset manager development (or such other officer as shall have been notified in writing by the Owner to the Developer as being the appropriate officer for such purposes).

3. DEMISE AND PRICE

IN consideration of the payment of the Premium by the Developer to the Owner on the date hereof (which the Owner hereby acknowledges) and for the covenants on the part of the Developer contained in this Lease the Owner HEREBY DEMISES to

THE DEVELOPER with full title guarantee (save for the operation of sub-section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend as mentioned in sub-section 3(2)) ALL THAT the Land EXCEPT AND RESERVING to the Owner (and those authorised by the Owner) and its successors in title for the benefit of the Adjoining Land and each and every part thereof and the owners and occupiers thereof the rights, easements and privileges set out in Part 1 of Schedule 1 TO HOLD the same unto the Developer from the Term Commencement Date for the term of ONE HUNDRED AND TWENTY FIVE YEARS (determinable nevertheless as hereinafter mentioned) SUBJECT to all Title Matters and to all rights, easements, quasi-easements and privileges affecting the Land or any part thereof PAYING THEREFOR the yearly rent of ONE POUND (if demanded) on the anniversary of the date of this Lease.

4. THE DEVELOPER'S COVENANTS RELATING TO THE DEVELOPMENT

The Developer covenants with the Owner to comply with The Developer's obligations contained in Schedule 2.

5. TRANSFERS OF UNITS

The Developer and the Owner covenant with each other to comply with their respective obligations contained in Schedule 4.

6. TRANSFER OF COMMON AREAS

The Developer covenants to procure the transfer of the whole of the Common Areas to the Management Company as soon as reasonably practical after practical completion of all works to the Common Areas and in any event by Completion of the final Dwelling the Developer is constructing on the Land and covenants to join in, at any time at the Owner's request, a transfer of the whole or any part of the Common Areas to the Management Company so as to surrender the Developer's leasehold interest in the land transferred.

The transfer shall be in such form as the Developer and the Management Company shall reasonably require and shall be previously approved by the Owner in writing (such approval not to be unreasonably withheld or delayed).

7. TRANSFER ETC OF SERVICES AND HIGHWAYS

The Developer and the Owner covenant to enter into any leases, transfers, easements, licences, agreements or other document with any public or statutory authority or services provider in connection with any Adoptable Services or Highways or matters ancillary thereto or any accessways and/or services and/or ancillary apparatus which the Owner or its successors construct in exercise of the rights reserved under this Building Lease in such form as the Developer and/or the service or utility provider shall reasonably require (including any surrender or transfer of the Developer's interest in any land the subject of those documents) and as shall be approved previously in writing by the Owner (such approval not to be unreasonably withheld or delayed).

8. TRANSFER OF REMAINDER OF LAND AND SURRENDER OF LEASE

Following Practical Completion of the Development the Owner may, in its absolute discretion and without any obligation to require the same, within a period of 12 months from the completion of the Development require that the whole or part of such

land that has not already been transferred to the Developer or in accordance with clause 5 and/or 6 and/or 7 of this Building Lease should be surrendered back to the Owner at nil consideration and the Developer shall co-operate in such transfer (which shall take place on the date stipulated in writing by the Owner (following not less than 20 (twenty) Working Days' notice)) and shall execute the transfer as tenant under this Lease (in order to consent to the transfer and agree to the surrender of that part of this Lease as comprises the land being transferred) such transfer to be in a form previously agreed by the parties in writing (both parties acting reasonably).

9. Termination of Lease

In the event that clause 55.1.2.2 or clause 55.3.3.2 or clause 55.4.3.2 or clause 20 of the Development Agreement or clause 57 of the Development Agreement, this Lease shall terminate but the following provisions shall apply and shall survive such termination

- 9.1 In relation to Dwellings (including the Affordable Dwellings) that have a contract with a Purchaser and/ or have Commenced as at the date of termination then the Owner will grant upon the reasonable request of the Developer who will accept a new lease ("the New Lease") on the same terms as the terms of this Lease insofar as they are applicable of the land on which those Dwellings are constructed or are to be constructed together with the land required for the Infrastructure to serve such Dwellings and all other land identified by the parties (acting reasonably) as being required for such development (all such land being the "Undeveloped Land") together with all necessary rights and easements to be granted and reserved to enable the land and the remaining land to be developed and neither party will ransom the other when agreeing to the extent of those rights.
- 9.2 The New Lease shall include (but not by way of limitation) such of the following provisions but only to the extent that they are necessary and on terms which are reasonable in relation either to the development and ongoing use of the remainder of the Land ("the Remaining Land") or the Undeveloped Land (as applicable):
- 9.2.1 The right for the Owner to enter so far as necessary upon the Undeveloped Land to complete all accessways sewers services common parts open space or other matter which relate affect or would be used by the owner of occupier for the time being of any part of the Remaining land both before during and after the completion of the Dwellings on it or would be required to lawfully use Dwellings on the Remaining Land or to comply with any planning conditions or obligations or other legal requirement
- 9.2.2 The right for the Remaining Land and each and every party of it to connect into and use the Infrastructure and the right for the Remaining Land to construct maintain renew and repair the Infrastructure in the event that the Developer fails to construct maintain repair or renew the same in accordance with the Developer's obligations in the New Lease
- 9.2.3 The obligation on the owner as freehold owner of the remainder of the Remaining Land or the Undeveloped Land to join in any agreements or deeds of the adoption, dedication or transfer of the Infrastructure required for the adoption or vesting of services in the relevant services provider
- 9.2.4 Where the Infrastructure has not been completed obligations on Keepmoat to complete the Infrastructure in accordance with the requirements of this Lease

9.2.5 Common obligations on both the Owner and the Developer to procure that on the sale or letting of all Dwellings the management arrangements to any open space and/or non adoptable common series and/or areas designed by the Developer are imposed

9.2.6 The Developer will be provided with a period of 1 (one) year from the grant of the New Lease to Complete the Dwellings and if such Dwellings have not been completed by that date the Owner shall have the right to terminate the New Lease subject to a new lease being granted as per above but of Completed Dwellings only

9.3 The form of transfers shall be amended to ensure that each Dwelling is granted all such rights and easements as it shall reasonably require over both the Remaining Land and the Undeveloped Land (as applicable)

9.4 The Developer will itself accept and take up the New Lease and will execute a counterpart of it

10. **GENERAL PROVISIONS RELATING TO TRANSFERS**

Notwithstanding the completion of any transfer under this Lease, the provisions of this Lease shall remain in force in respect of anything remaining to be done by the Developer or the Owner. In particular, such completion is not to be treated as an acknowledgment by the Owner that the Developer has complied with any other obligations on its part.

11. **THE DEVELOPER'S FURTHER COVENANTS**

The Developer further covenants with the Owner as follows:

11.1 To pay (if demanded) the reserved rent on the days and in the manner aforesaid.

11.2 To pay Interest on any sum of money payable to the Owner by the Developer under this Lease which is not paid when payment is due.

11.3 To pay all rates, taxes, claims, assessments and outgoings whatsoever in respect of the Land (except in relation to any Dwelling which has been disposed of to a Purchaser in accordance with this Lease) now or hereafter imposed or charged upon the Developer or occupier.

11.4 To indemnify and keep indemnified the Owner from and against all claims, demands and liabilities howsoever arising from the use or occupation of the Land or its condition or any breach by the Developer of the provisions of this Lease or any act or omission of the Developer and its invitees in respect of the design of the Development or any part thereof and the materials and workmanship used by the Developer in the Development or any part thereof and any inaccuracies in the plan or other description of any Dwelling used in any transfer.

11.5 Not to use the Land other than for the Development.

11.6 Not to assign (save as provided by Clauses 13 and 14), underlet, transfer, charge, share or part with possession of or grant any licence or interest in respect of the Land or any part thereof except as permitted otherwise in this Lease save that the Developer shall be permitted with the prior written consent of the Owner (such consent not to be unreasonably withheld or delayed) to charge this Lease to a

person, firm or company providing the finance for the Development and in this context the Owner agrees that the Developer shall be permitted to charge this Lease to an Approved Funder providing the finance for the construction of the Development on terms approved in writing by the Owner (acting reasonably) including (without limitation) as to the detail of step in and/or cure rights for the Approved Funder and the Owner) and for the avoidance of doubt the Owner shall also act reasonably in relation to the approval of step in and/or cure rights in relation to any funder (not being an Approved Funder) that the Owner consents to taking a charge over the Developer's interest in this Lease in accordance with this clause

- 11.7 In relation to a Permitted Chargee it shall be a condition (without limitation to any other reasonable conditions) of the Owner's consent to the Permitted Chargee taking security over the Lease that the Permitted Chargee agrees that it shall not exercise any power of sale without first informing the Owner of its intention to do so (to enable the Owner to serve an Insolvency Termination Notice should the Owner choose to do so) and without the Permitted Chargee first covenanting for the benefit of the Owner that the Permitted Chargee (and its successors in title to the charge from time to time) shall only be entitled to exercise a power of sale by procuring the assignment of this Lease to a Suitable Substitute which has been approved by the Owner in accordance with the terms of this Lease
- 11.8 To pay all proper expenses (including solicitors' costs and surveyor's fees) incurred by the Owner of and incidental to and in connection with:
- 11.8.1 the preparation and service of any notice under Section 146 of the Law of Property Act 1925 and any proceedings under Sections 146 or 147 of that Act even if forfeiture is avoided otherwise than by relief granted by the Court; and
- 11.8.2 any notices or consents required or given under this Lease.
- 11.9 On the receipt of any notice, order, direction or thing from any competent authority affecting or likely to affect the Land whether the same shall be served directly on the Developer or the original or a copy thereof be received from any other person whatsoever the Developer will:
- 11.9.1 so far as such notice, order, direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions hereof require it so to do comply therewith at its own expense; and
- 11.9.2 forthwith deliver to the Owner a copy of such notice, order, direction or other thing.
- 11.10 At the end or sooner determination of the said term quietly to yield up the Land to the Owner in accordance with the covenants on the part of the Developer contained in this Lease.
- 11.11 Not to do anything on the Land which may be or become a legal nuisance or annoyance or cause damage or inconvenience to the Owner or to the Developer or occupiers of any adjoining or neighbouring land or cause or give rise to the significant possibility of significant harm to the health of living organisms and other interference with the ecological systems of which they form part or cause pollution of ground or surface water provided that the carrying out of the Development in accordance with the terms of this Lease will not in and of itself give rise to a breach of the obligation

- 11.12 Not to do anything on the Land which may become a legal nuisance or annoyance or cause damage provided that the carrying out of the Development in accordance with the terms of this Lease will not in and of itself give rise to a breach of the obligation.
- 11.13 To comply with all Title Matters.
- 11.14 Not to commence Development of Phase 3 prior to commencement of the Phase 3 Commencement Date without the consent of the Owner in its absolute discretion
- 11.15 In the event of a default by the Developer to execute any documents required under this Lease, the Developer irrevocably and by way of security appoints the Owner as its attorney and in its name and on its behalf and as its act and deed and in such manner as the attorney may think fit to sign execute seal deliver and do all deeds instruments acts and things which it is required to do under this Lease. The Developer covenants immediately on the request of the Owner to ratify and confirm all deeds, instruments, acts and things signed, executed, sealed, delivered and done under that appointment.

12. OWNER'S FURTHER COVENANTS

The Owner covenants with THE DEVELOPER as follows:

- (a) That the Developer observing and performing the several covenants and stipulations on the part of the Developer herein contained shall peacefully hold and enjoy the Land during the said term without any interruption by the Owner or any person rightfully claiming under or in trust for it.
- (b) If requested by the Developer as landowner in so far as it is necessary to dedicate the land, sewer or other matter the subject of the agreement on terms approved by the Owner in writing (acting reasonably) and subject to the Developer entering into an indemnity indemnifying the Owner against all liability for all proper costs, obligations and liabilities in connection or arising therefrom suffered by the Owner.
- (c) If requested by the Developer the Owner as landowner will enter into any transfers, leases, easements, licences or other agreements with any public authority or statutory undertaker in connection with the Adoptable Services or any service media and any ancillary apparatus on terms approved by the Owner in writing acting reasonably subject to the Developer entering into an indemnity (in a form required by the Owner) indemnifying the Owner against all liability for all proper costs, obligations and liabilities in connection or arising therefrom suffered by the Owner PROVIDED ALWAYS that this clause shall be subject to the overriding rights of the Owner to require transfers to be made to the Management Company and the relevant authority pursuant to Clauses 8 and 9.

13. FORFEITURE

In this Lease the following expressions shall have the following meanings:

Breach Termination Notice means a written notice served by the Owner on the Developer (copied to the Permitted Chargee) as described in this clause 13 referring to that clause and stating that failure to respond within 30 (thirty) Working Days could lead to the termination of this Lease;

Insolvency

means, in relation to THE DEVELOPER:

- (a) the appointment of:
 - (i) an administrator; or
 - (ii) a receiver and/or manager to this Lease or
 - (iii) a liquidator (whether compulsorily or voluntarily except for the purpose of a solvent reconstruction);
- (a) a chargee taking possession as mortgagee or seeking to exercise its powers and or rights as mortgagee of this Lease;
- (b) The filing of a petition for administration (save where such petition is successfully opposed)

(and **Insolvent** shall be construed accordingly);

Insolvency Termination Notice

means a written notice served by the Owner on the Developer (copied to the Permitted Chargee) as described in Clause 13 referring to that clause and stating that failure to respond within 30 (thirty) Working Days could lead to the termination of this Lease;

IP

means any of: a liquidator or administrator appointed to the Developer, or a receiver and/or manager appointed to the Lease of whom the Owner has written notice;

Material Breach

means material breach of this Lease by the Developer

Material Breach Notice

means a written notice served by the Owner on the Developer as described in Clause 13 referring to that clause;

Permitted Chargee

means any mortgagee of this Lease and/or holder of a floating charge over all or substantially all of the Developer's business and assets approved by the Owner pursuant to Clause 11.6 and of whom the Owner has written notice;

Suitable Substitute

means a person, firm or company, approved by the Owner in writing (such approval not to be unreasonably withheld or delayed) with the technical ability, commercial expertise and adequate financial facilities to complete the Development on the terms contemplated by this

Lease;

Terminate the Lease

means, in this clause the exercise by the Owner of any of the rights listed in Clause [] and Termination of this Lease shall be construed accordingly.

13.1 Owner's remedies on breach

(a) Insolvency event

If the Developer becomes Insolvent then and in any such case the Owner may serve an Insolvency Termination Notice after becoming aware of the Developer being Insolvent and in the case of a notice served by Permitted Chargee under clause 11 in relation to its intention to exercise a power of sale the Owner shall serve any Insolvency Termination Notice within 10 working days. Following the service of any Insolvency Termination Notice under this sub-clause, the provisions of Clause 14 shall govern the respective rights of the Owner, the Developer and the Permitted Chargee.

(b) Material Breach

- (i) If there shall be a Material Breach or a failure to meet a Construction Related Deadline then the Owner shall notify the Developer of such Material Breach or the failure to meet the Construction Related Deadline
- (ii) in relation to a Material Breach (but not a failure to meet a Construction Related Deadline) if the Material Breach is not rectified within a time period agreed between the parties then and in any such case the Owner may (save where the breach is in dispute in which case the provisions of clause 15 shall apply) serve a Breach Termination Notice. Following the service of any Breach Termination Notice under this sub-clause, the provisions of Clause 15 shall govern the respective rights of the Owner, THE DEVELOPER and the Permitted Chargee.
- (iii) in relation to a failure to meet a Construction Related Deadline, the Owner may in providing such notification in clause (b) (i)_ above or any time thereafter service a Breach Termination Notice and for the avoidance of doubt the failure to meet the Construction Related Deadline shall be a breach which is not capable of remedy by the Developer and Following the service of any Breach Termination Notice under this sub-clause, the provisions of Clause 15 shall govern the respective rights of the Owner, THE DEVELOPER and the Permitted Chargee.

(c) Failure to Carry out Works

In addition to and without prejudice to the Owner's remedies set out in Clauses 13.1(a) and 13.1(b) above if the Developer or the Permitted Chargee (as appropriate) shall fail to carry out or complete any of the works required by this Lease in accordance with the terms of this Lease and the Developer shall have failed to carry out the same within a reasonable period of a written notice served by the Owner on the Developer specifying the breach and requiring the Developer to remedy the breach and the reasonable period of time to effect such remedy the Owner its agents employees contractors and licensees shall (save where the breach is in dispute and that dispute is being dealt with pursuant to clause 16 of this Lease) at any time prior to such remediation be entitled to enter

the Land and to carry out such works itself and recover the proper costs properly incurred from the Developer within 10 working days of written demand.

13.2 Termination of the Lease

The Owner may not:

- (a) re-enter and take possession of the Land; or
- (b) forfeit the Lease;

unless it has first either served notice on the Developer (copied to the Permitted Chargee) and served an Insolvency Termination Notice in accordance with the terms of clause 13 or, as appropriate, a Breach Termination Notice in accordance with Clause 13

13.3 If the Lease is Terminated (and for the avoidance of doubt the provisions of this clause 13.3 are intended to survive post Termination of this Lease):

- (a) to the extent that the beneficial ownership of copyright, design right and any other intellectual property right in any documents, reports, investigations and designs submitted and approved as part of the Planning Permission (save in respect of the Developer's house types) is vested in it, the Developer grants to the Owner, any IP and the Permitted Chargee a royalty free, non-exclusive and irrevocable licence to use and reproduce any and all of such documents and the designs contained in them in connection only with its ownership of the Development, any works which were to be carried out by the Developer and the Land and this licence shall be freely assignable to third parties and carry the right to grant sub-licences;

- (b) to the extent that the beneficial ownership of copyright, design right or any other intellectual property right in any documents referred to in sub-clause 13.3(a) above is vested in any person other than the Developer including (without limitation) any of the Professional Team or other contractor or supplier the Developer shall use its reasonable endeavours to procure that the beneficial owner grants to the Owner non-exclusive and irrevocable licence to use and reproduce all and any of the documents and the designs contained in them, for any of the purposes and on the same terms as set out in sub-clause 13.3(a) above; and

- (c) the provisions of clause 9 shall apply.

13.4 Neither the Developer nor the Owner may vary or supplement (or attempt to vary or supplement) the Lease without the prior written consent of the Permitted Chargee, whose consent shall not be unreasonably withheld or delayed.

14. OWNER'S RIGHTS ON THE DEVELOPER'S INSOLVENCY

14.1 Within 30 (thirty) Working Days after the service of an Insolvency Termination Notice either:

- (a) the IP; or
- (b) if the Permitted Chargee has taken possession as mortgagee or is seeking to exercise its power of sale under the terms of its charge over the Lease, the Permitted Chargee shall confirm in writing to the Owner whether it:

- (i) proposes to complete the Development in accordance with the terms of this Lease; or
 - (ii) proposes to seek a Suitable Substitute to complete the Development; or
 - (iii) proposes not to complete the Development.
- 14.2 The IP or Permitted Chargee may (if either so wishes) indicate in a notice served under Clause 14.1 that it proposes to take the action specified in Clause 14.1(b)(i) pending Clause 14.1 (b)(ii) above. If the IP or Permitted Chargee has given such an indication and taken the action in Clause 14.1(b)(ii) within the requisite time scale it will be entitled within a period of three months from the date of service of the Insolvency Termination Notice to seek a Suitable Substitute to complete the Development and the provisions set out in Clause 14.4 (other than as to timescale where the provisions of this Clause 14.2 will apply instead) will apply in relation to any Suitable Substitute proposed during that three month period.
- 14.3 Where the IP or Permitted Chargee informs the Owner in writing pursuant to Clause 14.1 that it will complete the Development then the IP (acting in its capacity for and on behalf of the Developer and without any personal liability) and/or the Permitted Chargee (as the case may be) shall be bound by the terms of this Lease from the date of that notification (and the Permitted Chargee shall take an assignment of both the benefit and burden of this Lease within a further 20 Working Days after serving that notification) and (subject to any arrangements for curing any antecedent breaches by the Developer and/or with such extension of the programme and the Construction Related Deadlines as is reasonable to permit completion of the Development as the IP or Permitted Chargee and the Owner shall agree, acting reasonably) (or in the absence of agreement as determined by an expert in accordance with Clause 16)) on any breach of the terms of this Lease by the IP or Permitted Chargee following that assignment the Owner's rights to forfeit as set out in this Lease will apply but not the obligations on the Owner's part set out in Clause 13.
- 14.4 Where the IP or Permitted Chargee indicates to the Owner in writing pursuant to Clause 14.1 that it will seek a Suitable Substitute then within 3 (three) months (subject to the provisions of Clause 14.9) after serving that notification it must:
- (a) identify that Suitable Substitute;
 - (b) obtain the Owner's written approval to that Suitable Substitute (such approval not to be unreasonably withheld or delayed); and
 - (c) procure that the Suitable Substitute enters into an assignment of this Lease with new arrangements for curing any antecedent breaches by the Developer and such extension of the programme and the Construction Related Deadlines as is reasonable and is agreed by the parties acting reasonably in order to permit the completion of the Development and (in the case of the Suitable Substitute) secure development funding as the Suitable Substitute and the Owner shall in writing agree, acting reasonably (or in the absence of agreement as determined by an expert in accordance with Clause 16)
- 14.5 If:
- (a) the IP or Permitted Chargee fails to respond to an Insolvency Termination Notice within 30 (thirty) Working Days of service; or
 - (b) their response indicates that they do not wish to complete the Development; or

- (c) the Lease is not assigned within the timescale required by Clauses 14.3 or 14.4 as the case may be;
- (d) the IP or Permitted Chargee or Suitable Substitute fails to comply with the obligations in the Lease (amended as applicable in accordance with this clause)

The Owner may on the earlier of:

- (e) the expiry of that 30 (thirty) Working Day period; and
- (f) receipt of such response; and
- (g) on expiry of the period for assignment;
- (h) the material breach of the Lease

respectively terminate the Lease.

- 14.6 If the Owner terminates the Lease then the provisions of clause 9 will apply and the Owner will have regard to its common law obligation to mitigate against its loss.

15. **OWNER'S RIGHTS FOLLOWING MATERIAL BREACH OF THIS LEASE**

- 15.1 Within 30 (thirty) Working Days after the service of a Breach Termination Notice identifying a material breach of this Lease or a breach of the Construction Related Deadline the Permitted Chargee shall confirm in writing to the Owner whether it:

- (a) proposes to complete the Development in accordance with the terms of this Lease; or
- (b) proposes to seek a Suitable Substitute to complete the Development; or
- (c) proposes not to complete the Development.

- 15.2 Where the Permitted Chargee informs the Owner pursuant to Clause 15.1 they propose to either seek a Suitable Substitute or to complete the Development, then (subject to the provisions of Clause 15.1), within 3 (three) calendar months of service of the Breach Termination Notice the Permitted Chargee must either:

- (a) where they have indicated an intention to seek a Suitable Substitute:
 - (i) identify that Suitable Substitute;
 - (ii) obtain the Owner's written approval to that Suitable Substitute; and
 - (iii) procure that the Suitable Substitute enters into an assignment of this Lease with such extension of the programme (as contained in the Approved Plans Schedule) and the Construction Related Deadlines as is reasonable and agreed by the parties acting reasonably in order to permit the completion of the Development and (in the case of the Suitable Substitute) secure alternative development funding and subject to any arrangements for curing any antecedent breaches by the Developer and the Suitable Substitute and Owner shall agree acting reasonably (or in the absence of agreement as determined by an expert in accordance with Clause 16); or

- (b) where they have indicated an intention to complete the Development enter into an assignment of this Lease with such extension of the programme and the Construction Related Deadlines as is reasonable and agreed by the parties acting reasonably to permit the completion of the Development and subject to any arrangements for curing any antecedent breaches by the Developer as the IP or Permitted Chargee and the Owner shall agree acting reasonably (or in the absence of agreement as determined by an expert in accordance with Clause 15.
- 15.3 Where the Permitted Chargee has responded within the period referred to in Clause 15.1 confirming it will seek either a Suitable Substitute or will complete the Development, the Owner will not take any steps to Terminate the Lease for the reasons set out in Clause 15.1 until after the expiry of the time periods permitted to allow for the assignment of this Lease set out in Clause 15.2
- 15.4 Where the Permitted Chargee does not respond within the requisite period referred to in Clause 15.1 or has replied indicating it will not be taking any action the Owner shall be entitled forthwith to Terminate the Lease.
- 15.5 If the Permitted Chargee fails to complete the assignment of the Lease directly or to a Suitable Substitute in accordance with Clause 15.2 the Owner may, without prejudice to any right of action or remedy which may have accrued in respect of any antecedent breach by either party of this Lease, Terminate the Lease.
- 15.6 Where there is no Permitted Chargee the Owner shall be entitled to Terminate the Lease on the expiry of 30 (thirty) Working Days from the date of the Breach Termination Notice.
- 15.7 If the Permitted Chargee or Suitable Substitute subsequently fails to comply with the obligations in the Lease the Owner may forthwith terminate the Lease
- 15.8 If the Owner terminates the Lease then it will have regard to its common law obligations to mitigate against its loss.
- 15.9 Pending completion of any assignment and or actual Termination of this Lease pursuant to this Clause 15 the Developer shall remain liable for and shall continue to perform the provisions of this Lease unless the Owner otherwise directs.
- 15.10 Where the Owner has received from the IP or the Permitted Chargee all the information that the Owner reasonably requires in order to decide whether or not to approve a person identified by the IP or the Permitted Chargee as a potential Suitable Substitute (and any funder of the Suitable Substitute), and has not notified the IP or the Permitted Chargee within 30 (thirty) Working Days of receipt of a written request from the IP or the Permitted Chargee whether or not it approves the Suitable Substitute (and any funder of the Suitable Substitute), then the period of three months referred to in Clause 15.2 shall be extended by the number of days equal to the number of days by which the Owner's response time exceeds 30 days.

16. **DISPUTES**

16.1 In this Lease:

Dispute shall mean and include any difference or dispute between the Owner and the Developer arising out of or in connection with this Lease which the Owner and the Developer have been unable to resolve between them prior to referring the matter for resolution in accordance with the provisions of this Clause 16 and shall include any

question as to the validity or interpretation of this Lease and any dispute arising before or after Termination of this Lease;

Senior Representative shall mean any director or senior executive officer of the Owner

16.2 All Disputes which may arise between the Owner or the Developer shall be resolved in accordance with the procedures of this Clause 16.

16.3 Any Dispute which may arise shall first be referred to the Senior Representative of the Owner and the Developer for resolution through negotiation. Either the Owner or the Developer may at any time give 10 (ten) Working Days' notice to the other requiring that a Dispute be referred to the Senior Representatives of the Owner and the Developer. Any such notice shall contain brief particulars of the Dispute which is to be so referred. The Senior Representatives will meet within 10 (ten) Working Days of the expiry of the notice, or within such shorter or longer period as may be agreed between the Owner and the Developer and shall at their meeting negotiate in good faith in an attempt to resolve the Dispute. The Owner and the Developer shall bear their own costs of referring a Dispute to Senior Representatives for resolution through negotiation.

16.4 If a Dispute is not resolved by Senior Representative, or if a Dispute has not been resolved within 20 (twenty) Working Days after service of notice requiring that a Dispute be referred to Senior Representatives for resolution, either the Owner or the Developer shall be entitled to implement the dispute resolution procedure as set out in the following sub-clauses:

16.4.1 Any dispute arising between the Owner and the Developer over any calculation or valuation to be made under this Lease shall be referred to an expert to be agreed upon by the parties, or failing agreement, to an expert nominated by the President for the time being of the Royal Institution of Chartered Surveyors and the expert's determination of the calculation or valuation shall be conclusive and binding;

16.4.2 In so far as the provisions of this Lease require the form and contents of any document to be entered into between any of the parties hereto to be settled and the settling or conditions of such form shall not be agreed then the same shall be settled by counsel of at least 7 years call and experienced in property matters willing to act and in default of agreement as to his appointment to be appointed by the President for the time being of the Law Society;

16.4.3 Any costs payable by reason of the provisions of this Clause 16 shall be borne initially in equal proportions by the Owner and the Developer and thereafter as may be adjusted by the award or awards pursuant to the provisions thereof.

17. NOTICES ETC

17.1 Any notice, decision, direction, approval, authority, permission or consent to be given by the Owner under this Lease must be in writing and shall be valid and effectual (unless express provisions be made to the contrary) if signed by the director or such other officer or agent as the Owner may from time to time by resolution designate for the purpose.

17.2 Any notice, decision, direction, approval, authority, permission or consent to be given by a Party shall be sufficiently served, in the case of anything to be served on the Developer, by being sent by post to the Developer at its registered office for the time being copied to the regional office and to the Developer's solicitors and, in the case of anything to be served on the Owner, by being left or sent by prepaid registered post or by recorded delivery to the Owner at Town Hall, Barnsley, South Yorkshire, S70 2TA and marked for the attention of the asset manager (or such other address or reference as may be notified in writing by the Owner to the Developer for such purpose).

18. THE OWNER'S POWERS AND LIABILITY

18.1 Nothing herein contained or implied shall prejudice or affect the Owner's rights, powers, duties and obligations in pursuance of its objects as a statutory body and the rights, powers, duties and obligations of the Owner under all public or private statutes, byelaws, orders and regulations may be as fully and effectually exercised in relation to the Land and the Development as if the Owner were not The Developer of the Land and this Lease had not been executed by it.

19. VALUE ADDED TAX

19.1 All monies payable under the terms of this Lease are paid exclusive of VAT.

19.2 In the event of VAT being chargeable on such monies the Developer will on demand pay the same to the Owner at the appropriate rate in exchange for a VAT invoice addressed to the Developer.

20. ACKNOWLEDGMENT

20.1 The Parties to this Lease do not intend that any term of this Lease shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party.

20.2 No variation of this Lease shall be made other than by deed.

21. MANAGEMENT COMPANY

21.1 The Developer shall as soon as possible and in any event by the Phase 1 Completion Date devise an Estate Management Scheme which is acceptable to the Owner (acting reasonably) and this shall form part of the long term management strategy and such Estate Management Scheme conforming to the stipulations contained in any Planning Agreements and the Developer shall comply with the same

22. FREEDOM OF INFORMATION ETC

22.1 The Developer acknowledges that the Owner is subject to legal duties which may require the release of Information under FOIA and/or EIR and that the Owner may be under an obligation to provide Information subject to a Request for Information. The parties acknowledge that such Information may include matters relating to, arising out of or under this Lease and any information provided by the Developer prior thereto.

22.2 The Owner shall be responsible for determining in its absolute discretion whether:

(a) any Information is Exempted Information or remains Exempted Information;

or

- (b) any Information is to be disclosed in response to a Request for Information

and in no event shall the Developer respond directly to a Request for Information to which the Owner is required to respond to, except to confirm receipt of the Request for Information and that the Request for Information has been passed to the Owner, unless otherwise expressly authorised to do so by the Owner.

- 22.3 Subject to Clause 22.4 below the Developer acknowledges that the Owner may be obliged under FOIA or EIR to disclose Information:

- (a) without consulting the Developer; or
- (b) following consultation with the Developer and having taken (or not taken, as the case may be) its views into account.

- 22.4 Without in any way limiting Clauses 22.2 and 22.3 in the event that the Owner receives a Request for Information the Owner will, where relevant, as soon as reasonably practicable notify the Developer.

- 22.5 The Developer will assist and co-operate with the Owner as requested by the Owner to enable the Owner to comply with its disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its employees, agents and sub-contractors will) at their own cost:

- (a) transfer any Request for Information received the Developer to the Owner as soon as practicable after receipt and in any event within 2 (two) Working Days of receiving a Request for Information;
- (b) provide all such assistance as may be required from time to time by the Owner and supply such data or information as may be requested by the Owner;
- (c) provide the Owner with any data or information in its possession or power in the form that the Owner requires within 5 (five) Working Days (or such other period as the Owner may specify) of the Owner requesting that Information;
- (d) ensure that all Information produced in the course of this Lease or relating to this Lease is retained for disclosure; and
- (e) permit the Owner to inspect all records retained in accordance with Clause 22.5(d) as requested from time to time.

- 22.6 Nothing in this Lease will prevent the Owner from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information.

23. **LAW**

This Lease is governed by and shall be construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.

24. **COMMENCEMENT**

For the avoidance of doubt the provisions of this document (other than those contained in this clause 24) shall not have any effect until this document has been dated.

SCHEDULE 1 – GRANTS AND RESERVATIONS

Part 1 - Rights easements and privileges

None

Part 2 – Exceptions and reservations

1. A right of way (until adoption) at all times and for all purposes over and along with or without vehicles all roads and on foot only all footpaths constructed upon the Land and the right to construct connections into such roads and footpaths and in the absence of available roadways and footpaths to connect into the right to construct new roadways and footpaths on the Land (subject to the provisions of clause 57 of the Development Agreement) to provide access to and from the Adjoining Land to and from the adopted highway such connections and new roadways and footpaths to be subject to the prior written consent of the Developer (such consent not to be unreasonably withheld or delayed).
1. The right to free passage of water, soil, gas and electricity, telephone, radio or television signals and other services through the Services time running through, in, on under or over or attached to the Land.
2. The right to use, install, lay, clean, enlarge, extend, connect into, repair, reconstruct, divert, remove, alter and replace Services now or at any time in, under, over or attached to the Land and to enter upon such part of the Land as may be necessary (but excluding any parts which have permanent structures upon them or are within building lines) for any of the foregoing the person so entering doing as little damage as possible and as soon as reasonably possible making good any damage done.
3. A right of entry on to the Land in order to carry out any works to the Land and/or any Adjoining Land.
4. All other rights of entry given to the Owner referred to elsewhere in this Lease.
5. The right to enter upon all such parts of the Land as may be appropriate for any other reasonable purpose connected with the Development and/or the Adjoining Land
6. All rights, easements, quasi-easements and privileges granted to, or enjoyed by, any third party in respect of the construction of any infrastructure or related matters.
7. The right to have for itself and persons authorised by it cooling and heating plant on the Land and for the Developer to design the Development so that all Units benefit from such cooling and heating plant

SCHEDULE 3 – THE DEVELOPER’S COVENANTS

The Developer will comply fully with the obligations on the part of the Developer under the Development Agreement including without prejudice to the generality of the foregoing the obligations in relation to the Development and the obligations in the Thirtieth Schedule (Planning Obligations) of the Development Agreement

SCHEDULE 4 – FREEHOLD UNITS

Part 1 – Transfer etc of Freehold Units

1. The Developer shall procure the transfer of the freehold interest in each Freehold Unit to a Purchaser at arm's length or if required by Help to Buy or other funding requirements to the Developer but subject to the immediate transfer on to the Purchaser at arm's length, with vacant possession as soon as reasonably practicable after but not before the Dwelling is Completed and nothing shall require the Owner to transfer the Dwelling to the Developer or any Purchaser or any other third party before the Dwelling is Completed .
2. Subject to other paragraphs of this Part of this Schedule, the Owner will transfer the freehold interest in each Freehold Unit to the relevant Purchaser on the following terms:
 - (b) the Transfer (Freehold Unit) shall be executed by the parties in duplicate;
 - (c) the Owner need not deduce title (having already deduced title to the Developer before completion of this Lease), nor answer any requisitions or enquiries (whether raised by the Developer or any other person);
 - (d) the Developer shall send the Transfer (Freehold Unit) in duplicate to the Owner not less than 5 (five) Working Days before the anticipated date for completion of the transfer);
 - (e) the Owner is to execute such documentation as expeditiously within 5 (five) Working Days and deliver the same to the Developer as expeditiously as reasonably possible following execution
3. Within 5 (five) Working Days after the completion of any Transfer (Freehold Unit), the Developer shall procure the delivery to the Owner's Solicitors of a certified copy of the completed form of transfer
4. Any reference to Unit in this Schedule 4 shall be to a Freehold Unit.

Part 2 – Affordable Dwellings

1. The Owner will transfer to the Registered Provider the freehold interests in (an) Affordable Dwelling(s) when requested by the Developer at any time on the following terms
 - a. The form of Transfer (Affordable Dwellings) shall be executed by the parties in duplicate;
 - b. The Owner need not deduce title (having already deducted title to the Developer before completion of this Lease), nor answer any requisitions or enquiries (whether raised by the Developer or any other person);
 - c. The Developer shall send the following documents to the Owner not less than 5 (five) Working Days before the anticipated date for completion of the transfer:
 - i. The Transfer (Affordable Dwellings) (in duplicate)

- ii. A copy of the undated build contract with the Registered Provider (if applicable)
- d. The Owner is to execute the Transfer (Affordable Dwellings) within 5 (five) Working Days and deliver the same to the Developer as expeditiously as reasonably possible following execution

Annexures

1 Plans



wardhadaway
Sandgate House, 102 Quayside Newcastle upon Tyne
Tel: 0191 2044000 Fax: 0191 2044110

Client: **Keepmoat homes Ltd**

File: **KEE061.21**

Rev:

Title: **Adjoining Land Plan**

Land at Merrill Road
Thurmscoe
Rotherham

Scale: **1:2500@A2**

Date: **25/09/20**

Ordnance Survey © Crown
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Licence number SR 100001268



Drawn by: **CS**



Infrastructure works for HIF

Code	House Type	Base	SOFT	SQ M	Storey Height	TOTAL	FTS TOTAL	% MA	% MIX
ABBY	2/4F	2.4m	111.11	13.52	2 Storey	27	15,411.37	33	23
Boundary	1/1F	1.8m	171.11	27.51	2 Storey	57	32,421.71	10	36
Cadogan	1/1F	1.8m	140.00	17.71	2 Storey	35	20,100.00	1	1
Edinburgh	1/1F	1.8m	135.44	17.28	2.5 Storey	40	22,714.40	20	14
Edwina	1/1F	1.8m	1,041.01	13.78	2 Storey	27	15,371.20	1	1
Tiffin	1/1F	1.8m	1,052.21	13.71	2 Storey	27	15,480.00	6	16
London	1/1F	1.8m	1,251.21	16.25	2.5 Storey	32	18,000.00	1	3
Palmer	1/1F	1.8m	731.21	9.74	2 Storey	11	6,134.37	1	1
Turkey	1/1F	1.8m	1,052.21	13.71	2 Storey	27	15,480.00	1	1
TOTAL						360	132,742.56	100.00	100

Item	Area	Acres	ft	ft
Gross Site Area	11,819	27.278	11,819	93
P.O.S.	1,777	4.011	11,819	308
Road Frontage	0,302	0.746	11,819	58
Other Wet Areas	0,554	1.230		
Net Site Area	8,410	19.021		
Setback	-42.7	0.096		
Net Site Area	8,367.3	18.925		

NOTES:
This drawing is the property of STEN Architecture.
All dimensions are as set out unless otherwise stated.
If any dimensions, notes or annotations are not shown, please refer to the relevant drawing.
If any other drawings are referred to in this drawing, please refer to the specific drawing for details, materials and specific working practices.

- PLANNING LAYOUT KEY:**
- Boundary treatments
 - 1800mm high screen wall
 - 1800mm high timber fence
 - 1000mm high metal railings
 - Low top fence
 - Asfordable
 - Block paving
 - House reference
 - Bin collection point (see schedule A/D details)
 - Tree/vegetation to be retained
 - Tree/vegetation to be removed

Code	Description	Area	Notes
N	Boundary C (Screen) divided at ground level	25	50.00.25
M	Landscape area with 1800mm high screen wall	15	30.00.15
L	Landscape area with 1800mm high timber fence	15	30.00.15
K	Landscape area with 1000mm high metal railings	15	30.00.15
J	Landscape area with low top fence	15	30.00.15
H	Landscape area with 1800mm high screen wall and 1000mm high metal railings	15	30.00.15
G	Landscape area with 1800mm high screen wall and 1000mm high metal railings	15	30.00.15
F	Landscape area with 1800mm high screen wall and 1000mm high metal railings	15	30.00.15
E	Landscape area with 1800mm high screen wall and 1000mm high metal railings	15	30.00.15
D	Landscape area with 1800mm high screen wall and 1000mm high metal railings	15	30.00.15
C	Landscape area with 1800mm high screen wall and 1000mm high metal railings	15	30.00.15
B	Landscape area with 1800mm high screen wall and 1000mm high metal railings	15	30.00.15
A	Landscape area with 1800mm high screen wall and 1000mm high metal railings	15	30.00.15
NET	NET SITE AREA	8,367.3	18.925



DATE	1926
DATE	1926.01
DATE	1926.01
DATE	1926.01

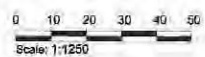


Scaled @ 1:500
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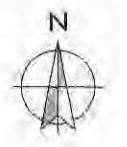
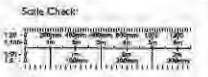


KEY

-  Site Boundary
-  Title No: SYK56243
Barnsley Metropolitan Borough Council
-  Title No: SYK304721
Yorkshire Housing Ltd
-  Transfer dated 30 March 2006
Jeffrey Philip Anders & Susan Elizabeth Anders
-  Rights of Access
from Transfer dated 30 March 2006
-  Title No: SYK566130 Leasehold
Yorkshire Electricity Distribution PLC
-  Electricity Equipment
-  BT Equipment
-  Water Pipes
-  Surface Water Pipes
-  Sewer Pipes
-  Gas Pipes
-  Public Rights of Way (Footpaths)
-  Public Rights of Way (Bridleways)
-  Adopted Highways



 <small>Sanalain House, 102 Quayside Newcastle upon Tyne Tel: 0191 2044000 Fax: 0191 2044110</small>	
Client: Keepmoat Homes Ltd	
File: KEE061.46	Rev: 2
Title: Plan 3 Land at Merrill Road Thurnscoe Rotherham	
Scale: 1:1250@A1	Date: 09/09/20
<small>Ordnance Survey © Crown copyright. All rights reserved. Licence number SR 100001268</small>	Drawn by: CS





PHASE 2

DATE	22/07/2020	DRAWN	OF
SCALE	1:500	CHK	IP

Phasing Layout - Phase 2

Thurnscoe 3
Barnsley

Dwg No 2066-Phase-002

Keepmoat, The Waterfront, Lakeside Boulevards,
Doncaster, DN4 5PL
Tel: 01509 346520 www.keepmoat.com



Executed as a deed (but not delivered until the date hereof) by

affixing the Common Seal of **Barnsley Metropolitan Borough Council** in the presence of:-

.....

Authorised Signatory

Executed as a deed by	)	.....
KEEPMOAT HOMES LIMITED acting by [NAME	)	Director
OF DIRECTOR])	
In the presence of:)	
Witness signature		.....
Name		.....
Address		.....
	
Occupation		.....

Executed as a deed by	)	.....
[NAME OF ATTORNEY] as attorney for	)	Attorney for Keepmoat Homes Limited
KEEPMOAT HOMES LIMITED)	
Under a power of attorney dated [INSERT DATE)	
OF POWER OF ATTORNEY])	
In the presence of:)	
Witness signature		.....
Name		.....
Address		.....
	
Occupation		.....

Annexure 3 – "Twenty Ninth Schedule – HIF Agreement"

Grant Funding Flow-Down Agreement in relation to:

Programme: Housing Infrastructure Fund (Marginal Viability Fund)
Project: Seasons Phase 3, Thurnscoe Housing Development, Barnsley

Dated 2020

Parties:

- (1) **Barnsley Metropolitan Borough Council** of Westgate Plaza, 1 West Street, Westgate, Barnsley, S70 2DR (the **Local Authority**); and
- (2) **Keepmoat Homes Limited** of The Waterfront, Lakeside Boulevard, Doncaster, DN4 5PL (company number: 02207338) (the **Developer**).

PCS No: 29767 Seasons Phase 3, Thurnscoe Housing Development, Barnsley
Homes England Programme: Housing Infrastructure Fund (Marginal Viability Fund)

Recitals

- 1.1 Homes England has agreed to make the Grant Funding available to the Local Authority on the terms of the grant funding agreement dated 12th July 2019 (the **Grant Funding Agreement**).
- 1.2 The Local Authority agrees to flow down the grant funding to the Developer on the terms of this Agreement.
- 1.3 These recitals, the schedules (including Standard Terms and Conditions of Funding as they apply mutatis mutandis) and the Appendices to this Agreement are incorporated into and form part of this Agreement.
- 1.4 The Developer agrees to repay the value of the grant (or any part of it), if necessary, to the Local Authority in accordance with the claw-back and overpayment provisions contained in this Agreement.

2. General

- 2.1 All definitions and principles of interpretation set out in the standard terms and conditions of Funding specified in Schedule 2 shall apply to this Agreement (including the schedules to this Agreement), together with the Project specific definitions set out in Schedule 1 **Error! Reference source not found.** and the schedules and the Appendix to this Agreement are incorporated into and form part of this Agreement.
- 2.2 The Developer acknowledges and agrees that Homes England's obligation under the Grant Funding Agreement to provide the Funding to the Local Authority is subject to Homes England receiving any approvals Homes England may require (whether internally or from central Government) and on central Government making funds available to Homes England for the Funding. The Local Authority will not be in breach of its obligations under this Agreement if it is unable to provide the Funding to the Developer should any such approval and/or funding not be forthcoming.
- 2.3 The key principles of the proposed Funding for the Project are as follows:

Total Commitment	means up to two million thirty nine thousand and eighty five pounds (£2,039,085.00)
-------------------------	---

Project	means: 1. the HIF Funded Infrastructure Works; and 2. the Wider Project;
HIF Funded Infrastructure Works	means the infrastructure works to be funded by the Housing Infrastructure Fund (Marginal Viability Fund) pursuant to the Grant Funding Agreement including but not limited to the remediation of gradient by ground remodelling, the construction of highways as principal infrastructure for the site to enable access to serviced development plots, drainage works associated within the primary highway infrastructure along with associated surface water drainage and the delivery of 6,751 square metres of public open space at the Site;
Wider Project	means the residential development of not less than 311 Residential Units on the Site together with associated infrastructure or any other construction on the Site;
Site	means all of the land and buildings known as Site 3 Thurnscoe land on the north and south sides of Lingamoor Leys, Thurnscoe registered at Land Registry under part [note – is it part or the whole] of Title Number SYK536243 and identified on the plan at Appendix 1 to this Agreement [note – this will need to be the plan attached to the Grant Funding Agreement for consistency];
Availability Period for Funding	means the period from the date of this Agreement until 31 March 2021
Outputs and Milestones	As referred to in Schedule 3
HIF Funded Infrastructure Works Start Date	31 July 2020
Start Date of Project	31 July 2020
Project Completion Date	31 March 2028
Restriction on title In favour of Homes England requiring Homes England's consent to dispositions made in relation to the Site	Yes

3. Conditions Precedent to Funding

3.1 Conditions precedent to each Claim for Funding:

Homes England's obligations under the Grant Funding Agreement to make available any Funding is subject to the conditions precedent more particularly specified in **paragraph 1, Schedule 4**, each being in a form and substance satisfactory to Homes England at the time:

- (a) when the Local Authority delivers a Claim Form to Homes England; and
- (b) when such Funding is to be made available to the Local Authority.

3.2 The Developer agrees to cooperate in good faith with the Local Authority for the purposes of preparing and delivering each Claim Form to Homes England.

3.3 The Developer acknowledges that the Local Authority will not make available to the Developer any Funding until it is provided to the Local Authority by Homes England.

3.4 The conditions precedent required by Homes England pursuant to Clause 3 of the Grant Funding Agreement are for the sole benefit of Homes England and may only be waived or otherwise deferred by Homes England in writing at its entire discretion.

3.5 Funding

3.5.1 Subject to **clauses 2.2** and 3.1 and the Standard Terms and Conditions of Funding and the other matters set out in this Agreement, the Local Authority agrees to provide the Funding to the Developer upon the terms set out in Schedule 2 (which are the same terms as Schedule 2 of the Grant Funding Agreement).

3.5.2 The Developer shall at all times comply with the terms of Schedule 2 as they apply mutatis mutandis so that for the avoidance of doubt the Developer agrees with the Local Authority to comply with all obligations of the Local Authority under and other provisions of Schedule 2 and warrants with the Local Authority as per the warranties from Schedule 2 and indemnifies the Local Authority as per clause 15 of Schedule 2.

3.6 Reporting

The Developer agrees to cooperate in good faith with the Local Authority for the purposes of preparing and delivering to Homes England the Monitoring and Progress Reports in accordance with paragraph 9 to the Standard Terms and Conditions.

3.7 Communications

3.7.1 The Local Authority contact is Sarah Cartwright, Group Lead, Housing Growth.

All correspondence with the Local Authority must be in writing and either be delivered at or sent by first class post to Barnsley Metropolitan Borough Council, Westgate Plaza, 1 West Street, Westgate, Barnsley, S70 2DR.

3.7.2 The Developer contact is Land Director

All correspondence with the Developer must be in writing and either be delivered at or sent by first class post to:

The Waterfront, Lakeside Boulevard, Doncaster, DN4 5PL

3.7.3 Any notice or other communications between us shall be accepted as having been received;

- (a) if sent by first-class post, three days after posting exclusive of the day of posting; or
- (b) if delivered by hand, on the day of delivery,

Either of the Local Authority or the Developer may change the details of service by notice in accordance with the above.

3.8 Amendments to the Agreement

The Local Authority may amend or vary the Agreement where either:

- (a) mandatory changes are required by the UK or EU laws or regulations;
- (b) changes are required by the Local Authority to reflect variations to the Grant Funding Agreement; and/or
- (c) by mutual written consent between the Local Authority and the Developer.

4. TERMINATION

The Local Authority reserves the right to terminate this Agreement by notice in writing and / or to implement Clause 5 with immediate effect where:

- (a) the Developer fails to achieve any Output or Milestone [note – for consistency with the Grant Funding Agreement];
- (b) the Developer fails to remedy any breach of this Agreement which is capable of remedy within 14 days of the Local Authority requesting the Developer to do so;
- (c) the Developer becomes Insolvent;
- (d) the Developer commits a breach of this Agreement which is incapable of remedy; or
- (e) the Grant Funding Agreement terminates for any reason.

5. CLAWBACK

5.1 In the event that the Local Authority in its sole and absolute discretion determines that an event of default has occurred in respect of the events listed below in clause 5.1.2 (Event of Default), the Local Authority has the right to call an Event of Default by issue of a notice to the Developer in respect of the same.

5.2 An Event of Default occurs where:

- 5.2.1 any representation or warranty made by the Developer in clause 7 is materially incorrect when made or repeated;
- 5.2.2 the Developer fails to achieve any Output or Milestone;
- 5.2.3 the Developer becomes Insolvent or any steps are taken by any person toward such Insolvency;
- 5.2.4 the Developer commits a material breach any of the terms and conditions of this Agreement (and fails to remedy such breach within 14 days (or such other period of

time as may be agreed between the parties having regard to the nature of the breach) of the Local Authority asking the Developer to do so);

5.2.5 the Developer does not comply with clause 3.6 (Reporting);

5.2.6 any amount of Funding has not been spent by the Developer on Development Costs.

Local Authority's Rights

5.3 Where an Event of Default has occurred the Local Authority at its absolute discretion may by notice to the Developer:

5.3.1 pursuant to clause 5.2.2 only, consider and agree a revised Milestone Date with the Developer in which case any relevant condition of this Agreement shall apply mutatis mutandis to the revised Milestone Date; and

5.3.2 pursuant to clause 5.2.3 only, require the Developer to prepare a plan to remedy and/or mitigate the effects of the Event of Default and submit the plan to the Local Authority within five (5) Business Days of such request for approval. The Local Authority (at its absolute discretion);

(a) may approve the terms of the plan to remedy in writing in which case any relevant condition of this Agreement shall apply mutatis mutandis to the terms of the plan to remedy albeit the Event of Default shall continue until such time as it is remedied to the Local Authority's satisfaction; or

(b) decline to approve the terms of the plan to remedy with the Event of Default continuing.

Acceleration

5.4 On and at any time after the occurrence of an Event of Default which is continuing the Local Authority may by notice to the Developer suspend or withhold payment of any instalments and/or recover all or part of the Funding (or to the value thereof, together with costs and expenses), any such recoveries to be paid to the Local Authority within three (3) Business Days of the Local Authority's demand.

6. OVERPAYMENTS

6.1 The Local Authority may vary or withhold any or all of the payments of Funding under this Agreement and/or require repayment of any or all Funding already paid to the extent that:

(a) repayment or recovery is required under or by virtue of any European Union state aid laws (including without limitation under Article 107 of the Treaty on the Functioning of the European Union and/or any applicable judgment, court order, statute, statutory instrument, regulation, directive or decision (insofar as legally binding) ("State Aid Law"); and/or

(b) Homes England or the Local Authority is otherwise required to repay or recover such Funding in whole or in part by or to the European Commission.

6.2 Any Funding required to be repaid in accordance with this Clause 6 will bear interest at such rate as required under or by virtue of State Aid Law from the date of Homes England's notice requiring repayment to the date of repayment (both before and after judgement) or such other period as may be required under or by virtue of State Aid Law.

6.3 Any surplus over and above the Total Commitment shall be split 65:35 in favour of the Local Authority to allow the Local Authority to receive a satisfactory proportion of any Funding or Receipts that are surplus to the costs of delivering the Project, in order to re-invest these funds in the delivery of additional housing which will be documented by way of variation to the existing development agreement between the parties.

7. **WARRANTIES AND REPRESENTATIONS**

7.1 The Developer warrants and confirms that:

- 7.1.1 it is a legally constituted body and has the full capacity and authority and all necessary consents to enter into and perform the obligations under this Agreement; and
- 7.1.2 all information, documents and accounts provided to the Local Authority or on its behalf, from time to time are and will be true, valid and correct;
- 7.1.3 is not aware of any fact or circumstance that may affect the successful completion of the Project or otherwise constitutes a breach of this Agreement;
- 7.1.4 it will ensure that all the necessary consents and licences are in place and maintained for the duration of the Project without limitation;
- 7.1.5 it will comply with the Assurance Framework;

IN WITNESS whereof this document has been executed as a deed by the parties hereto but is not intended to have legal effect until it has been unconditionally delivered and dated

The common seal of)

BARNSELY METROPOLITAN BOROUGH

COUNCIL)

is hereunto affixed in the presence of:)

.....

Name:

Authorised Signatory

Executed as a deed by	)	.....
KEEPMOAT HOMES LIMITED acting by [NAME	)	Director
OF DIRECTOR])	
In the presence of:)	
Witness signature	.....
Name	.....
Address	.....
	
Occupation	.....

Executed as a deed by	)	.....
[NAME OF ATTORNEY] as attorney for	)	Attorney for Keepmoat Homes Limited
KEEPMOAT HOMES LIMITED)	
Under a power of attorney dated [INSERT DATE)	
OF POWER OF ATTORNEY])	
In the presence of:)	
Witness signature		.....
Name		.....
Address		.....
	
Occupation		.....

SCHEDULE 1

PROJECT SPECIFIC DEFINITIONS

The following terms shall have the following meanings when used in this Agreement (unless the context requires otherwise).

Adverse Condition	means a condition imposed in a Planning Permission or requirement in any Statutory Agreement regulating the development or use of the Sites which is unacceptable to Homes England in its absolute discretion.
Appeal	means any of the following: <ol style="list-style-type: none"> (1) an appeal to the Secretary of State under section 76 of the Planning Act against refusal of an application for Planning Permission; (2) any application or appeal to any court in respect of the decision of the Local Authority or the Secretary of State in relation to an application for Planning Permission; (3) any reconsideration by the Local Authority or the decision arising out of any application or appeal as described in (1) or (2) above; (4) any further proceedings, application or appeals arising out of (2) or (3) above.
Assurance Framework	means the assurance framework for the Housing Infrastructure Fund – Marginal Viability Funding provided by Homes England to the Local Authority on 26 October 2018.
Cashflow Recovery Amount	Not applicable.
Development Costs	means the costs of: <ol style="list-style-type: none"> 1. the remediation, preparatory works and construction of 4,410 square metres of roads and footpaths to be constructed as principal infrastructure for the site to enable access to serviced development plots; 2. drainage works within the primary highway infrastructure along with associated surface water drainage at a capacity of 1,662 linear metres along with 3,050 cubic metres' surface water attenuation; and 3. works associated with delivering the primary area of public open space of 6,751 square metres; <p>as set out in the Cashflow which Homes England is satisfied will be reasonably and properly incurred by the Local Authority in carrying out the HIF Funded Infrastructure Works, such costs must constitute capital expenditure in accordance with Regulations made under the Local Government Act 2003.</p>
Disposal	means a transfer, disposal or grant of any legal or equitable interest in or over the Site or part thereof (other than (in relation to any land

	assets) by way of grant of a legal charge or the grant of a licence not creating exclusive possession terminable on 3 months' notice or less) including by way of lease and the terms "Dispose" and "Disposed" shall be construed accordingly.
End Date	The date specified in Schedule 3 by which Homes England may exercise any Clawback provision.
Local Authority Senior Officer	means the employee of the Local Authority holding the title of 'Section 151 Officer' or any such other person with equivalent seniority notified to Homes England by the Local Authority.
Market Value	<p>means in relation to the Site or any part or parts thereof (including in each case the works (or the relevant part thereof) thereon) the Market Value as defined in the Practice Statement Number PS 3.2 of the RICS Appraisal and Valuation Standards 6th Edition as varied from time to time BUT (in addition to the assumptions mentioned in that definition) on the following further assumptions in relation to the Site (or relevant part or parts of it:</p> <ol style="list-style-type: none"> a) the Disposal is subject to and with the benefit of any subsisting leases which are Permitted Disposals or agreements for the same but otherwise sold with vacant possession free from all charges and other encumbrances; b) the Local Authority has a good and marketable title; c) all necessary consents for any works have been obtained and the same can be lawfully used; d) any damage caused by any insurable risk has been made good; e) it has the benefit of all easements and rights necessary for the beneficial use and occupation of it; and f) which complies with; <ol style="list-style-type: none"> i. the Local Authority's obligations to obtain Market Value under the Local Government Act 1972; and ii. State Aid Law (as defined under paragraph 8 of Schedule 2).
Planning Act	means the Town and Country Planning Act 1990 including any amendment, modification or re-enactment of it for the time being in force.
Planning Permission	means detailed planning permission (whether granted by the Local Authority or the Secretary of State or pursuant to an Appeal) for the delivery of the HIF Funded Infrastructure Works.
Programme	<p>means an up-to-date programme for the delivery of the Project, detailing the following:</p> <ol style="list-style-type: none"> 1. the process by which designs will be produced and agreed; 2. the process by which Satisfactory Planning Permission will be secured; 3. the process by which the Project will be tendered; 4. when works will be commenced on the Site; 5. the date of completion of the HIF Funded Infrastructure Works; 6. the date of commencement of the Wider Project; and 7. the date of completion of the Wider Project.

Project Completion Date	The date by which the Project is actually completed to Homes England's reasonable satisfaction and in accordance with the terms of the Grant Funding Agreement.
Receipts	<p>means the aggregate of all proceeds or other receipts of the Local Authority or any other such party as provided for by this Agreement in relation to the Project including but not limited to:</p> <p>(a) all rents, licence fees and other income or sums received or receivable; and</p> <p>(b) all proceeds received or receivable or the amount or value of all consideration received or receivable from any disposal of any part of the Site;</p> <p>(c) the proceeds of any insurance policy;</p> <p>(d) interest (if any) accruing on any items listed at (a) to (c) above,</p> <p>but excluding:</p> <p>(a) Funding.</p>
Satisfactory Planning Permission	means Planning Permission which is free from any Adverse Condition.
Secretary of State	means the secretary of state or other minister or authority for the time being having or entitled to exercise the powers conferred by sections 77 and 79 of the Planning Act (including were appropriate an inspector or other appropriate officer having authority to act on his behalf).
Standard Terms and Conditions of Funding	means the standard terms and conditions of funding contained at Schedule 2.
Statutory Agreement	means an agreement or undertaking whether made under section 106 of the Planning Act or any other statutory provision which is a prerequisite to the grant of Planning Permission.
Title Letter	means the certificate of title to the land in form set out in Appendix 3
Wider Project Costs	means the development costs that relate to the Wider Project.

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF FUNDING

1. DEFINITIONS

1.1 In these Standard Terms and Conditions the following words and expressions have the following meanings:

Agreement means this agreement, the attached schedules and annexes pursuant to which Homes England makes Funding available to the Local Authority from time to time and incorporating these Standard Terms and Conditions;

Availability Period means as defined in paragraph 2.3 to the Agreement;

Business Day means any day other than a Saturday, Sunday or statutory bank holiday in England;

Cashflow means the cashflow for the Project as detailed at Appendix 2 setting out information including but not limited to:

- (a) total costs;
- (b) envisaged total Receipts;
- (c) total source(s) of funding for the Project;

as updated from time to time with the approval of Homes England and provided to Homes England pursuant to the Monitoring and Progress Report;

CDM Regulations means the Construction (Design and Management) Regulations 2015;

Claim means an application for Funding;

Claim Day means a day on which a Claim for Funding is submitted in accordance with the terms of this Agreement, such day being no later than the 20th day within a Claim Month save where the Claim Month falls during March when the day is to be no later than the 15th of March;

Claim Month means for the purposes of this Agreement:

- (a) the month on which the first Claim for Funding is received by Homes England; and
- (b) the month which is every third month following the month on which the first Claim for Funding is received by Homes England.

Claim Form means the document in the form of the template annexed as Appendix 4 to be completed and provided by the Local Authority to the nominated Homes England contact at agreed intervals to claim Funding;

Clawback means Homes England's right to recover the whole or any part of the Funding under paragraph 7 of Schedule 2;

Data Protection Legislation and DPL means (i) unless and until the General Data Protection Regulation (EU) 2016/679 (the GDPR) is no longer directly applicable in the UK, the GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018 (the DPA) and (iii) all applicable Law relating to the processing of personal data and privacy;

EU Procurement Regulations means all applicable United Kingdom and European procurement legislation and any implementing measures and any other legislation in connection with the procurement of works, supplies or services including European Union directives 89/665/EEC, 2004/17/EC and 2014/24/EU, United Kingdom Statutory Instruments 1991/268, 1995/201, 1993/3228, 2006/6 and 2015/102 (Public Contracts Regulations 2015) insofar as the same are applicable;

Financial Year means the period from 1st April in one year to the 31st March in the subsequent calendar year;

Funding means funding made or to be made under the Agreement or the principal amount of each advance of Funding made by Homes England under the Agreement or the aggregate amount of all advances of Funding which have been made by Homes England as a financial contribution towards the Project;

Health and Safety Legislation means any applicable health and safety legislation, statutory instruments or regulations (including but not limited to the Health and Safety at Work etc. Act 1974) and any guidance and/or codes of practice relating to them;

HIF Funded Infrastructure Works means as defined in paragraph 2.3 to the Agreement;

Initial Cashflow means the cashflow for the Project as detailed at Appendix 2 setting out information including but not limited to:

- (a) total costs;
- (b) envisaged total Receipts;
- (c) total source(s) of funding for the Project.

Insolvency means where the Local Authority is unable to pay its debts as they fall due or are insolvent (within the meaning of s.123(1) of the Insolvency Act 1986 in the case of a company, or s.268 of the Insolvency Act 1986 in the case of an individual) or the Local Authority enters into any arrangement with creditors, or a liquidator, trustee in bankruptcy, receiver, administrator, administrative receiver or similar is appointed, or possession or enforcement or any other similar process is taken against the Local Authority or any of its assets and Insolvent shall be interpreted accordingly;

Monitoring and Progress Report means a report (including the Cashflow) prepared by the Local Authority and submitted to Homes England, the means of submission and the location of the form being as notified by Homes England to the Local Authority from time to time in writing;

Milestones means the key events and stages as agreed between the Local Authority and Homes England in relation to the Project as detailed in Schedule 3 and **Milestone Dates** shall be construed accordingly;

Outputs means the specific targets and objectives agreed between the Local Authority and Homes England as detailed in Schedule 3;

Permitted Disposal means a disposal;

- (a) of freehold or leasehold disposal part or parts of the Site in an arm's length transaction; and/or
- (b) of part or parts of the Site pursuant to a lease, or licence and in an arm's length transaction; and/or
- (c) of part or parts of the Site upon which an electricity sub-station, gas generation or pumping station or other statutory services or infrastructure have been or are to be constructed or installed and the immediate curtilage of the same together with ancillary easements; and/or
- (d) made pursuant to a planning obligation pursuant to section 106 of the Town & Country Planning Act 1990 or the Local Government (Miscellaneous Provisions) Act 1982 or section 33 and/or the Local Government Act 1972 section 111 and the Highways Act 1980 section (s) 38 and/or 278; and/or
- (e) any other disposal which Homes England agrees (in writing) from time to time will become a Permitted Disposal,

provided that in the case of a Disposal the contracted sale price is at Market Value and the Disposal is in line with the Project Details.

Project means the project to which the Funding relates, details of which are set out in paragraph 2.3 to the Agreement;

Project Completion Date means the date by which the work on the Project is to be completed as defined in paragraph 2.3 to the Agreement;

Project Details means information provided by or on behalf of the Local Authority in relation to the Project, which shall include, without limitation:

- (a) the descriptive and other details in respect of the Project as set out in the definitions of Project, the Milestones and the Outputs;
- (b) all details of the works required to complete the Project;
- (c) the Cashflow;
- (d) the timing for Disposals,

each as may have been varied from time to time with Homes England's prior agreement in accordance with the terms of the Agreement;

Quarter Date and Quarter means each of 31 March, 30 June, 30 September and 31 December;

Regulatory Body means any UK or EU Government department or agency or any other regulatory body having jurisdiction whether regional, national or local and including, but not limited to, the Ministry for Housing, Communities and Local Government, UK central Government, the European Commission or any successor such department, agency or regulatory body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of Homes England;

Site means as defined in paragraph 2.3 to the Agreement;

Start Date means the date by which the work on the Project is to be started as defined in paragraph 2.3 to the Agreement;

Total Commitment means as defined in paragraph 2.3 to the Agreement;

Wider Project means as defined in paragraph 2.3 to the Agreement;

Wider Project Milestones means each Wider Project Milestone set out in Schedule 3;

1.2 Interpretation

1.2.1 A reference to:

- (a) the masculine includes the feminine and vice versa;
- (b) the singular includes the plural and vice versa; and
- (c) a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees.

1.2.2 Any reference in the Agreement (including, for the avoidance of doubt, these Standard Terms and Conditions) to any condition, sub-condition, paragraph, schedule, appendix or section heading is, except where it is expressly stated to the contrary, a reference to such condition, sub-condition, paragraph, schedule, appendix or section heading of the Agreement.

1.2.3 Any reference to any enactment, order, regulation or similar instrument (including any Legislation) shall (except where expressly stated otherwise) be construed as a reference to the same as amended, replaced, consolidated or re-enacted.

1.2.4 A time of day shall be a reference to London time.

1.2.5 A party means a party to the Agreement.

1.2.6 The words includes or including are to be construed without limitation.

1.2.7 In any case where the consent or approval of Homes England (or any officer of Homes England) is required or a notice is to be given by or to Homes England, such consent or approval or notice shall only be validly given if it is in writing and signed by (if relevant) the officer stipulated in the Agreement or such other person as may be specified to the other parties from time to time.

1.2.8 If there is any ambiguity or conflict between the implied terms and the express terms of the Agreement then the express terms shall prevail.

1.2.9 No review comment or approval by Homes England under the provisions the Agreement shall operate to exclude or limit the Local Authority's obligations or liabilities under the Agreement save where Homes England have confirmed the said review comment or approval in writing.

1.2.10 The Local Authority shall be responsible as against Homes England for the acts or omissions of any contractor as if they were the acts or omissions of the Local Authority.

1.2.11 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of Homes England shall, unless otherwise expressly stated in the Agreement or agreed in writing by Homes England, relieve the Local Authority of any of its obligations under the Agreement or of any duty which it may have to ensure its correctness, accuracy or suitability nor does it confer impose or imply any liability or responsibility on or on behalf of Homes England in respect of or in connection with the matter to or in relation to which such approval, consent, examination, or acknowledgement was given or review made.

1.2.12 "disposal" includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary and "dispose" will be construed accordingly.

1.2.13 any reference to "works" in the Agreement (including these Standard Terms and Conditions) shall mean the works to be carried out on each Site to enable the delivery of a Project in accordance with the Agreement, the Project Details, the Project Documents, the consents, the authorisations and the Agreement.

2. PROVISION OF FUNDING

Homes England (in exercise of its powers under the Housing and Regeneration Act 2008) agrees to make available to the Local Authority during the Availability Period the Funding in an aggregate principal amount equal to the Total Commitment.

3. PRE-CONDITIONS OF FUNDING

Homes England's obligations under this Agreement are subject to it having received all documents and other evidence detailed in **Schedule 4** each in form and substance to the satisfaction of Homes England.

4. WARRANTIES AND REPRESENTATIONS

In accepting this offer (and every time the Local Authority submits a claim form) the Local Authority warrants and confirms to Homes England that:

4.1 it:

4.1.1 is a legally constituted body and has the full capacity and authority and all necessary consents to enter into and perform the obligations under this Agreement; and

4.1.2 acknowledges that it constitutes valid, legal and binding obligations of and on the Local Authority which are enforceable against it;

4.2 all information, documents and accounts provided by the Local Authority or on its behalf, from time to time are and will be true, valid and correct;

4.3 it is not in breach of any law, regulation, agreement or obligation which affects or may affect its ability to commit to this Agreement;

4.4 is not under any statutory obligation to carry out the Project or any part of it;

4.5 is not aware of any fact or circumstance that may affect the successful completion of the Project or otherwise constitutes a breach of this Agreement;

4.6 is not aware of any fact or circumstance whereby the Project is not proceeding in accordance with the Cashflow;

4.7 it will ensure that all the necessary consents and licences are in place and maintained for the duration of the Project without limitation;

4.8 it will ensure that all necessary planning consents and property licences for the Project are in place and maintained for the duration of the Project. If any such consents or licences are varied in any way or revoked it must inform Homes England in writing immediately;

4.9 it has full legal control and good title to the Site and all other assets (including Intellectual Property Rights) necessary to enable delivery of the Project and has all such further rights as are necessary to comply with its obligations in this Agreement;

4.10 It will comply with the Assurance Framework;

4.11 All:

(a) Development Costs saved or recovered;

(b) any Wider Project Costs saved or recovered;

(c) any Receipts to the extent that they exceed the projected amount for such Receipts in the Initial Cashflow;

(d) the Cashflow Recovery Amount (if applicable); and

(e) any other monies the Local Authority is required to recover from a contractor, developer and/or Site owner as stipulated in the Cashflow,

may be retained by the Local Authority subject to:

(f) Homes England's written approval; and

(g) any conditions imposed by Homes England (in its entire discretion) as a term of such approval,

and

any such monies must be used for further housing delivery;

4.12 it has in place legally binding arrangements with its contractors, developers and Site owners to recover any:

(a) savings;

(b) recoveries;

(c) Receipts exceeding projections, which are made and/or required to be made by a contractor and/or Site owner (as applicable);

(d) the Cashflow Recovery Amount (if applicable); and

(e) any other monies the Local Authority is required to recover from a contractor, developer and/or Site owner as stipulated in the Cashflow,

such that the Local Authority can comply with its obligation in paragraph 4.11;

4.13 it will ensure that Homes England is recognised as a third party pursuant to the Contracts (Rights of Third Parties) Act in contracts with its contractors, developers and site owners (as applicable) such that Homes England's interest in paragraphs 4.11 and 4.12 pursuant to paragraph 7.2.6 will be recognised;

4.14 it will comply with EU Procurement Regulations (to the extent that the same apply);

4.15 it will procure that all contractors comply with EU Procurement Regulations (to the extent that the same apply); and

4.16 it has appointed a Principal Designer and Principal Contractor (each being as defined by the CDM Regulations) and has provided Homes England with a copy of the notification to the Health and Safety Executive of the particulars specified in schedule 1 of the CDM Regulations.

5. PAYMENT OF FUNDING

5.1 Mechanics and payment of Funding

5.1.1 Claims must be submitted:

(a) during a Claim Month; and

(b) on a Claim Day, save where a Claim Month would fall during the months of January and February of a given year when such Claim must be submitted during the month of March on a Claim Day.

5.1.2 Claims can be submitted in advance of spend but only where the spend by the Local Authority will be incurred in the relevant Financial Year, save where a Claim Month falls in March for which the Claim must relate to Development Costs already incurred.

5.1.3 Only one Claim can be made in a Claim Month unless otherwise agreed by Homes England in writing.

5.1.4 A Claim will not be regarded as having been validly made by the Local Authority unless:

- (a) it is submitted on a Claim Form which must be signed by the Local Authority Senior Officer and it is:
- i received by Homes England no later the time period specified in paragraph 5.1.1; and
 - ii delivered during the Availability Period; and
- (b) it relates to Development Costs and for which the Local Authority has not submitted any other Claim or received any other funding and it is accompanied by written evidence satisfactory to Homes England that the Development Costs have been or will be incurred within a 12 month period ending 31 March in the relevant Financial Year in which the Claim is made together with confirmation from the Local Authority Senior Officer that it has verified and approved the Claim;
- (c) it accords with the Cashflow and each Milestone is to be met by the relevant Milestone Date or is accompanied by evidence satisfactory to Homes England (at its absolute discretion) to justify any deviation; and
- (d) it is for an amount which (if paid) would not cause the Total Commitment to be exceeded.
- 5.1.5 Subject to the terms of the Agreement, Homes England will pay Funding to the Local Authority within twelve (12) Business Days of receipt of a valid Claim.
- 5.1.6 Any amount not drawn by the Local Authority under Agreement during the Availability Period will be automatically cancelled.
- 5.2 Use of Funding**
- 5.2.1 The Funding will be the sole property of the Local Authority and will be used by the Local Authority for Development Costs only in line with the Milestones and the Cashflow.
- 5.2.2 Without affecting the obligations of the Local Authority in any way, Homes England is not bound to monitor or verify the application of any amount provided pursuant to the Agreement.
- 6. LOCAL AUTHORITY DELIVERY OBLIGATIONS**
The Local Authority will procure that:
- 6.1.1 the Project commences by the Start Date and is carried out in accordance with the Milestone Dates and the Cashflow; and
- 6.1.2 the Wider Project Milestones are achieved.
- 7. CLAWBACK ON DEFAULT**
- 7.1 In the event that Homes England in its sole and absolute discretion determines that an event of default has occurred in respect of the events listed at paragraph 7.2 (**Event of Default**) Homes England has the right to call an Event of Default by issue of a notice to the Local Authority in respect of the same.
- 7.2 An Event of Default occurs where:
- 7.2.1 any representation or warranty made by the Local Authority pursuant to paragraph 4 is materially incorrect when made or repeated;
 - 7.2.2 the Local Authority fails to achieve any Output or Milestone;
 - 7.2.3 the Local Authority becomes Insolvent or any steps are taken by any person toward such Insolvency;
 - 7.2.4 the Local Authority commits a material breach any of the terms and conditions of the Agreement and/or any other agreement the Local Authority has with Homes England (and fails to remedy such breach within 14 days of Homes England asking the Local Authority to do so);
- 7.2.5 the Local Authority does not comply with paragraph 9;
- 7.2.6 the Local Authority does not comply with any conditions on it to permit a retention pursuant to paragraph 4.11(g); and/or
- 7.2.7 subject to the provisions of paragraph 4.11, any amount of Funding has not been spent by the Local Authority on Development Costs.
- 7.3 Homes England's rights**
Where an Event of Default has occurred Homes England at its absolute discretion may by notice to the Local Authority:
- 7.3.1 pursuant to clause 7.2.2 only, consider and agree a revised Milestone Date with the Local Authority in which case any relevant condition of this Agreement shall apply mutatis mutandis to the revised Milestone Date; and
 - 7.3.2 pursuant to clause 7.2.3 only, require the Local Authority to prepare a plan to remedy and/or mitigate the effects of the Event of Default and submit the plan to Homes England within five (5) Business Days of such request for approval. Homes England (at its absolute discretion);
 - (a) may approve the terms of the plan to remedy in writing in which case any relevant condition of this Agreement shall apply mutatis mutandis to the terms of the plan to remedy albeit the Event of Default shall continue until such time as it is remedied to Homes England's satisfaction; or
 - (b) decline to approve the terms of the plan to remedy with the Event of Default continuing.
- 7.4 Acceleration**
On and at any time after the occurrence of an Event of Default which is continuing Homes England may by notice to the Local Authority suspend or withhold payment of any instalments and/or recover all or part of the Funding (or to the value thereof, together with costs and expenses), any such recoveries to be paid to Homes England within three (3) Business Days of Homes England's demand.
- 8. OVERPAYMENTS**
Homes England may vary or withhold any or all of the payments of Funding under this Agreement and/or require repayment of any or all Funding already paid to the extent that:
- 8.1 repayment or recovery is required under or by virtue of any European Union state aid laws (including without limitation under Article 107 of the Treaty on the Functioning of the European Union and/or any applicable judgment, court order, statute, statutory instrument, regulation, directive or decision (insofar as legally binding) ("State Aid Law"); and/or
 - 8.2 Homes England is otherwise required to repay or recover such Funding in whole or in part by or to the European Commission.
Any Funding required to be repaid in accordance with this Clause 8 will bear interest at such rate as required under or by virtue of State Aid Law from the date of Homes England's notice requiring repayment to the date of repayment (both before

and after judgement) or such other period as may be required under or by virtue of State Aid Law.

9. APPLICANT NOTIFICATION AND REPORTING OBLIGATIONS

9.1 Reporting

The Local Authority will:

9.1.1 from the date of this Agreement until the end of the Availability Period, and no later than ten (10) Business Days following each Quarter Date, the Local Authority will provide the Monitoring and Progress Report to Homes England save that the first Monitoring and Progress Report shall be the period commencing on the date of this Agreement and ending on the next Quarter Date;

9.1.2 once the Availability Period has expired, except where Homes England has confirmed to the Local Authority in writing (within three calendar months following the expiration of the Availability Period) that the provisions of paragraph 9.1.1 are to remain effective (at its discretion), the Local Authority will provide the Monitoring and Progress Reports to Homes England twice a year, such reports to be provided no later than ten (10) Business Days following the end of March and September of the relevant Financial Year until the Project Completion Date or such other date that Homes England notifies the Local Authority of in writing;

9.1.3 notwithstanding paragraphs 9.1.1 and 9.1.2, provide Homes England with more frequent Monitoring and Progress Reports should it be requested to do so by Homes England (at its absolute discretion);

9.1.4 provide Homes England with such other information as Homes England may reasonably require in connection with the Project (including without limitation evidence that a Claim relates to Development Costs) and the Outputs and Milestones; and

9.1.5 procure that the Local Authority's Representative and/or any other officers appointed by the Local Authority to deal with the Project will attend such meetings as Homes England may reasonably request to review progress in relation to the Project.

9.2 Inspection and Audit Facilities

The Local Authority will:

9.2.1 allow or procure access to its premises for Homes England, its internal auditors or its other duly authorised staff or agents or any Regulatory Body and will allow such persons to inspect and take copies of documents relating to the Project. Homes England will be entitled to interview the Local Authority's employees to obtain oral and/or written explanations of documents;

9.2.2 provide Homes England, in writing, with any such information about the Funding and/or the Project and/or the Programme as it requires for the conduct of its statutory functions or which may be required by any Regulatory Body in respect of its regulatory and / or compliance functions;

9.2.3 allow Homes England or persons authorised by it to inspect, audit and take copies of all reports, books, accounting records and vouchers which relate to the Funding and the Project provided that Homes England does not impede or obstruct the progress of the Project; and

9.2.4 at all times retain documentary evidence to support each Claim and will maintain full and accurate accounts for the Project in accordance with all applicable law and accounting standards and (to the extent that no accounting standard is applicable) use generally accepted accounting principles and practices of the United Kingdom then in force. For the purpose of this paragraph 9.2.4 "Accounting Standards" means the statements of standard accounting practice referred to in section 464 of the Companies Act 2006 issued by the Accounting Standards Board.

10. TITLE TO THE LAND

10.1 The Local Authority will procure that the Local Authority's solicitor provides a Title Letter in respect of the Site to Homes England in accordance with paragraph 1.5 of Schedule 4 to this Agreement.

11. DISPOSALS

11.1 The Local Authority will procure that the whole and any part or parts of the Site are disposed of by way of a Permitted Disposals only and will not make any other Disposal of the Site or any part thereof without the consent of Homes England such consent not to be unreasonably withheld.

12. CONDUCT

12.1 The Local Authority must comply with and assist and co-operate with Homes England in order that it can comply with (and require third parties who benefit from this Funding and any appointed contractors do the same) all applicable legal obligations and statutory requirements in relation to the Project, including, but not limited to:

12.1.1 EU and UK Planning and Environmental legislation

12.1.2 EU State Aid Law, including but not limited to N7471A/99 and N747/8/99 Partnership Support for Regeneration (1) Support for Speculative Developments and (2) Support for Bespoke Developments

12.1.3 Any relevant health and safety legislation

12.1.4 Modern slavery

12.1.5 Employment legislation

12.1.6 CDM Regulations

12.1.7 Equal opportunities (in relation to race, sex, disability, faith and sexuality)

12.1.8 Financial regulations and legislation 12.1.9 Copyright and Data Protection legislation

12.2 The Local Authority must not grant any lender security over assets funded, or part-funded, by this Funding unless the Local Authority has first obtained Homes England's written consent.

12.3 In carrying out the Project the Local Authority must not act directly or indirectly in any way that will bring Homes England into disrepute.

12.4 The Local Authority must inform Homes England immediately if any of its directors, officers or partners are a) disqualified, or b) subject to

investigation or challenge which may have a detrimental effect upon Homes England and/or the Project.

- 12.5 The Local Authority must advise Homes England immediately of any threat of or any notice or any resolution in respect of any Insolvency.
- 12.6 The Local Authority will act in good faith to achieve the Milestones and Outputs and will provide evidence of this to Homes England as required by Homes England.
- 12.7 The Local Authority will provide Homes England with such evidence that it requires that the Development Costs and Wider Project Costs have been incurred.
- 12.8 Homes England agrees, and the Local Authority accepts that the Local Authority:
 - 12.8.1 is a "client" as defined by the CDM Regulations and warrants that it will make suitable arrangements for the managing the Project and maintaining and reviewing these arrangements throughout, so the Project is carried out in a way that manages health and safety risks in accordance with applicable Legislation including but not limited to the CDM Regulations;
 - 12.8.2 will act as the only client in respect of the Project and the Local Authority hereby agrees to be the only client under the CDM Regulations for the Project;
 - 12.8.3 shall comply fully with all the duties of the client under the CDM Regulations.
- 12.9 The Local Authority will procure that all contractors comply at all times with the Health and Safety Legislation and the CDM Regulations and the requirements of the Health and Safety Executive;

13. INSURANCE

- 13.1 The Local Authority must take out and maintain with a reputable insurance company adequate insurance of the type and level of cover which it is reasonable to expect from a business such as that operated by the Local Authority.
- 13.2 The Local Authority must produce a schedule of all appropriate insurance cover and copies of all relevant cover notes and insurance policies to Homes England within 10 days of any such request being made by Homes England.

14. CONFIDENTIALITY, FREEDOM OF INFORMATION, DATA PROTECTION, INTELLECTUAL PROPERTY, PUBLIC RELATIONS AND PUBLICITY

14.1 Definitions

In this paragraph 14 the following words and expressions have the following meanings:

Confidential Information means any and all information whether disclosed or otherwise made available by one Party to another (or otherwise obtained or received by a Party) whether before or after the date of this Agreement including but not limited to:

- (a) know-how, confidential, commercial and financial information and all other information which should reasonably be treated as confidential (whether marked confidential or otherwise);
- (b) the existence or terms of this Agreement or other information relating to the Project; and

(c) information relating to a Party's business and affairs, its customers, employees and suppliers;

in whatever form in each case (including but not limited to information given orally or in writing or in any document electronic file or machine readable form or other means of recording or representing information whatsoever) and including any information (in whatever form) derived from such information

EIR means the Environmental Information Regulations 2004, and any subordinate legislation made under the Environmental Information Regulations 2004 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

EIR Exception means any applicable exemption to EIR;

Exempted Information means any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions;

FOIA means the Freedom of Information Act 2000, and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

FOIA Authority/Authorities means a public authority as defined by FOIA and/or EIR;

FOIA Exemption means any applicable exemption to the FOIA;

Information means in relation to:

- (a) FOIA the meaning given under section 84 of the FOIA and which is held by Homes England at the time of receipt of an RFI; and
- (b) EIR the meaning given under the definition of "environmental information" in section 2 of the EIR and which is held by Homes England at the time of receipt of an RFI;

Information Commissioner has the meaning set out in section 6 of the DPA;

Intellectual Property includes, without limit, all copyright (and future copyright), patents, trademarks and service marks (whether registered or not) design rights, registered designs, database rights, moral rights and know-how together with the right to register, protect, enforce and exploit the above anywhere in the world.

Pre-existing Intellectual Property Rights means any Intellectual Property provided or used by the Local Authority in connection with the Project which exists as at the date of the Agreement.

Request for Information/RFI shall have the meaning set out in the FOIA or any request for information under EIR which may relate to the Project, any Agreement or any activities or business of Homes England.

14.2 Confidentiality and freedom of information 14.2.1 Confidentiality

- (a) Each party recognises that under the Agreement it may receive Confidential Information belonging to the other.
- (b) Each party agrees to treat all Confidential Information belonging to the other as confidential and not to disclose such Confidential Information or any other confidential information relating to Homes England arising or coming to its attention during the currency of the Agreement to any third party without the prior written consent of the other party and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under the Agreement.
- (c) The obligations of confidence referred to in paragraph 14.2.1(a) above will not apply to any Confidential Information which:
 - i is in, or which comes into, the public domain otherwise than by reason of a breach of the Agreement or of any other duty of confidentiality relating to that information; or
 - ii is obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential; or
 - iii is lawfully in the possession of the other party before the date of the Agreement and in respect of which that party is not under an existing obligation of confidentiality; or
 - iv is independently developed without access to the Confidential Information of the other party.
- (d) Each party will be permitted to disclose Confidential Information to the extent that it is required to do so:
 - i to enable the disclosing party to perform its obligations under the Agreement; or
 - ii by any applicable law or by a court, arbitral or administrative tribunal in the course of proceedings before it including without limitation any requirement for disclosure under the FOIA and the EIR and the Local Authority acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and Homes England may nevertheless be obliged to disclose such Confidential Information; or
 - iii by any regulatory body (including any investment exchange) acting in the course of proceedings before it or acting in the course of its duties; or
 - iv in order to give proper instructions to any professional adviser of that party who also has an obligation to keep any such Confidential Information confidential.
- (e) The Local Authority will ensure that all Confidential Information obtained from Homes England under or in connection with the Agreement:
 - i is given only to such of its employees, professional advisors, Contractors or consultants engaged to advise it in connection with the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement;
 - ii is treated as confidential and not disclosed (without Homes England's prior written approval) or used by any such staff or professional advisors, contractors or consultants otherwise than for the purposes of the Agreement;
 - iii where it is considered necessary in the opinion of Homes England the Local Authority will ensure that such staff, professional advisors, contractors or consultants sign a confidentiality undertaking before commencing work in connection with the Agreement.
- (f) Nothing in this paragraph 14.2.1 shall prevent Homes England:
 - i disclosing any Confidential Information for the purpose of:
 - A the examination and certification of Homes England's accounts; or
 - B any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which Homes England has used its resources; or
 - ii disclosing any Confidential Information obtained from and the Local Authority:
 - A to any other department, office or agency of the Crown; or
 - B to any person engaged in providing any services to Homes England for any purpose relating to or ancillary to the Agreement or any person conducting an Office of Government Commerce gateway review; or
 - iii provided that in disclosing information under paragraphs 14.2.1(f)(ii)(A) or 14.2.1(f)(ii)(B) above Homes England discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- (g) Nothing in this paragraph 14.2.1 shall prevent a party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

14.2.2 Freedom of information

- (a) The Local Authority acknowledges that Homes England is subject to legal duties

which may require the release of information under the FOIA and/or the EIR and that Homes England may be under an obligation to provide information subject to a Request for Information.

- (b) Homes England shall be responsible for determining at its absolute discretion whether:
- i any Information is Exempted Information or remains Exempted Information; or
 - ii any Information is to be disclosed in response to a Request for Information.
- (c) Subject to paragraph 14.2.2(d) below, the Local Authority acknowledges that Homes England may be obliged under the FOIA or the EIR to disclose information:
- i without consulting the Local Authority ; or
 - ii following consultation with the Local Authority and having taken (or not taken, as the case may be) its views into account.
- (d) Without in any way limiting paragraphs 14.2.2(b) and 14.2.2(c) above, in the event that Homes England receives a Request for information, Homes England will, where appropriate, as soon as reasonably practicable notify the Local Authority .
- (e) The Local Authority will assist and co- operate with Homes England as requested by Homes England to enable Homes England to comply with its disclosure obligations under the FOIA and the EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its agents, contractors and sub-contractors will), at their own cost:
- i provide all such assistance as may be required from time to time by Homes England and supply such data or information as may be requested by Homes England; and
- (f) Nothing in the Agreement will prevent Homes England from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under the FOIA and / or the EIR in relation to any Exempted Information.
- (g) To the extent that the Local Authority becomes a FOIA Authority subject to the FOIA and the EIR during the course of the Agreement this paragraph will apply mutatis mutandis to both parties.
- (h) The obligations in this paragraph 14.2.2 will survive the expiry or termination of the Agreement for a period of two (2) years or, in respect of any particular item of Confidential Information, until such earlier time as that item of Confidential Information reaches the public domain otherwise than by reason of a

breach of the Agreement or of any other duty of confidentiality relating to that information.

14.2.3 Publication of information before Parliament

The Local Authority acknowledges that the National Audit Office has the right to publish details of the Agreement in its relevant reports to Parliament.

14.3 Data Protection

For the purposes of this paragraph 14.3, "Personal Data" and "Process" shall have the meanings ascribed to them in the Data Protection Legislation as amended or re-enacted from time to time.

14.3.1 Cooperation

The parties will co-operate with one another in order to enable each party to fulfil its statutory obligations under the DPL.

14.3.2 Registrations, notifications and consents

The Local Authority warrants and represents that it has obtained all and any necessary registrations, notifications and consents required by the DPL to Process Personal Data for the purposes of performing its obligations under the Agreement. The Local Authority undertakes at all times during the term of the Agreement to comply with the DPL (and the data protection principles contained therein) in processing all Personal Data in connection with the Agreement and shall not perform its obligations under the Agreement in such a way as to cause Homes England to breach any of its applicable obligations under the DPL.

14.4 Intellectual Property Rights

14.4.1 All Intellectual Property Rights arising from the Project hereby vest in Homes England, other than Pre-existing Intellectual Property Rights, unless specifically detailed and agreed in writing with Homes England.

14.4.2 Homes England is entitled to make publicly available Best Practice arising from the Project ("Project Know-how") and (subject to Clause 14.4.3) the Local Authority hereby grant to Homes England a licence to use such Project Know-how in accordance with this Clause. Homes England will have the right to amend the Project Know-how or to combine with any other know how as it thinks fit when compiling and publishing what it regards as Best Practice.

14.4.3 If the Intellectual Property Rights in Project Know-how are owned by a third party, the Local Authority will use your reasonable endeavours to obtain a licence for Homes England to use such Project Know-how in accordance with this Clause 14. The Local Authority will notify Homes England where the Local Authority are unable to obtain such licence and will identify which parts of the Project Know-how Homes England is not licensed to use ("Excluded Know how").

14.4.4 Subject to Clause 14.4.3 the Local Authority will provide Homes England with complete copies of and access to all

information and know-how relating to or derived from the Project (including the methods by which the Project was conducted). The Local Authority will provide all assistance and explanation requested by Homes England to enable it to disseminate Best Practice.

- 14.4.5 The Local Authority agrees to indemnify Homes England and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by Homes England, or for which Homes England may become liable, with respect to any intellectual property infringement claim or other claim relating to the Intellectual Property Rights arising from the Project or the Project Know-how.

15. INDEMNITY

The Local Authority will be liable for and will indemnify Homes England in full for any expense, liability, loss, claim or proceedings arising under statute, tort (including negligence), contract and/or at common law in respect of personal injury to or death of any person or loss of or damage to property (whether belonging to Homes England or otherwise) or any claim by any third party arising directly or indirectly out of or caused or contributed to by the Project and/or the performance or non-performance or delay in performance by the Local Authority of its obligations under this Agreement except to the extent that the same is due to any act or neglect of Homes England.

16. ACCESS TO INFORMATION

- 16.1 The Local Authority is required to provide Homes England, in writing, any such information about the Funding as it requires for the conduct of its statutory functions or which may be required by any Regulatory Body in respect of its regulatory and / or compliance functions.
- 16.2 The Local Authority is required to record for Homes England any such information as may be required to monitor and evaluate the performance of the Agreement. The Local Authority is required to retain this information for access by Homes England or any Regulatory Body for a minimum period of 10 years from the Completion Date.
- 16.3 The Local Authority is required to promptly provide to Homes England, at its reasonable request, access to all and any information about the Project including the location(s) at which the Project will be/ has delivered, Outputs and / or beneficiaries of the Funding from the Start Date up to and including the End Date.

17. TRANSFER

The offer of Funding is personal to the Local Authority. Save as expressly contemplated by the Agreement or as otherwise specifically agreed in writing by Homes England the Local Authority may not assign, novate, transfer, sub-contract or dispose of in any other way either the benefit of the Funding or any of your obligations under this Agreement.

18. VAT

The Local Authority and Homes England both understand and agree that the Funding by Homes England under this Agreement is not consideration for

any supply for Value Added Tax ("VAT") purposes whether by the Local Authority or otherwise. If, notwithstanding the agreement and understanding of the Local Authority and Homes England, it is determined that the Funding is consideration for a supply for VAT purposes, the Funding shall be treated as inclusive of any VAT.

19. CHANGES

The Local Authority must advise Homes England immediately if the Local Authority want or require to make any changes to the Project including, but not limited to, changes to any of the Outputs, Milestones, Start Date, End Date, Project Completion Date, Development Costs and Wider Project Costs and/or funding of the Project. Any changes must be agreed, in writing, with Homes England before taking effect.

20. PUBLICITY

- 20.1 The Local Authority will ensure that, where appropriate, publicity is given to the Project by drawing attention to the benefits and opportunities afforded by it. In acknowledging the contribution and investment made by Homes England the Local Authority must comply with any guidance on publicity provided by or on behalf of Homes England from time to time.
- 20.2 The Local Authority must not publicise or promote the Funding without Homes England's prior written agreement.
- 20.3 The Local Authority shall not refer to Homes England or the Funding in any publicity and/or promotional material relating to the Project without first receiving Homes England's written approval to such references.
- 20.4 Homes England reserves the right to use all data provided by the Local Authority in relation to the Funding for publicity or promotional purposes.

21. Fees and Expenses

21.1 Variations and Enforcement Costs

The Local Authority shall within three (3) Business Days of demand on demand, pay to Homes England the amount of all costs and expenses (including legal fees and irrecoverable VAT relating thereto) incurred by it:

- 21.1.1 in connection with the variation or amendment of, or enforcement or preservation of any rights under, the Agreement; or
- 21.1.2 in investigating any Event of Default which has occurred.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior negotiations, representations and undertakings whenever occurring.

23. FURTHER ASSURANCE

On the written request of Homes England, the Local Authority will promptly execute and deliver or procure the execution and delivery of any further documents necessary to obtain for Homes England the full benefit of this Agreement.

24. APPLICABLE LAW

This Agreement is governed and interpreted in accordance with English Law and subject to the jurisdiction of the courts of England and Wales. If any provision of this Agreement is found to be invalid, illegal

or unenforceable by a court of competent jurisdiction such provision shall be severed from it and the remainder of the provisions of this Agreement shall otherwise remain in full force and effect.

SCHEDULE 3

1. MILESTONES

Part A: HIF Funded Infrastructure Milestones

MILESTONE	MILESTONE DATE
Commencement of procurement of HIF Funded Infrastructure Works	March 2020
Start Date	31 July 2020
Submission of first Claim for Funding	31 August 2020
HIF Funded Infrastructure Works Start Date	31 July 2020
Reserved Matters Planning Permission achieved for the HIF Funded Infrastructure Works	February 2020
Unconditional contract entered into by the Council with a developer or building contractor for the HIF Funded Infrastructure Works	In advance of July 2020
Completion of HIF Funded Infrastructure Works	28 February 2021

Part B: Wider Project Milestones

MILESTONE	MILESTONE DATE
Commencement of procurement of Wider Project	Phase 1 - commenced 2011
Wider Project start date	Phase 2 - commenced May 2018 Phase 3 - after completion of the HIF Funded Infrastructure Works
Reserved Matters Planning Permission achieved for the Wider Project	February 2020
Unconditional contract entered into by the Local Authority with a developer or building contractor for the Wider Project	31 March 2020
311 residential units commenced	28 February 2021
Project Completion Date	31 March 2028
Local Authority to have undertaken a scheme reappraisal and submit its proposal to Homes England in accordance with paragraph 4.11 of the Standard Terms & Conditions as to how the monies recovered will be used for further housing delivery (the Further Housing Plan)	1 month after Project Completion Date, such date being 30 April 2028
Local Authority to have gained approval for the Further Housing Plan in accordance with paragraph 4.11 of the Standard Terms & Conditions.	2 months after Project Completion Date, such date being 31 May 2028
End Date	31 March 2030

2. OUTPUTS

OUTPUT	Measure
[x metres of road and x of drainage as part of the HIF Funded Infrastructure Works and construction of [] residential units in the first phase of Phase 3]	not less than 311

SCHEDULE 4

PRE-CONDITIONS

3. In additional to Clause 0 of this Agreement, the Local Authority will not be obliged to advance any Funding under this Agreement (even where a Claim Form has been submitted) unless:
 - 3.1 Homes England is satisfied that the Local Authority are not in breach of the Grant Funding Agreement;
 - 3.2 the Local Authority has provided satisfactory evidence to Homes England that the Local Authority has complied with the Local Authority representations and warranties set out in Clause 4 of Schedule 2 **Error! Reference source not found.**;
 - 3.3 the Local Authority has provided Homes England with a copy of the legal opinion it has received for the Project in relation to EU State Aid Law, such legal advice shall be provided by a firm of reputable solicitors with expertise in EU State Aid Law;
 - 3.4 Homes England is satisfied (acting reasonably) that contractors have or will be appointed with sufficient capability, experience and funding to deliver the Project by the Project Completion Date;
 - 3.5 The Local Authority has issued (or procured the issue) to Homes England of the Title Letter in respect of the Site for which Funding is claimed;
 - 3.6 the Local Authority has provided Homes England with confirmation from its legal advisors that it has received legal advice to ensure its compliance with paragraphs 4.11 and 4.12 **Error! Reference source not found.** of the Standard Terms of this Agreement;
 - 3.7 Homes England has confirmed to the Local Authority that it has approved the Cashflow at Appendix 2 to this Agreement;
 - 3.8 Homes England has provided written confirmation to the Local Authority that it is satisfied that both the procedure for appraising development and the Cashflow at Appendix 2 to this Agreement are sufficiently transparent to allow Homes England to monitor:
 - 3.8.1 the costs incurred in delivery of the Project;
 - 3.8.2 the purchase price of the Site and any other land; and
 - 3.8.3 the viability of the Project;
 - 3.9 The Developer is to provide to the Local Authority an updated development appraisal and Cashflow and Local Authority is to provide or procure the provision of the same to Homes England on a quarterly basis demonstrating that:
 - 3.9.1 the Project is financially viable; or
 - 3.9.2 An open book monitoring process of the development appraisals and cashflow for Phase 3 is adopted, in order for scheme costs, land purchase price and viability to be monitored by Homes England. An updated appraisal and cashflow are to be provided to the Homes England on a quarterly basis ahead of drawdown, and should show that the scheme is viable, or if unviable, should be accompanied by a written commitment from the Local Authority that they will reduce the sum requested from the Developer for the Phase 3 land to enable the scheme to be viable, such sum requested never to be greater than the Market Value.
 - 3.10 Prior to or in February 2020, the Local Authority has provided Homes England with satisfactory evidence that Reserved Matters Planning Permission has been submitted;

- 3.11 Prior to or in February 2020, the Local Authority has provided satisfactory evidence to Homes England that any Statutory Agreement and associated costs have been confirmed and agreed and Homes England is satisfied with the terms of the Statutory Agreement;
- 3.12 Prior to or in February 2020, the Local Authority has provided satisfactory evidence to Homes England of confirmation of any statutory or agreed obligations relating to the delivery of affordable housing as part of the Project;
- 3.13 Prior to 31 May 2019, the Local Authority has provided Homes England with the updated programme for delivery of Phase 3. The dates specified in the Programme must facilitate delivery of the HIF Funded Infrastructure Works by 31 March 2021;
- 3.14 Prior to 31 July 2019, the Local Authority are to have provided satisfactory evidence to Homes England that it has put in place an appropriate claw-back agreement to share in any surplus arising from costs savings or an uplift in value. The claw-back agreement to detail the agreed 100% clawback agreement with Keepmoat Homes up to the value of the grant of £2,039,085 plus a 65:35 split in favour of the Local Authority on anything over and above the £2,039,085 to allow the Local Authority to receive a satisfactory proportion of any Funding or Receipts that are surplus to the costs of delivering the Project, in order to re-invest these funds in the delivery of additional housing; and
- 3.15 The Developer must notify the Local Authority and the Local Authority must notify Homes England immediately upon becoming aware of any changes to the Programme that may:
 - 3.15.1 delay delivery of the Project beyond the Project Completion Date; or
 - 3.15.2 accelerate delivery of the Project so that the Project is completed prior to the Project Completion Date.
4. Homes England may agree to pay Funding to the Local Authority and the Local Authority may agree to pay the Developer before the above pre-conditions have been met without prejudice or waiver to its rights under this Agreement or to its right to refuse to pay any further Funding until the above pre-conditions are met.

APPENDIX 1

PLAN SHOWING THE SITE



SCHOOL STREET, THURNSCOE
LOCATION PLAN - PHASE 3
SCALE 1:2500 (A3 DRAWING)



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Gothard
Architectural Ltd.

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REVISIONS TO BE SHOWN ON THE DRAWING TO CORRECT ANY ERROR

APPENDIX 2
CASHFLOW

APPENDIX 3
TITLE LETTER

[Title Letter to be provided on Solicitors letterhead]

Site: Land on the North and South side of Lingamoor Leys, Thurnscoe

Title Number: SYK536243

Local Authority: Barnsley Metropolitan Borough Council

The Project: Seasons Phase 3, Thurnscoe Housing Development, Barnsley

Date of Certificate: [Date]

Insurance Amount: [To be confirmed]

TO: Homes and Communities Agency (trading as Homes England), a body corporate under Section 1 of the Housing and Regeneration Act 2008, of Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH (including any statutory successor) (Homes England);

Except as set out in the Schedule hereto.

We certify that:

- 1 We investigated the title of the Local Authority to the Site, including the carrying out of all appropriate searches and enquiries.
- 2 The Site is:
 - 2.1 held freehold by the Local Authority; and
 - 2.2 registered with absolute title at the Land Registry.
- 3 There are no financial charges secured on the Site.
- 4 The interest of the Local Authority in the Site is sufficient to allow the Site to be included in the Project and for the development of residential units without the need to obtain any further property or rights or the consent of any third party.
- 5 The Local Authority has a good and marketable title to the Site and to any appurtenant rights free from prior mortgages or charges and from onerous encumbrances that have an adverse effect on the development or use of the Site for the Project or its intended development.
- 6 We confirm that there either is, or will be on completion, sufficient insurance in place for the Insurance Amount as set out above

- 7 The Local Authority is not subject to any other contractual obligations which will adversely affect its ability to carry out the Project or materially affect the cost of the Project.
- 8 Nothing has been revealed by our searches and enquiries which would prevent the Site being used for the Project.

7. I confirm compliance with each representation, warranty and covenant specified in the Funding Agreement.
8. I confirm that no Event of Default has occurred and is continuing or will occur as a result of the proposed draw down.
9. I confirm that the Funding to be provided pursuant to this Claim Form is in respect of Development Costs and will be used to meet the Development Costs and that no other Claim has been made in respect of such costs and that any supporting evidence required to be submitted with this Claim (to Homes England's satisfaction) provides evidence of the relevant expenditure incurred to date.
10. I confirm that:
 - 10.1 The Development Costs have been or will be incurred and constitute or will constitute capital expenditure in accordance with Regulations made under the Local Government Act 2003.
 - 10.2 We have not received and will not receive any specific grants, other support or contributions towards the expenditure for which payment is now being sought.
 - 10.3 The information in this form is true and correct.

By:

Section 151 Officer
for and on behalf of
Barnsley Metropolitan Borough Council

Name (Printed):

Position:

Dated:

-----For Completion by Homes England Only-----

Department/Location									
Order/Contract No:			Supplier Ref:			EFIN/APTOS INV NO:			
Cost Centre	Account No	Activity	Job Code			Net Amount		Vat Code	
	Creditor Code	Total Net		1	T O T A L V A T	2	3	INVOICE TOTAL	

CERTIFIED BY & Date	4 AUTHORIZED BY & DATE
--------------------------------	-----------------------------------

Annexure 4 – "Thirtieth Schedule - Planning Obligations Site 3"

1. This Thirtieth Schedule secures the planning obligations in respect of Site 3 without which Planning Permission for the Development would not be granted but for the avoidance of doubt:
 - 1.1 Nothing in this Schedule constitutes a planning permission or an obligation to grant planning permission;
 - 1.2 Nothing in this Schedule grants planning permission or any other approval, consent or permission required from the Owner in the exercise of any of its statutory functions; and
 - 1.3 Nothing (contained or implied) in this Schedule shall fetter or restrict the Owner's statutory rights, powers, discretions and responsibilities.
2. Clause 47 shall be subject always to the provisions of this Thirtieth Schedule in respect of Site 3 and where there are any inconsistencies between clause 47 or the remainder of the Agreement and this Thirtieth Schedule in respect of Site 3 the provisions of this Thirtieth Schedule shall prevail.
3. The covenants given by the Developer and the Owner in this Thirtieth Schedule shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or it is modified (without the consent of the Developer) by any statutory procedure or expires prior to the Commencement of Development.
4. In the event that the Building Lease is terminated by the Owner:
 - 4.1 Further to clauses 20 or 57 of this Agreement and a new lease is granted pursuant to the terms of clause 9 of the Building Lease the obligations in this Schedule 30 will continue to apply;
 - 4.2 Further to provisions other than clauses 20 or 57 of this Agreement and a new lease is not granted the covenants given by the Developer and the Owner in this Thirtieth Schedule shall cease to have effect from the Termination Date save in respect of any covenants that have fallen due prior to the Termination Date;
 - 4.3 Further to provisions other than clauses 20 or 57 of this Agreement and a new lease is entered between the parties which results in fewer Dwellings being delivered than the maximum permitted by the Planning Permission:
 - 4.3.1 the covenants in this Thirtieth Schedule in relation to Affordable Housing shall continue in respect of the new building lease and land previously disposed of pursuant to and in accordance with this Agreement save that the number of Affordable Housing Units shall relate to 5% of the reduced number of Dwellings unless renegotiated by the parties; and
 - 4.3.2 the covenants in this Thirtieth Schedule in relation to matters other than Affordable Housing will be renegotiated by the parties acting reasonably with a view to apportioning fairly the covenants between the land which the

Developer has developed and/or is retaining pursuant to the new lease and the land which is vested back in the Owner.

5. For the purposes of this Thirtieth Schedule only the following definitions shall apply:

"Affordable Housing" means housing provided to eligible households whose needs are not met by the market in accordance with the definition in Annex 2 of the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it);

"Affordable Housing Commuted Sum" means the sum to be paid by the Developer to the Owner only in the circumstances outlined in paragraph 5.8 of this Thirtieth Schedule and to be applied by the Owner towards the provision of Affordable Housing within the administrative area of the Owner such sum to be calculated as follows:

$A \times B$

Where

$A = \text{£}46,720$

$B =$ the number of Affordable Housing Units not to be constructed on the Property in accordance with the Notice;

"Affordable Housing Units" means 5% (18 number) of the Dwellings to be constructed on the Property pursuant to the Planning Permission in the locations as shown marked with a single asterisk on Plan 2 and to be let at an Affordable Rent;

"Affordable Rent" a rent which is set in accordance with the Government's rent policy for Affordable Rent, or is at least 20% below local market rents (including service charges where applicable); to be in accordance with Annex 2 of the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it);

"the Application" means the planning application for reserved matters with the reference number 2019/0809 submitted to the Council for residential development of 357 no. dwellings (phase 3) pursuant to

the Hybrid Permission

"Bus Stop Improvement Contribution" means the sum of £67,400 (sixty seven thousand four hundred pounds) to be paid by the Developer to the Owner in accordance with the terms of this Agreement and to be used towards improvement works at bus stops on Lingamore Leys and Merrill Road to include the provision of 2 bus shelters and raised kerbs/tactile paving at stop 55288 and the opposite stop;

"Commencement of Development" the date on which development pursuant to the Planning Permission is commenced on the Site within the meaning of Section 56 of the Act provided that the following shall not amount to the Commencement of Development:- operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;

"Council's Approved List" means the following Registered Providers:

1. Barnsley Metropolitan Borough Council;
2. South Yorkshire Housing Association Limited;
3. Yorkshire Housing Limited;
4. Guinness Northern Counties Limited;
5. Equity Housing Group Limited;
6. Leeds and Yorkshire Housing Association Limited;
7. Chevin (Together) Housing Association Limited;
8. Wakefield and District Housing Limited;

Or such other Registered Provider(s) that may be agreed in writing between the Owner and the Council from time to time.

"the Development"

means the development of the Property in accordance with the Planning Permission

"Dwellings"

means the houses, and other forms of residential accommodation to be created on the Property pursuant to the Planning Permission;

"Education Contribution"

means the sum of £2,064,000 (two million, and sixty four thousand pounds) to be paid by the Developer to the Owner in accordance with the terms of this Agreement and to be applied by the Owner as follows:-

- (1) £1,200,000 (one million and two hundred thousand pounds) towards 75 additional places at the following primary schools: The Hill, Gooseacre and Highgate Primary Academy, Goldthorpe
- (2) £864,000 (eight hundred and sixty four thousand pounds) towards 54 additional places at The Dearne Advanced Learning Centre

"Hybrid Permission"

means the hybrid planning permission with reference 2017/1051 granted by the Owner (in its capacity of a Local Planning Authority) on 7 March 2018 for the erection of 129 dwellings (Phase 2), associated infrastructure and public open space (Full Consent) Residential Development (Phase 3) and associated infrastructure (outline)

"Interest"

means interest at 4 per cent per annum above the base lending rate of Barclays Bank Plc from time to time or should this rate cease to exist such other bank lending rate as the Owner may reasonably nominate

"Notice"	means the notice to be served on the Owner pursuant to paragraph 5.8 of this Thirtieth Schedule informing the Owner that the Developer has been unable to enter into a binding contract with a Registered Provider for the transfer of all or any number of the Affordable Housing Units or the land upon which the Affordable Housing Units are to be constructed;
"Occupation and Occupied"	means occupation for the purposes permitted by the Planning Permission from which the Development benefits but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" shall be construed accordingly.
"Open Market Units"	means those Dwellings to be constructed pursuant to the Planning Permission that are not Affordable Housing Units;
"Plan 1"	the plan appended to this Thirtieth Schedule as Plan 1;
"Plan 2"	the plan appended to this Thirtieth Schedule showing the location of the Affordable Housing Units and marked drawing number 1926.01 Revision N;
"the Planning Permission"	means the reserved matters approvals to be granted by the Owner (in its capacity as a Local Planning Authority) pursuant to the Application together with the Hybrid Permission .
"Registered Provider"	means a body whose functions or aims include the provision or management of affordable housing (including affordable housing of the type and amount proposed within the Development) registered as a Registered Provider (pursuant to the Housing and Regeneration Act 2008 or any relevant successor legislation);
"Site 3"	means the land shown edged red on Plan 1 appended to this Thirtieth Schedule and marked "Plan 1"

"Termination Date"

means the date upon which any termination of the Building Lease under its terms takes effect

6. The Developer's Covenants to the Owner

The Developer covenants with the Owner as follows:

5.1 To provide written notice to the Owner's S106 monitoring and compliance officer of

- 5.1.1 the Commencement of Development; and
- 5.1.2 the Occupation of the first Dwelling; and
- 5.1.3 the Occupation of the 9th Dwelling; and
- 5.1.4 the Occupation of the 29th Dwelling; and
- 5.1.5 the Occupation of the 79th Dwelling; and
- 5.1.6 the Occupation of the 149th Dwelling; and
- 5.1.7 the Occupation of the 249th Dwelling

Financial Contributions

5.2 To pay the Education Contribution in four instalments as follows:

- 5.2.1 25% prior to the Occupation of the 30th Dwelling and not to occupy more than 29 Dwellings unless this first instalment of the Education Contribution has been paid to the Owner;
- 5.2.2 25% prior to the Occupation of the 80th Dwelling and not to occupy more than 79 Dwellings unless this second instalment of the Education Contribution has been paid to the Owner;
- 5.2.3 25% prior to the Occupation of the 150th Dwelling and not to occupy more than 149 Dwellings unless this third instalment of the Education Contribution has been paid to the Owner;
- 5.2.4 25% prior to the Occupation of the 250th Dwelling and not to occupy more than 249 Dwellings unless this fourth instalment of the Education Contribution has been paid to the Owner

5.3 to pay the Bus Stop Improvement Contribution prior to the Occupation of the 10th Dwelling and not to Occupy more than 9 Dwellings unless the Open Space Contribution has been paid to the Owner.

5.4 If any payment due by the Developer under paragraphs 5.2, 5.3 and 5.8 hereof is paid late, the Developer will pay Interest on the outstanding sum from the date payment is due to the date of payment.

Affordable Housing

5.5 The Developer shall use its reasonable endeavours to market the Affordable

Housing Units to a Registered Provider appearing on the Council's Approved List and will promptly upon agreeing heads of terms for a transfer of the Affordable Housing Units to the Registered Provider submit to the Owner the name of the chosen Registered Provider for the Owner's approval ("Initial Registered Provider Transfer Terms") PROVIDED THAT it is agreed for the avoidance of doubt that the Developer shall not transfer the Affordable Housing Units to a Registered Provider not appearing on the Council's Approved List subject to any variation to the Council's Approved List that may be agreed in writing between the Owner and the Developer from time to time.

- 5.6 Thereafter the Developer shall thereafter use its reasonable endeavours to exchange contracts with the Registered Provider for the sale of the Affordable Housing Units and will keep the Owner informed on the Developer's progress.
- 5.7 Subject always to paragraph 5.8 hereof if the proposed sale does not proceed in accordance with the Initial Registered Provider Transfer Terms, the Developer shall continue to use its reasonable endeavours to exchange contracts with an alternative Registered Provider appearing on the Council's approved List (subject to any variations to the Council's Approved List that may be agreed in writing between the Developer and Owner from time to time) and will keep the Owner informed of the Developer's progress
- 5.8 If any of the Affordable Housing Units have not been contracted for sale to a Registered Provider within 6 (six) calendar months following the date hereof and the Owner has confirmed that it is satisfied that paragraphs 5.5 to 5.7 of this Schedule have been complied with then the Developer may give Notice and pay the Affordable Housing Commuted Sum to the Owner PROVIDED THAT such sum shall only be payable in respect of those Affordable Housing Units not already contracted to be transferred to a Registered Provider and upon such payment the Developer will be free to offer such Dwellings for sale on the open market free from the obligations in this Schedule as Open Market Dwellings.
- 5.9 Where an Affordable Housing Commuted Sum is paid in accordance with paragraph 5.8 hereof the Affordable Housing Contribution shall be paid to the Owner within 10 (ten) Working Days of the Notice having been served and upon payment of the Affordable Housing Commuted Sum:
 - 5.9.1 Where the Affordable Housing Commuted Sum is paid in respect of 100% of the Affordable Housing Units the obligations contained within paragraphs 5.10 and 5.11 shall be of no further effect and shall determine absolutely.
 - 5.9.2 Where the Affordable Housing Commuted Sum is paid in respect of less than 100% of the Affordable Housing Units, the reference to "Affordable Housing Units" in paragraph 5.10 and 5.11 shall be read as being that number of Affordable Housing Units that are to be constructed and transferred to a Registered Provider.
- 5.10 To procure that any transfer of the land on which the Affordable Housing Units are to be constructed and/or any transfer of an Affordable Housing Unit to a Registered Provider is to include transfer provisions substantially in the form appended to this Thirtieth Schedule but for the avoidance of doubt must include the following minimal provisions;
 - 5.10.1 the grant by the Developer of all rights of access and passage of services

and other rights reasonably necessary to the beneficial enjoyment of the Affordable Housing Unit; and

- 5.10.2 a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the benefit of the remainder of the Open Market Dwellings.
- 5.11 That the Affordable Housing Units are constructed under the terms of the Planning Permission in accordance with the following phasing strategy in relation to the Open Market Units:
 - 5.11.1 30% of the Affordable Housing Units are to be constructed and ready for Occupation prior to Occupation of 45% of the Open Market Units and no more than 45% of the Open Market Units shall be Occupied until 30% of the Affordable Housing Units have been transferred to a Registered Provider;
 - 5.11.2 80% of the Affordable Housing Units are to be constructed and ready for Occupation prior to Occupation of 75% of the Open Market Units and no more than 75% of the Open Market Units shall be Occupied until 80% of the Affordable Housing Units have been transferred to a Registered Provider;
 - 5.11.3 100% of the Affordable Housing Units are to be constructed and ready for Occupation prior to Occupation of 80% of the Open Market Units and no more than 80% of the Open Market Units shall be Occupied until 100% of the Affordable Housing Units have been transferred to a Registered Provider

6 The Owner's Covenants to the Developer

The Owner covenants with the Developer as follows:

- 6.1 At the written request of the Developer, the Owner shall provide written confirmation of the discharge of the covenants contained in this Thirtieth Schedule when satisfied that such covenants have been performed.
- 6.2 To use (or procure the use of) all sums received under the terms of paragraph 5 of this Thirtieth Schedule for the purposes specified in this Agreement for which they are to be paid.
- 6.3 To repay the Education Contribution and/or the Bus Stop Improvement Contribution to the Developer upon written request if the Contribution has not been expended or committed to be expended within 10 years from its receipt by the Owner.
- 6.4 The Owner should provide to the person making the payment any evidence that the person making the payment shall reasonably require in order to confirm the expenditure of sums paid by that person under this Thirtieth Schedule.



- KEY**
-  Site Boundary
 -  Title No: SYK536243
Barnsley Metropolitan Borough Council
 -  Title No: SYK304721
Yorkshire Housing Ltd
 -  Transfer dated 30 March 2006
Jeffrey Philip Anders & Susan Elizabeth Anders
 -  Rights of Access
from Transfer dated 30 March 2006
 -  Title No: SYK566130 Leasehold
Yorkshire Electricity Distribution PLC
 -  Electricity Equipment
 -  BT Equipment
 -  Water Pipes
 -  Surface Water Pipes
 -  Sewer Pipes
 -  Gas Pipes
 -  Public Rights of Way (Footpaths)
 -  Public Rights of Way (Bridleways)
 -  Adopted Highways

0 10 20 30 40 50
Scale: 1:1250

wardhadaway
Sandgate House, 102 Quayside Newcastle upon Tyne
Tel: 0191 2044000 Fax: 0191 2044110

Client: **Keepmoat Homes Ltd**

File: **KEE061.46** Rev: **2**

Title: **Plan 3**
Land at Merrill Road
Thurnscoe
Rotherham

Scale: **1:1250@A1** Date: **09/09/20**

Ordnance Survey © Crown
copyright. All rights reserved
Licence number SR 100001268
Drawn by: **CS**



Code	House Type	Beds	SQFT	SQ M	Storey Height	TOTAL	FT-TOTAL	% MIX	% MIX
WHY	2 BR	2	851.78	78.32	2 Storey	52	33,412.84	23	2.1
WHY	3 BR	3	832.11	77.11	2 Storey	61	33,422.01	18	5.6
WHY	3 BR	3	785.06	72.77	2 Storey	37	28,110.00	11	3.2
WHY	3 BR	3	1,251.40	115.84	2.5 Storey	15	18,774.00	5	1.5
WHY	3 BR	3	1,011.00	93.77	2 Storey	11	11,177.00	3	0.9
WHY	4 BR	4	1,052.00	97.73	2 Storey	10	10,520.00	3	0.9
WHY	4 BR	4	1,331.28	123.25	2.5 Storey	7	9,318.96	3	0.9
WHY	2 BR	2	738.87	68.29	2 Storey	11	8,127.57	3	0.9
WHY	3 BR	3	1,051.75	97.73	2 Storey	5	5,258.75	1	0.3
WHY	4 BR	4	1,077.00	99.73	2 Storey	2	2,154.00	1	0.3
TOTAL						150	212,742.58	100.00	100

	Acres	Sqft	%
Grass Area	14.039	27,278	12.8%
P.O.S.	1.777	4,391	2.1%
Asphalt Footpath	1.182	10,746	5.0%
Other Hardscape	0.534	1,320	0.6%
Net Site Area	6.425	26,821	12.5%
Density			42.7 DPH
Sqft per Acre			15,981.28

Thumsoe - Plan 1

Notes:
 This drawing shows and presents a preliminary plan of the site.
 All dimensions are to be verified on site before any work commences. If any discrepancies, errors or omissions are noted, the contractor shall be responsible for their resolution.
 If any other drawings are referenced on this drawing, please refer to the specific drawing for details, materials and specifications.

- PLANNING LAYOUT KEY:**
- Boundary treatments:**
- 1600mm high screen wall
 - 1800mm high timber fence
 - 1000mm high metal railings
 - Low top fence
- * Allotment
 - Block paving
 - XX House reference
 - Bit (collection point) (on collection driveway)
 - Tree/vegetation to be retained
 - Tree/vegetation to be removed

N	Bedroom & living area	20.00	20.00
M	Living area	12.00	12.00
L	Living area	12.00	12.00
K	Kitchen	10.00	10.00
U	Unit	10.00	10.00
H	House	10.00	10.00
G	Garage	10.00	10.00
F	Floor	10.00	10.00
E	Entrance	10.00	10.00
D	Driveway	10.00	10.00
C	Carport	10.00	10.00
B	Basement	10.00	10.00
A	Attic	10.00	10.00
RES	Residential	10.00	10.00



Thumsoe

Planning Layout

SCALE: 1:500 DATE: 18-06-19 DRAWN: TS CHECKED: SH

PROJECT: 1928 DATE: 1926.01 NORTH: N



Annexure 5 - "Thirty First Schedule – Clawback"

Site 3 Clawback

1. Definitions and Interpretations

The definitions and rules of interpretation set out in this paragraph apply to this Schedule;

"Act of Circumvention"	means any action or default or the Developer of an Affiliate of the Developer where the principal purpose or purposes is or are to avoid or reduce the size of any Clawback due under this Schedule
"Affiliate"	<p>with respect to a Person</p> <p>(a) any other Person who directly or indirectly is in control of or controlled by or is under common control with such Person: or</p> <p>(b) any other Person who is director, former director, officer, employee or individual connected to a director within the meaning of section 252 Companies Act 2006:</p> <p>(i) of such Person</p> <p>(ii) of any subsidiary or parent company of such person or</p> <p>(iii) of any person described in paragraph (a) above.</p> <p>For the purpose of this definition control of the Person shall mean the power direct or indirect and whether alone or otherwise</p> <p>(iv) to vote more than 50% of the securities having ordinary voting power for the election of directors of such Person; or</p> <p>(iv) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.</p>
"BCIS"	means BCIS General Buildings Cost Index as published quarterly by Building Cost Information Services Limited or in the absence of such index existing such index as the Developer reasonably chooses and the Council in writing approves acting reasonably ;

<p>"BLV"</p>	<p>£158,994.00 (one hundred and ninety eight thousand nine hundred and ninety four pounds) or, where part (b) of the Clawback Calculation Date applies the apportionment of the same which represents the proposed number of Units authorised on the area of Site 3 which remains with the Developer following termination of the Building Lease represents against all Units authorised on Site 3;</p>
<p>"Build Costs"</p>	<p>means the reasonable and proper build costs for the Development or where part (b) of the Clawback Calculation Date applies tthat part of the Development on the area which remains with the Developer following termination of the Building Lease including any reasonable abnormal costs as proposed identified by the Developer on an open book basis and agreed by the parties acting reasonably or in the absence of agreement determined by the expert in accordance with clause 30.</p>
<p>"Clawback"</p>	<p>the sum calculated in accordance with the following formula</p> <p>RLV – BLV</p> <p>Payable as follows :-</p> <p>Where the sum is at or below the Threshold plus the Tax Deduction 100% to the Owner</p> <p>Where the sum is above the Threshold plus the Tax Deduction the Threshold and the Tax Deduction is paid to the Owner and in relation to the balance of such sum less the Threshold 65% to the OwnerLess in both cases the Tax Deduction</p>
<p>"Clawback Calculation Date"</p>	<p>means the earlier of</p> <p>(a) the date of the Disposal of the final open market Unit on Site 3 as identified in the Planning Permission; and</p> <p>(b) where the Building Lease has been terminated by the Owner (other than pursuant to clause 20 or clause 57 of this Agreement) the date of determination of the Building Lease unless the Owner in its discretion elects otherwise by notice in writing to the Developer ; and</p>

	(c) six months from the Completion Date of the last Phase which the Developer Commences;
"Clawback Payment Date"	20 (twenty) Working Days from the date the Clawback has been agreed or determined;
"Deductions"	<p>means in respect of the relevant Unit the aggregate value of all of the following:</p> <p>(a) Incentives;</p> <p>(b) Extras;</p> <p>Provided That the Deductions shall not exceed 5 % (five per cent) of the Revenues for the relevant Unit;</p>
"Developer Profit"	means 13.22% of gross turnover
"Disposal"	as defined in the Sixth Schedule
"Exempt Disposition"	<p>Means:</p> <p>(a) the disposition of part of Site 3 to a local authority or statutory body pursuant to a planning agreement and/or an agreement under section 38 and/or 278 Highways Act 1980</p> <p>(b) the disposition of a Dwelling (including an Affordable Dwelling and land on which an Affordable Dwelling is to be constructed to a Registered Provider)</p> <p>(c) the disposition of part of Site 3 to a statutory undertaker in connection with its undertaking</p> <p>(d) a disposition of part of Site 3 to a management company responsible for managing such land</p>
"Extras"	means all reasonable extras, specifications (in excess of the standard specification attached hereto) to the extent provided by the Developer in relation to the relevant Unit.
"Finance Costs"	[£853,453.00 (apportioned in the event of early termination of the Building Lease)

"Incentives"	means all reasonable incentives or inducements excluding any items that fall under the definition of Extras given by the Developer to dispose of the relevant Unit to acquire such Unit
"Legal Fees"	means the reasonable legal fees reasonably incurred by the Developer and notified to the Owner by the Developer.
"Overheads"	means the sum of £8,622.00 per Dwelling as increased by the BCIS;
"Part Exchange Units"	any property purchased by the Developer from a buyer of a Dwelling in part of the consideration payable for a Dwelling
"Person"	means an individual, corporation (including a business trust), partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated association or government or a political subdivision thereof;
"Planning Costs"	means the reasonable costs reasonably incurred and reasonably associated in discharging the planning obligations as set out in the Thirtieth Schedule;
"Revenues"	means all income, capital and gross receipts and gross sale proceeds and other consideration of money or monies worth including any benefit in kind, overages and deferred payments paid to or received by and/or due to or the Developer or at their direction or behalf or request in respect of any Unit disposed of sold on the open market (and which for the avoidance of doubt will include the Affordable Housing) together with the Grant and together with the value of the Part Exchange Units less the Deductions AND FOR THE AVOIDANCE OF DOUBT where (b) or (c) of the Clawback Calculation Date applies there remain Units to be disposed of which are not the subject of binding legal contract for sale (where the price and any other revenue set out in the contact shall be included as the revenue for the purposes of the calculation) then the value attributed for the purposes of the calculation shall be based on the average price received for the last 3 Units of the same housetype to be sold

"RLV"	<p>means the sum calculated in accordance with the following formula</p> $[A-[BC+O+DP+SC+FC+PC+LF]]$ <p>Where</p> <p>A = the Revenues</p> <p>BC = the Build Costs</p> <p>O = the Overheads</p> <p>DP = the Developer Profit</p> <p>SC = the Sales and Marketing Costs</p> <p>FC = the Finance Costs</p> <p>PC = the Planning Costs</p> <p>LF = the Legal Fees</p> <p>But for the avoidance of doubt without double counting so no costs shall fall within more than one of the above definitions</p>
"Sales and Marketing Costs"	means the sum of £5,500.00 per Unit increased in accordance with BCIS
"SDLT"	means Stamp Duty Land Tax or similar or equivalent tax charge or levy.
"Tax Deduction"	means the amount equivalent to the SDLT (but no penalties or interests) payable by the Developer on the relevant Clawback;
"Threshold"	£2,039,085.00 or such part of the Grant as has been claimed by the Developer in accordance with clause 55;

2. The parties agree that the following will apply in respect of Site 3:
 - 2.1. Payment of Clawback
 - 2.1.1. On the Clawback Payment Date the Developer shall pay the Clawback (if any) to the Owner.
 - 2.1.2. For the avoidance of doubt, in no circumstances, shall any payment be payable under this Schedule by the Owner to the Developer.
 - 2.1.3. The Developer covenants with the Owner that it shall pay interest at the Interest Rate to the Owner on the Clawback for each period from the Clawback Calculation Date until the Clawback Payment Date and the Developer further covenants with the Owner that the Developer shall pay interest at the Default Rate to the Owner

on the Clawback which is not paid on the due date or from such date that any independent expert determines it as appropriate as a result of the conduct of the Developer or Owner in relation to the agreement or determination of the Clawback and such interest shall be payable for the period from the due date to the date of actual payment

2.1.4 The benefit of the Developer's covenants in relation to the whole or part of any Clawback due is assignable in whole or in part by the Owner provided that it shall not be assignable to another housebuilder or competitor of the Developer

2.2. Amount of Clawback

2.2.1. On the Clawback Calculation Date the Developer shall prepare an accounting calculation of the Clawback payable in relation to Site 3 (or the relevant part of Site 3 as remains with the Developer following the Owner terminating the Building Lease) and shall submit the same for approval by the Owner (such approval not to be unreasonably withheld or delayed). In the event that the Clawback has not been agreed within 20 (twenty) Working Days either party may refer this matter to determination pursuant to clause 30 of this Agreement.

2.2.2. The accounting calculation shall provide the Owner on an open book basis with full details of:

2.2.2.1. Revenues including all related documentation in respect of any Disposal (including where a Disposal of a relevant Unit has not taken place by the relevant Clawback Payment Date the Developer shall also supply details and assessment of the likely revenues of the relevant Unit supplying detailed evidence in support of its assessment based on the contracted selling price and/or selling prices of similar housetypes).;

2.2.2.2. Build Costs;

2.2.2.3. Overheads;

2.2.2.4. Developer Profit;

2.2.2.5. Sales and Marketing Costs

2.2.2.6. Finance Costs;

2.2.2.7. Planning Costs; and

2.2.2.8. Legal Fees

together with full copies of the relevant documentation (if requested) supporting the proposed sum attributed to each of the above.

2.2.3. The Developer agrees to maintain full and accurate records and accounts including retention of all accompanying receipts vouchers completion statements and other documents in connection with the matters listed in clause 2.2.2.

2.2.4 The Owner shall respond to the Developer within 20 (twenty) Working Days of receipt of all of the assessments, information and documentation

required by paragraphs 2.2.1 and 2.2.3 confirming whether the Owner agrees with the Developers assessment of the Clawback or proposes an alternative figure for the Clawback or whether the Owner, acting reasonably, requires further information, clarification or documentation to determine its view of the Clawback.

- 2.2.5 In the event that the Owner proposes an alternative figure as to the Clawback under paragraph 2.2.4 the Owner shall provide the Developer with a breakdown of the basis of its proposal.
- 2.2.6 The Developer shall respond promptly and diligently to any request received for and on behalf of the Owner pursuant to paragraph 2.2.5
- 2.2.7 If the Developer and Owner fail to agree on the amount of the Clawback within 30 Working Days of the Owner notifying the Developer under 2.4 either party may refer the matter to third party determination in the Prescribed Manner.

2.3. Worked example

A worked example of the Clawback is set out on the attached document for illustrative purposes only

2.4. Act of Circumvention

Neither the Developer nor the Guarantor shall not enter into any Act of Circumvention and shall not assist, cause, permit or suffer any other person and/or any Affiliate to enter into or make arrangements for the entering into of any Act of Circumvention.

2.5. Good Faith

2.5.1 In respect of the calculation of any Clawback Payable under the Agreement and generally in relation to this Schedule the Owner and the Developer shall act towards each other in good faith in a manner wholly consistent with the observance and performance of their respective obligations to each other.

2.5.2 The Developer shall not enter into a Disposal at an Undervalue

2.6 Disposals

2.6.1 The Developer will not make a Disposal of the whole or part of Site 3 (other than an Exempt Disposition) unless its successor:-

- 1.1.1 executes a deed of covenant on or before the date of the deed or document effecting the Disposal and delivers it to the Owner's Solicitors and the Disposal contains the restriction set out below ;
- 1.1.2 makes an application to the Land Registry on form RX1 for a restriction to be entered onto the proprietorship register of the title number to be allocated to such whole or part of Site 3 following the Disposal in the form of the restriction.

2.6.2 The Owner consents to the Developer on the date of any Exempt Disposition applying to the Land Registry for the Restriction to be withdrawn in relation to the

relevant part of the Property the subject of an Exempt Disposition and the Owner covenants with the Developer to do and execute all such things, deeds and documents as may reasonably be required to assist the Developer's solicitor in withdrawing the restriction.

2.6.3 The Developer covenants with the Owner:

1.1.3 to apply to the Land Registry on form RX1 for a restriction to be entered onto the proprietorship register of the title number to be allocated in the following form (provided that it is acknowledged that the restriction required pursuant to the HIF Agreement is to be registered with priority before the restriction below)

" No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 2.6 of the Thirty First Schedule of an Agreement made between (1) Barnsley Metropolitan Borough Council (2) Keepmoat Homes Limited and (3) Keepmoat Limited have been complied with or do not apply."

Keepmoat Homes Specification

STANDARD SPECIFICATION

DOCUMENT REF:	DEV_SPEC_203	REVISION:	U	DATE	31.05.18
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This document is a summary of the Keepmoat Building Regulations, Trade and Gold Silver Bronze Specifications
Where any discrepancies occur, the other specification documents (as below) are to take precedence over this document

Document Title:

Building Regulations (England)
Building Regulations (Scotland)
Gold Silver Bronze Specification
Keepmoat Homes Trade Specifications (Workmanship)
Keepmoat Homes Trade Specifications (Product and Supply)
Apartment Communal Areas

Document Ref:

DEV_SPEC_101
DEV_SPEC_102
N/A
DEV_SPEC_300 & 400 series
DEV_SPEC_500 series
DEV_SEPC_206

The latest revision of the above (at the time of issue of this document) is to be used.

Notes

- * Please refer to the site specific working drawings and details which may supersede elements of this specification.

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REVISIONS & DOCUMENT VERSIONS

Revision	Section	Date	Change
R	17 / 1M 25 / 1Q	27.10.16	Paint colour now Jasmine White, to include ceilings Boiler now ESP1 model. Section 1Q removed (Code Combi no longer required in Scotland)
	5		Extra info added to airbricks for extract fans
S	3	21.12.16	Driveway spec changed to suit NHBC <i>Scotland 2015 Building Standards update :-</i> Walls below DPC updated to Aircrete blocks Breather membrane updated Wall insulation changed Low E VCL added O/A Wall U-value changed to 0.22 W/m2K Insulated cavity socks added in lieu of timber Tenmat expanding cavity closers added Window U and G values updated Ground Floor edge Insulation added Intermediate floor decibel reduction changed to 40(Db) Studs changed to 63 x 38mm CLS Partition decibel reduction changed to 40(Db) U-value requirement changed to external door Carbon dioxide monitor added PV Section added
	App 1 1B App 1 1B App 1 1B App 1 1B App 1 1B App 1 1B App 1 1B App 1 1B App 1 1C App 1 1F App 1 1F App 1 1H App 1 1H App 1 1I App 1 1O App 1 1O		
T	17 / 1M	31.03.17	Internal Paint Colour Changed Kitchen window now tiled 125 dia fan added when ceiling mounted
U		31.05.18	Document format changed. Wall tiling now section 25, heating now section 26 External wall insulation changed, timber frame external wall build up added Party wall insulation changed, timber frame party wall build up added Notes added re: additional noggins to stud walls to receive tiling External door now supplied from Brittdoor Internal door handle changed Type of pendant and batten holder changed Waste Traps updated to standard traps Model of lockshield Valve Changed, other valves added Notes added re: additional noggins to stud walls to receive tiling, acoustic wall build up changed Suppliers Updated (various) Forward removed
	5 7 11 12 16 21 22 26 App 1 1H		

Document Versions

Please note that updated bound hardcopies of the document will be issued periodically by the Product Development Team; however the bound version may not always be the most current version. The current version can be accessed electronically via the Product Development Sharepoint page.

2. UNDERGROUND DRAINAGE & SERVICES

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Foul & Surface pipework	Plastic pipework	Polypipe	Graham PTS	Groundwork Contractor	Yes
Inspection chambers	Plastic inspection chamber, size and type as site specific drawings	Polypipe	Graham PTS	Groundwork Contractor	Yes
ACO Drains / channels	Drainage channel with galvanised steel slotted cover	Open	Open	Groundwork Contractor	No
Gullies	110mm square inlet with black Polypropylene grid cover	Polypipe	Graham PTS	Groundwork Contractor	Yes
Gas supply pipework	32mm MDPE (yellow). Min 600mm deep trench with marking tape	Open	Open	Groundwork Contractor	No
Water supply pipework	25mm MDPE (blue). Min 750mm deep trench with marking tape. Ducted where passing through external wall into property	Open	Open	Groundwork Contractor	No
Electricity supply cable	100amp supply (black). Min 450mm deep within 38mm duct with marking tape.	Open	Open	Groundwork Contractor	No
Electric meter box # -v-	Wall mounted meter box positioned as per housetype working drawings. Painted as section 17	Regional	Jewson	Keepmoat	Yes
Gas meter box #	Wall or surface mounted meter box positioned as per housetype working drawings. Painted as section 17	Regional	Jewson	Keepmoat	Yes

3. EXTERNAL AREAS

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Front Path #	900mm wide (2 x 450mm pressed grey slabs)	Open	Open	Groundwork Contractor	No
Rear / Side Path #	600mm wide pressed grey slabs with 150mm wide shingle strip to house side and min 150mm clear space to other side. NB – Wider path (2 x 450mm pressed grey slabs with 100mm strip) may be required to sites where LTH / Code applies. 750mm wide path where path will be used to move refuse. Formed with 450x600mm / 300x600mm pressed grey slabs using alternate bond. Shingle strip adjacent to give 900mm min clear width.	Open	Open	Groundwork Contractor	No
Patio Area #	See Gold , Silver , Bronze document for specification. Supply chain as stated.	Open	Open	Groundwork Contractor	No
Front Garden #	Turfed & landscaped in accordance with site details. Turf to be "Rowlawn Medalion" cultivated grade or similar approved.	N/A	N/A	N/A	No
Rear Garden #	See Gold , Silver , Bronze for specification. Supply chain as stated.	N/A	N/A	N/A	No
Driveway Surface #	Single dwellings: Two Coat Dense Bitumen Macadam (60mm binder, 20mm wearing) Multiple dwellings: One coat 30mm Stone Mastic Asphalt & one coat 80mm Dense Bitumen Macadam Binder	N/A	N/A	N/A	No
Driveway Demarcation #	50 x 150mm PCC edging	Open	Open	Groundwork Contractor	No
Bin Storage	Where possible bins to be located at rear of dwelling and accessed via the hard standing forming the rear / side path. Where mid terraced, bin to be located at the front of dwelling and housed within a suitable permanent enclosure. Enclosure constructed as site details and sized in accordance with the relevant Local Authority's refuse requirements. NB – Bin storage requirement may differ where Code /LTH applies. See site layout for details	Open	Open	Open	No

4. FENCING/BOUNDARY WALLS

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Plot Front #	Open boundary with landscaping	Open	Open	Fencing Contractor	No
Plot Rear / Public Side #	1.8m high closeboard fencing as per external works layout	Open	Open	Fencing Contractor	No
Plot Dividing Fence #	0.9m high post & rail fence	Open	Open	Fencing Contractor	No
Privacy Screens #	1.8m high larchlap fencing. To extend 1.8m from rear wall	Open	Open	Fencing Contractor	No
Personnel Gates #	1.8m high FLB square top timber gate (where design permits). To be fitted with galvanised steel hinges and latch	Open	Open	Fencing Contractor	No

5. EXTERNAL WALL **TRADITIONAL CONSTRUCTION**

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Facing Brick # -v-	103 x 215 x 65mm clay facing brick	Regional	Jewson Taylor Maxwell	Keepmoat	Yes
Inner Leaf -v-	100 x 440 x 215mm min 3.6N lightweight concrete blockwork with a (max) λ of 0.31W/m-K. 7N to 2½ & 3 storey dwellings	Regional	Jewson	Keepmoat	Yes
Walling Stone #	100 x 140 x 215mm walling stone	Forticrete / Edenhall	Jewson	Keepmoat	Yes
Render # -v-	One coat, ready mixed, cementitious, weather resistant, external decorative through coloured Monocouche render. Colour as site finishes, approx. 20mm thick.	Parex	Parex	Render Contractor	No
Insulation -v-	Superglass Superwall 36 100mm cavity batts with a thermal conductivity of 0.036W/mK. Superwall 3 (0.034W/mk) required to some types - refer to technical	Superglass	CCF	Keepmoat	Yes
Wall ties -v-	Type B tie. To suit 100mm cavity. Fitted at 2.5 ties per m ²	Regional	Jewson	Keepmoat	Yes
DPC	PVC DPC.	Regional	Jewson	Keepmoat	Yes
Cavity trays	Site form with DPC over lintels etc, preformed proprietary stepped cavity trays and corners where required.	Regional	Jewson	Keepmoat	Yes
Bed joint reinforcement #	As shown on engineers details / working drawing	Regional	Jewson	Keepmoat	Yes
Expansion Joints *	As shown on engineers details / working drawing	Regional	Jewson	Keepmoat	Yes
Air Bricks	Plastic to match surrounding facework. When used for extract fan termination, single brick (75mm high) used for 100mm dia fans, double brick (150mm) for 150mm dia fans	Regional	Jewson	Keepmoat	Yes
Lintels -v-	Standard Insulated one part steel lintels, either standard or heavy duty as shown on lintel schedule	IG	Jewson	Keepmoat	Yes
Cavity Closers -v-	3 Sided cavity closer to achieve min 0.45m ² k/W thermal conductivity	Open	Open	Window Supplier	No
Weep hole inserts	Proprietary product 'peep' style perpend vent 10mm x 65mm high, to match surrounding facework. Minimum of 2 vents above door and window openings.	Regional	Jewson	Keepmoat	Yes
Plaster finish -v-	12.5mm tapered edge / square edge Gyproc Wallboard on drywall adhesive. 12.5mm Gyproc Moisture Resistant to bathroom and ensuite walls. 2.5mm skim finish (For sites operating out of the Hebburn & Glasgow offices, a taped filled and sealed finish to be used in lieu of skim)	British Gypsum	CCF Galaxy	Plastering Contractor	Yes

5A. EXTERNAL WALL TIMBERFRAME CONSTRUCTION

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Facing Brick # -v-	103 x 215 x 65mm clay facing brick	Regional	Jewson Taylor Maxwell	Keepmoat	Yes
Timber Frame -v-	140x38mm C16 Treated Timber Frame with 9mm OSB sheathing to cavity side with a Low E Breather membrane	Regional	Kit Supplier	Keepmoat	No
Insulation -v-	90mm Knauf FrameTherm 35 (0.035W/mk)	Superglass	CCF	Keepmoat	Yes
VCL	Vapour control roll with water vapour resistance of 95MNs/g.	Regional	Jewson	Keepmoat	Yes
Wall ties -v-	SS 'Type 6' at 600mm horizontally and every 375/450mm vertically to give 4.4 no. ties per m2	Regional	Jewson	Keepmoat	Yes
DPC	PVC DPC.	Regional	Jewson	Keepmoat	Yes
Cavity trays	Site form with DPC over lintels etc, preformed proprietary stepped cavity trays and corners where required.	Regional	Jewson	Keepmoat	Yes
Bed joint reinforcement *	As shown on engineers details / working drawing	Regional	Jewson	Keepmoat	Yes
Expansion Joints *	As shown on engineers details / working drawing	Regional	Jewson	Keepmoat	Yes
Air Bricks	Plastic to match surrounding facework. When used for extract fan termination, single brick (75mm high) used for 100mm dia fans, double brick (150m) for 150mm dia fans	Regional	Jewson	Keepmoat	Yes
Lintels -v-	Timber Lintels as per Kit Design	Regional	Kit Supplier	Keepmoat	Yes
Cavity Closers -v-	Timber pinch battens wrapped in DPC to close eaves, verge and window cills. Heads, jambs and other penetrations though cavity (i.e., flues & airbricks) to be closed with proprietary mineral wool socks	Open	Open	Window Supplier	No
Weep hole inserts	Proprietary product 'peep' style perpend vent 10mm x 65mm high, to match surrounding facework. Minimum of 2 vents above door and window openings.	Regional	Jewson	Keepmoat	Yes
Plaster finish -v-	12.5mm tapered edge / square edge Gyproc Wallboard. 12.5mm Gyproc Moisture Resistant to bathroom and ensuite walls. 2.5mm skim finish (For sites operating out of the Hebburn office a taped filled and sealed finish to be used in lieu of skim)	British Gypsum	CCF Galaxy	Plastering Contractor	Yes

6. WINDOWS

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Frame # -v-	62mm profile & 52mm face or similar approved. Easily accessible windows (including easily accessible roof lights) are to satisfy the requirements of PAS24:2012. White finish internal, external as per finishes schedule. Trickle ventilators to be fitted to opening light where possible, otherwise fix to frame. Trickle ventilation to achieve rates as described on drawings.	Open	Regional	Window Supplier	No
Glazing # -v-	28mm double glazed units with 12mm air gap and K glass to one pane. G value of 0.74 or better. U-Value of 1.4W/m ² K. Obscure glazing to be stippolyte pattern. Safety glazing & guarding to be provided in accordance with Building Regulations.	Open	Regional	Window Supplier	No
Window Handle	No locking handle to be provided to escape windows	Open	Regional	Window Supplier	No
Window Hinges	Side hung casement windows. Easy clean hinges to upper floor windows and fire escape hinges where indicated on drawings	Open	Regional	Window Supplier	No
Window restrictor	Upper floor windows fitted with an opening restrictor. Restrictor to escape windows as agreed with Building Control	Open	Regional	Window Supplier	No
Window Cill Board	22mm thick MDF moisture resistant, bull nosed on front edge and returns, width to suit. To overhang 50mm each side. Primed. Kitchen window Cills to be tiled with plain white tile with one course (min 150mm) tiled reveal	Regional	Jewson	Keepmoat	Jewson Only

7. PARTY WALL **TRADITIONAL**

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Blockwork -v-	100 x 440 x 215mm blockwork (density 1350-1600 kg/m ³) to either side of cavity.	Regional	Regional	Keepmoat	No
Insulation -v-	Full fill with 100mm of Superglass Party Wall Roll. Wall construction to achieve U Value of 0.00W/m ² K	Superglass	CCF	Keepmoat	Yes
Wall ties -v-	Type A ties to suit 100mm cavity. Fitted at 2.5 ties per m ²	Regional	Jewson	Keepmoat	Yes
Cavity barrier	Proprietary sleeved, flexible, cavity barrier (to be installed over full width of party wall at all vertical edges and at top of wall)	Open	Open	Keepmoat	No
Plaster finish -v-	12.5mm tapered edge / square edge Gyproc SoundBloc on drywall adhesive. 12.5mm Gyproc Moisture Resistant to bathroom and ensuite walls party wall with 2.5mm skim finish (For sites operating out of the Hebburn office, a taped filled and sealed finish to be used in lieu of skim)	British Gypsum	CCF Galaxy	Plastering Contractor	Yes

7A. PARTY WALL TIMBER FRAME

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Timber Frame -V-	2 leaves of 89x38mm C16 Treated Timber Frame with 9mm OSB sheathing to cavity side.	Kit Supplier	Kit Supplier	Keepmoat	No
Insulation – To Frame -V-	Minimum 60mm mineral wool (density 10-60kg/m ³) batts or quilt between studs	Knauf	CCF	Keepmoat	Yes
Insulation – To Cavity -V-	50mm fully filled cavity consisting of mineral wool batts or quilt (density 18-40kg/m ³). 60mm compressed to 50mm.	Knauf	CCF	Keepmoat	Yes
Wall ties -V-	Ties between frames not more than 40x3mm at 1200mm ctrs horizontally, one row of ties per storey height vertically.	Kit Supplier	Kit Supplier	Keepmoat	No
Plaster finish -V-	12.5mm tapered edge / square edge Gyproc Wallboard (Gyproc Moisture Resistant to bathroom and ensuite walls) over 19mm Plank to give min density of 22kg/m ² . 2.5mm skim finish (For sites operating out of the Hebburn office a taped filled and sealed finish to be used in lieu of skim)	British Gypsum	CCF Galaxy	Keepmoat	Yes

8. GROUND FLOOR

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Ground Floor #	Type of floor will vary dependent upon ground conditions, refer to site details. Details below based on a typical Ground Bearing Slab	Open	Open	Groundwork Contractor	No
DPM #	Type will vary based on floor design, refer to site details	Open	Open	Groundwork Contractor	No
Perimeter insulation	30mm strip to external perimeter with a thermal conductivity of 0.023W/mK.	Open	Open	Groundwork Contractor	No
Floor insulation	100mm rigid insulation with a thermal conductivity of 0.023W/mK	Open	Open	Groundwork Contractor	No
Garage Floors *	100mm concrete slab laid with 300 x 300mm toe to be formed at threshold. Floor slab laid to fall 25mm from rear to front of garage with a further 25mm across threshold and 25mm upstand to toe	Open	Open	Groundwork Contractor	No

9. UPPER FLOOR

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Floor joists -v-	<p>Built in 300mm deep engineered 'I' joists at 600mm centres where possible.</p> <p>Mortar joints to joists ends to be recessed or struck and carefully pointed with flexible sealant. Where built into separating walls fit filler pieces on both sides of the web. The mortar joints around each joist perimeter to be recessed or struck and the joint between the masonry and the timber carefully pointed with silicone sealant.</p>	STEICO	Harlow Bros JT Atkinson Wyder	Keepmoat	Yes
Timber floor deck -v-	22mm T&G peel clean flooring. Fixed in accordance with manufactures instructions.	Caberdeck	Hanson Plywood	Keepmoat	No
Joist hangers -v-	Galvanised steel hangers for fixing of trimmed joists, as per floor design.	Regional	Harlow Bros JT Atkinson Wyder	Keepmoat	Yes
Lateral Restraint straps -v-	30 x 5mm galvanised mild steel straps, turned down 100mm against inner leaf and to span over 3 joists with noggins (where applicable). Fixed at 2m centres	Regional	Harlow Bros JT Atkinson Wyder	Keepmoat	Yes
Insulation * -v-	300mm mineral wool insulation (thermal conductivity of 0.042W/mK). Fit between joists to <u>semi exposed floors only</u>	Regional	CCF	Keepmoat	Yes
Plaster Ceiling -v-	<p>15mm tapered edge / square edge Knauf Wallboard. 2.5mm skim finish (For sites operating out of the Hebburn & Glasgow offices, a taped filled and sealed finish to be used in lieu of skim).</p> <p>Semi exposed floors to binstores / recessed porches / drive through etc., underdraw 15mm wall board with 6mm Masterboard and paint as per site finishes</p>	British Gypsum	CCF Encon	Plastering Contractor	Yes

10. ROOF

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Wallplate -v-	100 x 50mm sw wallplate with 30 x 5mm galvanised steel straps fixed at 2m centres in areas subject to wind uplift.	Regional	Crendon Donaldson	Keepmoat	No
Gable / Ceiling straps -v-	30 x 5mm galvanised steel straps fixed at 2m centres fixed at max 2m centres as roof design. To span over 3nr trusses. Supplied with roof	Regional	Crendon Donaldson	Keepmoat	No
Truss clips -v-	As roof design. Supplied with roof	Regional	Crendon Donaldson	Keepmoat	No
Bracing -v-	100 x 25mm sw diagonal, chevron and longitudinal bracing.	Regional	Crendon Donaldson	Keepmoat	No
Insulation (horizontal)	450mm mineral wool insulation (thermal conductivity of 0.042W/mK). 100mm of insulation to be laid between bottom chord of trusses and 350mm insulation to be cross layered to prevent cold bridging through chords.	Knauf	CCF	Loft Insulation Contractor	Yes
Insulation (sloping) *	100mm foil faced PIR/PUR between rafters (thermal conductivity of 0.020W/mK). 62.5mm PIR laminate insulated plasterboard underneath. Additional layer of 15mm Wallboard to underside.	Regional specific	CCF	Keepmoat	Yes
Loft hatch	GL250 drop down loft hatch with EPS insulation. 686 x 856mm o/a	Manthorpe	Ian Firth	Keepmoat	Yes
Roof finish #	Concrete roof tiles as per external finishes schedule	Russell Roof Tiles	Sandtoft/ Redland	Roofing Contractor	Yes
Vent tiles	To terminate extract fans / soil pipes (where pipe is vented to atmosphere) To match surrounding tiles.	Russell Roof Tiles	Sandtoft/ Redland	Roofing Contractor	Yes
Ridge / Hip tiles #	Dry ridge system, as site finishes schedule. To provide 5mm continuous ventilation	Russell Roof Tiles	Sandtoft/ Redland	Roofing Contractor	Yes
Valleys *	GRP dry fix, mortar free valley with integral weather bars	Open	Open	Roofing Contractor	No
Battens	50x25mm sw battens to BS 5534:2003 + A1 2010. Sized in accordance with NHBC standards	Open	Open	Roofing Contractor	No
Membrane	TIL-R Breather Membrane. To lap over underlay support tray by 100mm	TIL-R	SIG Roofing Supplies	Roofing Contractor	No
Rafter vent roll	Semi Rigid ventilation roll to provide either 10 or 25mm (as shown on working drawings) clear air flow into roof space. Width will vary as the roll to be sized to extend above and below line of insulation	Open	Open	Roofing Contractor	No
Underlay support tray	UV resistant, black UPVc tray fitted along eaves. Negates need for type 5U felt / membrane	Open	Open	Roofing Contractor	No
Verge Units	Dry verge system fixed to battens in accordance with manufactures instructions. To include ridge end cap and eaves closure piece.	Open	Open	Roofing Contractor	No
Fire stopping	25mm mineral wool between battens	Open	Open	Roofing Contractor	No
Soffit #	10mm thick UPVc double vented soffit board. Width varies dependent upon roof pitch. Colour as site specification.	Freefoam	Jewson / SIG Roofing Supplies	Keepmoat	Yes
Fascia #	200 x 18mm UPVc including box ends, cover strips and jointing strips. Colour as site specification.	Freefoam	Jewson / SIG Roofing Supplies	Keepmoat	Yes
Leadwork *	Code 4 Lead. Flashing to have min 150mm upstand.	Open	Open	Roofing Contractor	No
Dormers / Bay roofs *-v-	Pre-Insulated GRP, style as site specification.	Antiquity GRP	IG Elements	Keepmoat	No
Canopies *-v-	GRP, style as site specification.	Antiquity GRP	IG Elements	Keepmoat	No
Roof windows *	Centre Pivot with a U Value of 1.4W/m ² K. G Value of 0.63 or better. Size varies.	Keylight	Jewson	Keepmoat	Yes
Plaster Ceiling	15mm tapered edge / square edge Gyproc Wallboard. 2.5mm skim finish (For sites operating out of the Hebburn & Glasgow offices, a taped filled and sealed finish to be used in lieu of skim)	British Gypsum	CCF Encon	Plastering Contractor	Yes

11. INTERNAL PARTITIONS

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Studs -v-	63mm CLS timber at 600mm centres where possible. For walls to receive ceramic tiling, vertical ladder to be formed with additional noggins at 600mm c/c	Regional	Jewson/ MH Southern	Keepmoat	Jewson Only
DPC	100mm wide DPC below all ground floor partitions	Regional	Jewson	Keepmoat	Yes
Plaster -v-	12.5mm tapered edge / square edge Gyproc Wallboard. 12.5mm Moisture Panel to bathroom and ensuite walls. 2.5mm skim finish (For sites operating out of the Hebburn office, a taped filled and sealed finish to be used in lieu of skim).	British Gypsum	CCF	Plastering Contractor	Yes
Acoustic Insulation* -v-	25mm Isowool Acoustic Partition Roll between studs to achieve 40dB reduction	Isowool	CCF	Plastering Contractor	Yes
Racking Partition* -v-	As above but studs to be clad both sides with 12.5mm WBP plywood for first 1.2m of run. Fixings into wall / floor as shown on standard detail	Regional	Jewson/ MH Southern / Hanson Ply	Keepmoat	Jewson Only
Blockwork* -v-	140 x 440 x 215mm blockwork	Regional	Regional	Keepmoat	No
Insulated plaster board -v-	62.5mm Gyproc ThermalLine PIR insulated plasterboard. 2.5mm skim finish (For sites operating out of the Hebburn & Glasgow offices, a taped filled and sealed finish to be used in lieu of skim)	British Gypsum	CCF	Plastering Contractor	Yes

12. ENTRANCE DOOR

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Door # -v-	GRP Insulated to give U-Value of 1.1W/m2K and to satisfy the requirements of PAS24:2012. Exterior colour & style as specified on site finishes plan – see DEV_SPEC_502 for selection. White inner face and edge to door	Britdoor	Britdoor	Contractor / Keepmoat	No
Door Frame # -v-	White internal, as site finishes external	Britdoor	Britdoor	Contractor / Keepmoat	No
Threshold	Stormguard AM3 aluminium threshold with Ramp.	Stormguard	Britdoor	Contractor / Keepmoat	No
Door handle	See DEV_SPEC_502 document for specification. Supply chain as stated.	Open	Britdoor	Contractor / Keepmoat	No
Lock	Multipoint Lock with thumb turn - Silver	Open	Britdoor	Contractor / Keepmoat	No
Letter plate	260x40mm Polished Stainless Steel Letter Plate	Open	Britdoor	Contractor / Keepmoat	No
Cowl	Polished Stainless Steel cowl to letter Plate	Britdoor	Britdoor	Contractor / Keepmoat	No
Hinges	100mm White Adjustable Hinges	Britdoor	Britdoor	Contractor / Keepmoat	No
Door numeral	See Gold, Silver, Bronze document for specification.	Britdoor	Britdoor	Contractor / Keepmoat	No
Security chain	Polished Chrome Narrow Heavy Duty Door Chain	Britdoor	Britdoor	Contractor / Keepmoat	No
Spy hole	Chrome Plated 180° Security Door Viewer	Britdoor	Britdoor	Contractor / Keepmoat	No
Knocker & Bell	See Gold, Silver, Bronze document for specification. Supply chain as stated.	Britdoor	Britdoor	Contractor / Keepmoat	No
External light # -v-	See Gold, Silver, Bronze document for specification. Supply chain as stated.	ASD	Smith Bros	Electrician	No

13. FRENCH DOORS

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
French Door # -v-	White UPVc plain casement. Easily accessible doorsets to satisfy the requirements of PAS24:2012. Width as per working drawing	Open	Regional	Window Supplier	No
Threshold	Standard white UPVc cill. Level access where required.	Open	Regional	Window Supplier	No
Door handle	White internal handle, handles to both doors. Euro cylinder lock.	Open	Regional	Window Supplier	No
Locking -v-	Multipoint locking	Open	Regional	Window Supplier	No
Hinges	3Nr Flag hinges, colour to match surrounding door frame	Open	Regional	Window Supplier	No

14. REAR DOORS *

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
French Door # -v-	White UPVc plain casement. Easily accessible doorsets to satisfy the requirements of PAS24:2012. Width as per working drawing	Open	Regional	Keepmoat Contractor	CF
Rear Door # -v-	GRP insulated 2XG to give U-Value of 1.1W/m ² K and to satisfy the requirements of PAS24:2012. Clear glazing. Fully finished white internal and external.	Open	Regional	Keepmoat Contractor	No
Threshold	White UPVc cill. Level access threshold where required	Stormguard	Regional	Keepmoat Contractor	No
Door handle	Chrome Euro Lock Level Handle	Open	Regional	Keepmoat Contractor	No
Lock	Winkhaus Thunderbolt Multipoint Lock - Silver	Winkhaus	Regional	Keepmoat Contractor	No
Hinges	100mm White Adjustable Hinges	Open	Regional	Keepmoat Contractor	No

15. GARAGE DOORS *

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Garage door # -v-	See Gold , Silver , Bronze document for specification. Supply chain as stated.	Novoferm	Jewson	Keepmoat	No
Door	GRP insulated 2XG style with obscure glazing (Cotswold style - traditional elevations & stippolyte - contemporary elevations). Finished in white internal and external.	Open	Regional	Keepmoat	No
Threshold	Outward opening, UPVc cill	Stormguard	Regional	Keepmoat	No
Door handle	Chrome Euro Lock Level Handle	Open	Regional	Keepmoat	No
Lock	Winkhaus Thunderbolt Multipoint Lock - Silver	Winkhaus	Regional	Keepmoat	No
Hinges	100mm White Adjustable Hinges	Open	Regional	Keepmoat	No
Door # -v-	As section 16 and fitted with self-closing device. Threshold lifted by 150mm as step	National Hickman	National Hickman	Keepmoat	No

16. INTERNAL DOORS

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Internal doors	See <u>Gold, Silver, Bronze</u> document for specification,	Jeld-Wen / Prem Door	National Hickman	Keepmoat	No
Door lining	Pre finished white 28mm thick MDF with 13mm stop. Fire doors to be routed and fitted with 10 x 4mm intumescent strip to head and jambs. Part of door kit.	Jeld-Wen	National Hickman	Keepmoat	No
Handle / Thumb Turn	<u>Swift on Rose (chrome plated)</u>	<u>Lloyd Worral</u>	<u>Lloyd Worral</u>	Keepmoat	Yes
Latch	Polished Chrome. Part of door kit	National Hickman	National Hickman	Keepmoat	No
Keep	Polished chrome with black insert cap	National Hickman	National Hickman	Keepmoat	No
Hinges	3Nr 50mm hinges. Part of door kit. White	National Hickman	National Hickman	Keepmoat	No
Self-closing device*	Jamb fitted Perco type self-closing device	<u>Lloyd Worral</u>	<u>Lloyd Worral</u>	Keepmoat	Yes
Door stop	75mm Polished chrome wall mounted projecting door stop when door opens against flanking wall	<u>Lloyd Worral</u>	<u>Lloyd Worral</u>	Keepmoat	Yes

17. DECORATION

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Walls -v-	1 mist coat and 2 full coats of Dulux Supermatt Almond White	Dulux	Dulux Decorator Centre	Decorating Contractor	Yes
Ceilings -v-	2 full coats Dulux Supermatt Almond White	Dulux	Dulux Decorator Centre	Decorating Contractor	Yes
Unprimed Timber	Knot Sealant & 1 coat of Armstead Quick Dry Wood Primer Undercoat followed by 2 coats of Armstead Quick Dry Trade Gloss (colour: White)	Dulux	Dulux Decorator Centre	Decorating Contractor	Yes
Primed Timber	2 coats of Armstead Quick Dry Trade Gloss	Dulux	Dulux Decorator Centre	Decorating Contractor	Yes
External doors #	Prefinished by supplier	Dulux	Dulux Decorator Centre	Decorating Contractor	Yes
Garage doors / Personnel doors *	Prefinished by supplier	Dulux	Dulux Decorator Centre	Decorating Contractor	Yes
Meter boxes	2 coats of Armstead Trade Gloss paint – Colour as finishes schedule	Dulux	Dulux Decorator Centre	Decorating Contractor	Yes
Exposed waste pipework	1 coat Armstead Dulux Trade Super Grip Primer 1 coat Armstead Quick Dry Gloss	Dulux	Dulux Decorator Centre	Decorating Contractor	Yes

18. FLOOR COVERINGS

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Kitchen / Utility / Hall	Not standard – refer to customer extras	N/A	N/A	N/A	N/A
Lounge / Bedroom	Not standard – refer to customer extras	N/A	N/A	N/A	N/A
WC	Not standard – refer to customer extras	N/A	N/A	N/A	N/A
Bathrooms / Ensuite	See <u>Gold, Silver, Bronze</u> document for specification.				

19. MOULDINGS

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Skirting	14.5 x 95mm MDF once rounded. Primed	Regional	Jewson MH Southern Hickman	Keepmoat	Jewson Only
Architraves	18 x 44mm pencil round. Primed	Regional	Jewson MH Southern Hickman	Keepmoat	Jewson Only

20. STAIRCASE

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Newels * -v-	Ex 100 x 100mm with flat top cap. Primed	GD	GD	Keepmoat	No
Balusters * -v-	41mm pine 'turned' style. Primed	GD	GD	Keepmoat	No
Balustrade Handrail * -v-	Ex 75 x 50mm moulded handrail. Primed	GD	GD	Keepmoat	No
Treads -v-	22mm standard grade MDF.	GD	GD	Keepmoat	No
Strings -v-	27 x 220mm Whitewood. Primed	GD	GD	Keepmoat	No
Risers -v-	9mm standard grade MDF	GD	GD	Keepmoat	No
Wall handrail on brackets * -v-	Ex 50 x 50mm Redwood, 'Mop Stick' Profile. Primed	Region Specific	Jewson MH Southern Hickman	Keepmoat	Jewson Only
Brackets * -v-	Polished Chrome	Ian Firth	Ian Firth	Keepmoat	No
Wall handrail Pigs Ear * -v-	Ex 100 x 50mm Redwood, 'Pigs / Sow Ear' Profile.	Region Specific	Jewson MH Southern Hickman	Keepmoat	Jewson Only

21. ELECTRICAL

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Consumer Unit	Non-combustible 12 Way Dual RCD Consumer Unit	Schneider	Smith Bros Rexel Edmundson	Electrical Contractor	Yes
Isolator *	MSF100 D Pole Isolator. Used to extend meter tails.	Lewden	Smith Bros Rexel Edmundson	Electrical Contractor	No
Lighting	Deta Safety Pendant / Batten Holder (excluding bathroom/en-suite). Bathroom/en-suite light - Centro Circo Opal	Deta / ASD	Smith Bros Rexel Edmundson	Electrical Contractor	Yes
Lamps	11W BC CFL Lamp (pendants / batten holder) 38W 2D lamp - Bathroom / Ensuite (comes with fitting)	GE	Smith Bros Rexel Edmundson	Electrical Contractor	No
Sockets & Switches		Schneider	Smith Bros Rexel Edmundson	Electrical Contractor	Yes
TV points	See <u>Gold, Silver, Bronze</u> document for specification, Supply chain as stated.	Schneider	Smith Bros Rexel Edmundson	Electrical Contractor	Yes
Telephone points		Schneider	Smith Bros Rexel Edmundson	Electrical Contractor	Yes
Alarm		N/A	N/A	N/A	N/A
Back boxes	Metal or plastic (dependent upon location) Size varies, positions as drawings	Appleby	Smith Bros Rexel Edmundson	Electrical Contractor	No
Smoke Detectors	Kidde KF2 Smoke detector. Positions as drawings	Kidde	Smith Bros Rexel Edmundson	Electrical Contractor	No
Heat Detectors *	Kidde KF3 Heat detector. Positions as drawings	Kidde	Smith Bros Rexel Edmundson	Electrical Contractor	No
Extract fan -v-	Bath / WC * / Ensuite * Lo Carbon Silhouette 100T / 125T (when ceiling mounted)	Vent Axia	Smith Bros Rexel Edmundson	Electrical Contractor	No
	Kitchen IAEINT 66 AS GR ducted to outside air	Indesit	JPD Contracts	Keepmoat	No
	Utility * Lo Carbon Silhouette 150B	Vent Axia	Smith Bros Rexel Edmundson	Electrical Contractor	No
Extract fan ducting	From cooker hood: Rigid duct from hood up into floorspace with rigid bend to convert from vertical to horizontal. Uninsulated flexible ducting from rigid bend to wall terminal to include swept 90° bends where required. * Use all flexi ducting where an obstruction is present over spigot (i.e., joist)	Open	Open	Electrical Contractor	No
	Through Floorspace: Short length rigid ducting to back of fan spigot then a rigid 90° bend, then uninsulated flexible ducting from rigid bend to wall terminal	Open	Open	Electrical Contractor	No
	Through Roofspace: Short length of rigid ducting from fan spigot then a rigid 45° bend. Condensate drain fitted to rigid ducting with outfall taken to eaves / adjacent SVP. Insulated flexible ducting from rigid bend to terminal on roof vent tile	Open	Open	Plumbing Contractor	No
	Through Wall: Fan to connect direct on to wall sleeve / airbrick adaptor	Region Specific	Jewson	Keepmoat	Yes
Fan isolators	White plastic 3 Pole Fan Isolator	Schneider	Smith Bros Rexel Edmundson	Electrical Contractor	No

22. PLUMBING

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Gutters / Downpipes -v-	112mm Plastic Half round gutters & 68mm RWP inc brackets and connectors. Colour as site finishes drawings	Polypipe	Graham PTS	Plumbing Contractor	Yes
SVP -v-	Black plastic 100mm dia	Polypipe	Graham PTS	Plumbing Contractor	Yes
Soil pipe insulation	25mm mineral wool	Region Specific	CCF	Keepmoat	Yes
Soil pipe encasement	2 x 12.5mm Gyproc Wallboard. 2.5mm skim finish (For sites operating out of the Hebburn & Glasgow offices, a taped filled and sealed finish to be used in lieu of skim)	British Gypsum	CCF Encon	Plastering Contractor	Yes
Soil pipe fire stopping	25mm Mineral wool to penetration through floor deck and ceiling	Region Specific	CCF	Keepmoat	Yes
Waste Pipework	40 / 32mm plastic solvent weld internal waste pipework and fittings. White plastic.	Polypipe	Graham PTS	Plumbing Contractor	Yes
Traps -v-	Polypipe Pedestal / Shower / Sink and Appliance Trap	Polypipe	Graham PTS	Plumbing Contractor	Yes
Waste Boxings	Keep exposed wastes to a minimum (use trimmed floor waste zones) Any remaining exposed wastes to be boxed with 9mm plywood fixed to 38x38mm softwood frame	Region Specific	Arnold Laver Jewson MH Southern Hanson Plywood	Keepmoat	Jewson Only
Stop Tap	Peglar brass stop tap, valve and fittings	Peglar	Graham PTS	Plumbing Contractor	Yes
Condensate pipe	19mm dia. internal white plastic pipe discharging into adjacent waterless trap. Falls to be min. 45mm/meter. Manufacturer's recommendations should supersede those listed above.	Polypipe	Graham PTS	Plumbing Contractor	Yes
Pipework cover Plate	To rear of radiators, to seal penetration through plaster. Face fix radiator pipe guide	Manthorpe	Graham PTS	Plumbing Contractor	Yes
Extract fan ducting	See section 21 above for requirements				

23. SANITARYWARE

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
WC		Twyford	Graham PTS Wolseley	Plumbing Contractor	Yes
Basin Bathroom / Ensuite		Twyford	Graham PTS Wolseley	Plumbing Contractor	Yes
Basin WC / Cloaks		Twyford	Graham PTS Wolseley	Plumbing Contractor	Yes
Short Projection Basin*	See <u>Gold, Silver, Bronze</u> document for specification. Supply chain as stated.	Twyford	Graham PTS Wolseley	Plumbing Contractor	Yes
Corner Basin WC / Cloaks *		Twyford	Graham PTS Wolseley	Plumbing Contractor	Yes
Basin Taps & Restrictor		Twyford	Graham PTS Wolseley	Plumbing Contractor	Yes
Bath		Twyford	Graham PTS Wolseley	Plumbing Contractor	Yes
Bath Waste	McAlpine twist handle / overflow. Chrome	McAlpine	PTS	Plumbing Contractor	Yes
Bath Panel	Twyford developer bath panel	Twyford	Graham PTS Wolseley	Plumbing Contractor	Yes
Bath Taps	See <u>Gold, Silver, Bronze</u> document for specification. Supply chain as stated.	Bristan	Graham PTS Wolseley	Plumbing Contractor	Yes
Bath TMV	Sirrus TMV2/3 Blending Valve	Sirrus	PTS	Plumbing Contractor	Yes
Shower	See <u>Gold, Silver, Bronze</u> document for specification. Supply chain as stated.	Bristan	Graham PTS Wolseley	Plumbing Contractor	Yes
Shower Screen	See <u>Gold, Silver, Bronze</u> document for specification. Supply chain as stated.	Twyford	Graham PTS Wolseley	Plumbing Contractor	No
Shower Tray & enclosure *		Twyford	Graham PTS Wolseley	Plumbing Contractor	Yes

24. MASTIC

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Windows	Low modulus natural cure silicone. Colour to match window. 10mm triangular	Open	Open	Mastic Contractor	No
Doors	Low modulus natural cure silicone. Colour to match doors	Open	Open	Mastic Contractor	No
Internal Sealant	Low modulus natural cure silicone. White	Open	Open	Mastic Contractor	No
Vertical Movement Allowance	Low modulus natural cure silicone. Colour to match surrounding finishes	Open	Open	Mastic Contractor	No

25. WALL TILING

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Kitchen	Any window cill over worktop areas to be tiled with plain white tile, min 150mm high upstand to reveal (Formas Blanco)	Porcelanosa	Porcelanosa	Wall Tiling Contractor	Yes
WC / Cloakroom	See <u>Gold, Silver, Bronze</u> document for specification. Supply chain as stated.	Porcelanosa	Porcelanosa	Wall Tiling Contractor	Yes
Bathroom / Ensuite *		Porcelanosa	Porcelanosa	Wall Tiling Contractor	Yes
Grout	COLORSTUK. Colour to be in accordance with Porcelanosa Tile Selection Document	Porcelanosa	Porcelanosa	Wall Tiling Contractor	Yes
Trim	Butech Pro-Mate 3 square section PVC trim in the corresponding colour of tile trim to match tile (White, Marfil, Grey or Black).	Porcelanosa	Porcelanosa	Wall Tiling Contractor	Yes

26. HEATING

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Boiler	Logic Combi ESP1 30 (1 bathroom) / 35KW (2 bathroom) inc frost stat and flue kits. Flue colour to match surrounding finishes	Ideal	Graham PTS Wolseley	Plumbing Contractor	Yes
Weather Compensator	Logic weather compensator kit. Not to be fitted on South Facing elevations	Ideal	Graham PTS Wolseley	Plumbing Contractor	Yes
Pipe thermostat *	AFT clamp on pipe thermostat where indicated	Danfoss	Graham PTS Wolseley	Plumbing Contractor	Yes
Expansion Vessel	DHW expansion vessel kit	Ideal	Graham PTS Wolseley	Plumbing Contractor	Yes
Programmer / Thermostat & Zone Kit	Danfoss 2 zone kit (087N6520H4)	Danfoss	Graham PTS Wolseley	Plumbing Contractor	Yes
Corrosion Inhibitor	Sentinel X100	Sentinel	Graham PTS Wolseley	Plumbing Contractor	Yes
System Cleaner	Sentinel X300	Sentinel	Graham PTS Wolseley	Plumbing Contractor	Yes
Radiators	Stelrad Elite radiators (refer to heating design for location, size and type) with Manthorpe plastic cover plates for pipe feeds	Ideal Stelrad Manthorpe	Graham PTS Wolseley	Plumbing Contractor	Yes
Heated towel rail	See <u>Gold, Silver, Bronze</u> document for specification. Supply chain as stated.	Stelrad	Graham PTS Wolseley	Plumbing Contractor	Yes
Radiator Valves	Pegal Mercia Lockshield Valve, elbows and drain off	Pegler	Graham PTS Wolseley	Plumbing Contractor	Yes
TRV's	C/p Mistral inc angle	Pegler	Graham PTS Wolseley	Plumbing Contractor	Yes
Pipework	Polyfit plastic (white) pipework and fittings located as per heating design. Size and location in accordance with heating design. Plumb plumb fittings (grey) used where fitting is encased in plaster dabs (i.e. masonry walls)	Polypipe	Graham PTS Wolseley	Plumbing Contractor	Yes
Manifold	4 connector pipework manifold	Polypipe	Graham PTS Wolseley	Plumbing Contractor	Yes

27. KITCHEN

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate	
Frontals/ Handles/ Worktop Choice	See Gold , Silver , Bronze document for specification. Supply chain as stated.	Symphony	Symphony Halvanto	Supply & Fit	Yes	
Worktop		Symphony	Symphony	Supply & Fit	Yes	
Carcase		Symphony	Symphony	Supply & Fit	Yes	
Hinge		Symphony	Symphony	Supply & Fit	Yes	
Wall tiling		N/A	N/A	N/A	N/A	
Upstand		Symphony	Symphony	Supply & Fit	Yes	
Splashback		Symphony	Symphony	Supply & Fit	Yes	
Wall Units		Symphony	Symphony	Supply & Fit	Yes	
Cornice & Pelmet		N/A	N/A	N/A	N/A	
Window Sill	To be tiled with plain white tile (Formas Blanco)	Porcelanosa	Porcelanosa	Wall Tiling Contractor	Yes	
Sink	See Gold , Silver , Bronze document for specification. Supply chain as stated.	Leisure	Graham PTS	Plumbing Contractor	Yes	
Tap		Bristan	Graham PTS	Plumbing Contractor	Yes	
Oven		Indesit	Appliance Supplier	Keepmoat	Yes	
Hob		Indesit	Appliance Supplier	Keepmoat	Yes	
Extract Housing		Symphony	Symphony	Supply & Fit	Yes	
Extract Hood		Indesit	Appliance Supplier	Keepmoat	Yes	
Boiler Housing *		724mm high, 600 wide, 300 deep (o/a)	Symphony Halvanto	Supply & Fit	Supply & Fit	Yes
Dishwasher*			Indesit	Appliance Supplier	Keepmoat	No
Fridge		See Gold , Silver , Bronze document for specification. Supply chain as stated.	Indesit	Appliance Supplier	Keepmoat	No
Washer		Indesit	Appliance Supplier	Keepmoat	No	

APPENDIX 1 SCOTLAND VARIATIONS

1A. UNDERGROUND DRAINAGE & SERVICES

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Electric meter box #	Wall mounted meter box positioned as per housetype working drawings. Painted as section 17	Mitras	Jewson	Keepmoat	Yes

1B. EXTERNAL WALL

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Facing Brick #	103 x 215 x 65mm facing brick	Regional	Regional	Keepmoat	No
Render #	Roughcast with white chippings / white backing	Open	Open	Render Contractor	No
Walls below DPC	Aircrete blocks with a λ 0.29 W/ m·K within 440mm of FFL.	Regional	Jewson	Keepmoat	Yes
Timber Frame	140x38mm C16 Treated Timber Frame with 9mm OSB sheathing to cavity side with a standard breather membrane (maximum vapour resistance of 0.6 MNs/g).	Kit Supplier	Kit Supplier	Keepmoat	No
VCL	Low E VCL with the airspace resistance of 0.78m ² k/w (horizontal heat flow \geq 20mm airspace) with proprietary tapes all in accordance with the manufacturers recommendations.(i.e. Glidevale Protect VC Foil Ultra or similar).	Open	Kit Supplier	Keepmoat	No
Insulation	140mm Mineral Fibre Batt or similar with a thermal conductivity of 0.038W/m ² K or better to all types. (O/A Wall U-Value 0.22 W/m ² K).	Knauf	CCF	Keepmoat	Yes
Service Zone	25x38mm Treated Vertical Battens fixed back to face of timber frame structure. Finished as plaster finish section (below)	Keepmoat	Jewson	Keepmoat	Yes
Wall ties	SS 'Type 6' to suit 50mm cavity at 600mm horizontally and every 375mm vertically to give 4.4 no. ties per m ² . Additional ties at every 225mm vertically either side of openings (i.e. every block course within 150mm of jamb	Keepmoat	Jewson	Keepmoat	Yes
Cavity ventilators	Plastic to match surrounding facework. Cavities and compartments should be vented top and bottom to the outside air by installing clear plastic ventilators with at least 300mm ² free opening area at 1.2m maximum centres	Keepmoat	Jewson	Keepmoat	Yes
Cavity Barrier	Tenmat expanding closers located along entire intermediate floor edge.	Tenmat	Jewson	Keepmoat	Yes
Lintels / steel for masonry	Suitable steel lintels (either standard or heavy duty as shown on working drawings) over all opening in external walls (Inc sub-structure service penetrations) and steelwork supporting masonry	Keystone	Jewson	Keepmoat	Yes
Lintels / steel for Timber kit	Timber lintel and steelwork supporting timber kit	Kit Supplier	Kit Supplier	Keepmoat	No
Cavity Closers	Insulated cavity socks with integral DPC. To be capable of inhibiting fire spread in a cavity for min. 30 minutes	Kit Supplier	Kit Supplier	Keepmoat	No
Plaster Finish	12.5mm tapered edge Wallboard fitted to service zone. 12.5mm Gyproc Moisture Resistant to bathroom and ensuite walls. Taped filled and sealed finish	British Gypsum	CCF	Keepmoat	Yes
	2 layers of the boards above required to apartment external walls				

1C. WINDOWS

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Frame #	62mm profile & 52mm face or similar approved. White finish internal & external. Where required, trickle ventilators to be fitted to opening light where possible, otherwise fix to frame. Trickle ventilation to achieve rates as described on drawings. Frame to be set back by 15mm in check reveal. Windows at ground level and 'easily assessable' windows to comply with BS7950:1997	Open	Regional	Window Supplier	No
Glazing #	28mm double glazed units with 12mm air gap and K glass to one pane. G value of 0.45 or better. U-Value of 1.3W/m ² K. Obscure glazing to be stippolyte. Safety glazing, glazing that is part of a door leaf or within 300mm of a door and any guarding to be provided in accordance with Scottish Technical Standards	Open	Regional	Window Supplier	No

1D. PARTY WALL

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Timber Frame	2 leaves of 89x38mm C16 Treated Timber Frame with 9mm OSB sheathing to cavity side.	Kit Supplier	Kit Supplier	Keepmoat	No
Insulation – To Frame	Minimum 60mm mineral wool (density 10-60kg/m ³) batts or quilt between studs	Knauf	CCF	Keepmoat	Yes
Insulation – To Cavity	50mm fully filled cavity consisting of mineral wool batts or quilt (density 18-40kg/m ³). 60mm compressed to 50mm.	Knauf	CCF	Keepmoat	Yes
Wall ties	Ties between frames not more than 40x3mm at 1200mm ctrs horizontally, one row of ties per storey height vertically.	Kit Supplier	Kit Supplier	Keepmoat	No
Plaster finish	12.5mm Wallboard (Moisture Panel to bathroom and ensuite walls) over 19mm Plank to give min density of 22kg/m ² . Taped, filled and sealed finish	Knauf	CCF Encon	Keepmoat	Yes

1E. INTEGRAL GARAGE SEPERATING WALL *

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Timber Frame	140x38mm C16 Treated Timber Frame at max 600mm ctrs	Kit Supplier	Kit Supplier	Keepmoat	No
Plasterboard	12.5mm wallboard to both sides. Insulated plasterboard as below	Knauf	CCF Galaxy	Keepmoat	Yes
Insulation – To Frame	140mm Mineral Fibre Batt or similar with a thermal conductivity of 0.040W/m ² K or better	Knauf	CCF Galaxy	Keepmoat	Yes
Insulated Plasterboard	34.5mm insulated plasterboard to garage side (9.5mm plasterboard + 25mm insulation with a lambda value of 0.022 W/mK)	Knauf	CCF Galaxy	Keepmoat	Yes
Finish	Taped, filled and sealed finish to both sides of separating wall	Knauf	Open	Painting and Taping Contractor	Yes

1F. FLOORS

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Ground Floor	Ground bearing slab to achieve U-value of 0.15 with either Alreflex '1L1' or 50mm mineral wool @ λ 0.040W/m•K insulation to be installed within cavity at edge of floor to minimise thermal bridging.	Open	Open	Groundwork Contractor	No
Floor joists	240mm deep engineered 'I' joists at 600mm centres where possible.	Steico	Kit Supplier	Keepmoat	No
Timber floor deck	22mm T&G peel clean flooring. Fixed in accordance with manufactures instructions.	Norbond	Hanson Ply	Keepmoat	Yes
Joist hangers	Galvanised steel hangers for fixing of trimmed joists, as per floor design.	Open	Kit Supplier	Keepmoat	No
Lateral Restraint straps	30 x 5mm galvanised mild steel straps, turned down 100mm against inner leaf and to span over 3 joists with noggins (where applicable). Fixed at 2m centres	Open	Kit Supplier	Keepmoat	No
Insulation	100mm mineral wool insulation (min density of 10kg/m ³) fitted between joists. All intermediate floors to achieve min 43 dB Rw.	Knauf	CCF	Keepmoat	Yes
Insulation (Semi Exposed Floors)	300mm (min thermal conductivity of 0.040W/mK)	Knauf	CCF	Keepmoat	Yes
Plaster finish (houses)	15mm tapered Gyproc Wallboard. Taped filled and sealed finish Semi exposed floors to binstores/recessed porches / drive through etc., underdraw 15mm wall board with 6mm Masterboard and paint as per site finishes	British Gypsum	CCF	Keepmoat	Yes
Floating Floor (apartments only)	22mm deck over 19mm Knauf Plank over 91mm resilient batten (50mm mineral wool between batten). Resilient battens over 22mm deck fixed to 240mm dp joist (100mm mineral wool between joists). Joists underdrawn with 19mm resilient bar for ceiling fixing	British Gypsum / STEICO	CCF/Hanson Ply	Keepmoat	Yes

1G. ROOF

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Wallplate	Integral to timber frame kit	Kit Supplier	Kit Supplier	Keepmoat	No
Gable / Ceiling straps	30 x 5mm galvanised steel straps fixed at 2m centres fixed at max 2m centres as roof design. To span over 3nr trusses. Supplied with roof	Kit Supplier	Kit Supplier	Keepmoat	No
Roof trusses	Timber roof trusses, sized to suit span. To BS 5268-3:1998	Kit Supplier	Kit Supplier	Keepmoat	No
Truss clips	As roof design. Supplied with roof	Kit Supplier	Kit Supplier	Keepmoat	No
Bracing	100 x 25mm sw diagonal, chevron and longitudinal bracing.	Kit Supplier	Kit Supplier	Keepmoat	No
Dormers / Bay roofs * -v-	Pre-Insulated GRP, style as site specification.	FGF	FGF	Keepmoat	No
Canopies * -v-	GRP, style as site specification.	FGF	FGF	Keepmoat	No

1H. INTERNAL PARTITIONS

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Studs	63x38mm timber studs at 600mm centres where possible. For walls to receive ceramic tiling, vertical ladder to be formed with additional noggins at 600mm c/c.	Kit Supplier	Kit Supplier	Keepmoat	No
Plaster	12.5mm Gyproc Wallboard (min. mass per unit area 8 kg/m ²) to both side unless acoustic partition is required (refer to house type working drawing). 12.5mm Gyproc Moisture Resistant to bathrooms and ensuite. Where acoustic partition is required use 12.5mm Gyproc Wallboard (min. mass per unit area 8 kg/m ²) to either side or insulate as below. Use moisture resistance board to bathrooms and ensuite.	British Gypsum	CCF Galaxy	Keepmoat	Yes
Acoustic Insulation*	Taped filled and sealed finish in all situations Min. 50mm Acoustic Roll wool (min. density 16 kg/m ²) between studs all to achieve 40 dB Rw.	Knauf	CCF Galaxy	Keepmoat	Yes
WC wall Reinforcement	12.5mm plywood fitted to runners between studs in locations and heights indicated on working drawings	N/A	Hanson Ply	Keepmoat	Yes
Racking Partition	12.5mm Plasterboard (specification, supply and finish variations as above) to either side of 89x38 treated timber stud with an additional 9mm OSB sheathing to one side	Kit Supplier	Kit Supplier	Keepmoat	No
Loadbearing Partition	12.5mm Plasterboard (specification, supply and finish variations as above) to either side of 89x38 treated timber stud. 2 Layers of plasterboard required to each side of apartment loadbearing walls	Kit Supplier	Kit Supplier	Keepmoat	No

1I. EXTERNAL DOOR

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Door #	All Entrance Doors to have a u-value for the door and frame no worse than 1.1 w/m ² K and to meet the recommendations for physical security in Section 2 of 'Secured by Design' including PAS 24: 2012 or similar. Exterior colour & style as specified on site finishes plan. White inner face to door	Varies	Varies	Keepmoat	No
Door Frame #	White UPVC. Frame to be set back by 15mm in check reveal.	Varies	Varies	Keepmoat	No
External light	See Gold, Silver, Bronze document for specification. Supply chain as stated.	ASD	Smith Bros Rexel Edmundson	Electrical Contractor	No

1J. FRENCH DOOR

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
French Door * #	White UPVc plain casement to Section 2 PAS 24: 2007 or similar. Width as per working drawing. Frame to be set back by 15mm in check reveal.	Open	Regional	Window Supplier	No
Locking	Single-point locking device to BS 3621: 2007 (for keyed egress) or to BS 8621: 2007 (for keyless egress) or a multipoint locking system. A deadlocking facility should be provided. Any lock cylinder should be in accordance with BS EN 1303: 2005, grade 5 key security and grade 2 attack resistance as a minimum.	Open	Regional	Window Supplier	No

1K. REAR DOOR

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Rear Door #	GRP insulated 2XG to comply with Section 2 PAS 24: 2007 or similar and give U-Value of 1.4W/m ² K. Clear glazing. Fully finished white internal and external. Frame to be set back by 15mm in check reveal.	Varies	Varies	Keepmoat	No

1L. GARAGE DOORS

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Garage door	7' x 6'6" steel up and over canopy style door. Style and colour as finishes schedule. Decorated as section 17	Novoferm	Garage Door Contractor	Garage Door Contractor	No
Door #	Fitted with self-closing device and with smoke brushes and intumescent stops. Threshold lifted by 150mm to form step over. Door to be fitted with a Kitemarked or alternatively certificated lock meeting the requirements of BS 3621/BS 8621 (single point locking), or PAS 3621/PAS 8621 (multipoint locking)	Jeld-Wen	National Hickman	Keepmoat	No

1M. DECORATION

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Walls	1 coat sealer. 2 full coats Dulux Supermatt Almond White	Dulux	Dulux Decorator Centre	Painting and Taping	Yes
Ceilings	1 coat sealer. 2 full coats Dulux Supermatt Almond White	Dulux	Dulux Decorator Centre	Painting and Taping	Yes

1N. STAIRCASE

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Newels *	Ex 100 x 100mm. Primed	Kit Supplier	Keepmoat	No	
Balusters *	41mm pine 'turned' style. Primed	Kit Supplier	Keepmoat	No	
Balustrade Handrail *	Ex 75 x 50mm moulded handrail. Primed	Kit Supplier	Keepmoat	No	
Treads	22mm standard grade MDF.	Kit Supplier	Keepmoat	No	
Strings	27 x 220mm Whitewood. Primed	Kit Supplier	Keepmoat	No	
Risers	9mm standard grade MDF	Kit Supplier	Keepmoat	No	
Wall handrail on brackets *-v-	Ex 50 x 50mm Redwood, 'Mop Stick' Profile.	Kit Supplier	Keepmoat	No	
Brackets *-v-	Polished Chrome	Kit Supplier	Keepmoat	No	
Wall handrail Pigs Ear *-v-	Ex 100 x 50mm Redwood, 'Pigs / Sow Ear' Profile.	Kit Supplier	Keepmoat	No	

10. ELECTRICAL

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Extract fan	Low Carbon Response d-MEV continuously running fan to Kitchen, Bathroom, Utilities and Ensuite	Vent Axia	Smith Bros Rexel Edmundson	Electrical Contractor	No
Co Detectors (Monoxide)	Kidde 10LLCO battery operated (10yr)	Kidde	Smith Bros Rexel Edmundson	Electrical Contractor	No
Carbon Dioxide (CO2) Monitor	Deta	Deta	Smith Bros Rexel Edmundson	Electrical Contractor	No
PV	PV system to be fixed to dwelling in accordance with manufactures requirements (including connections and isolation measures) by MCS approved installers. PV panel supplier to provide design which takes into account wind loads and snow loadings and also mounting method on to roof (including hook details and flashing requirements). Size of array to be determined by SAP calculation on a plot by plot basis to take into account location and building orientation.	Open	Open	Electrical Contractor	No

1P. PLUMBING

Item	Product / Description	Manufacturer	Supplier	Purchased By	Rebate
Gutters / Downpipes	Deepflow gutters & RWP inc brackets and connectors. Colour as site finishes drawings	Polypipe	Graham PTS Wolseley	Plumbing Contractor	Yes
SVP & AAV	Black plastic 100mm dia. AAV to have insulated cap where taken into roof space.	Polypipe	Graham PTS Wolseley	Plumbing Contractor	Yes
Traps	76mm deep seal traps. Provide anti-siphonic traps with 50mm diameter common waste pipes to be connected to SVP or back inlet gully	Polypipe	Graham PTS Wolseley	Plumbing Contractor	Yes

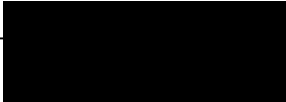
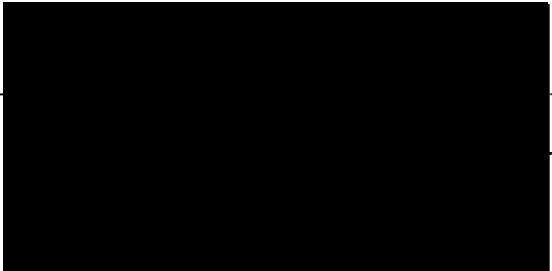
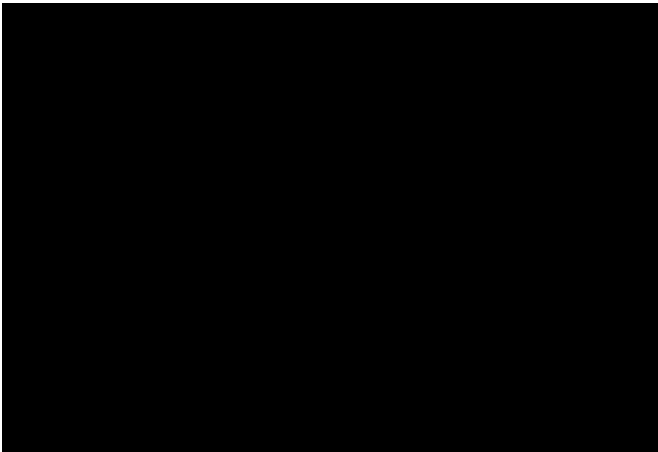
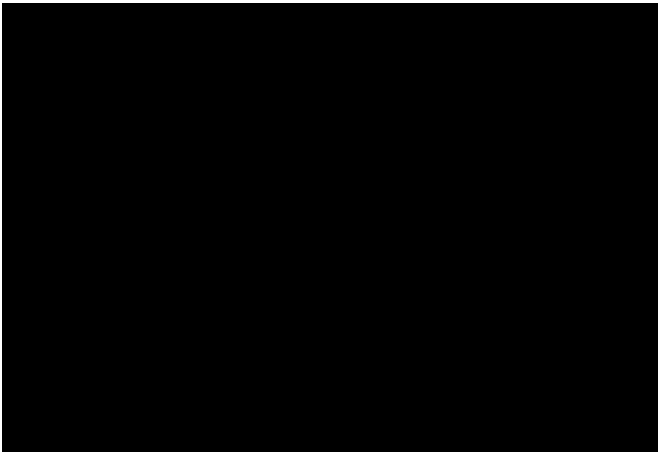
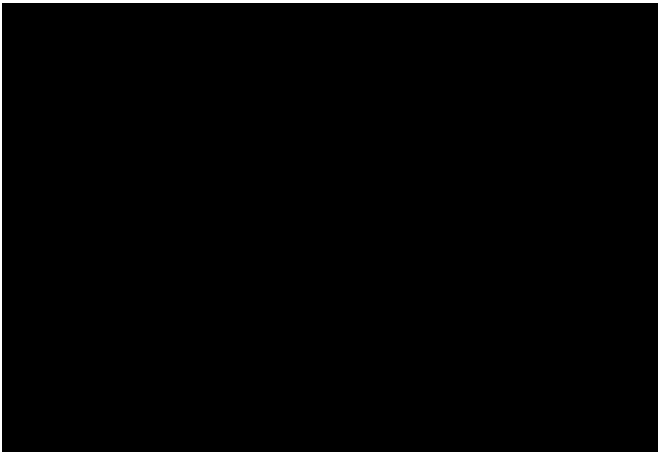
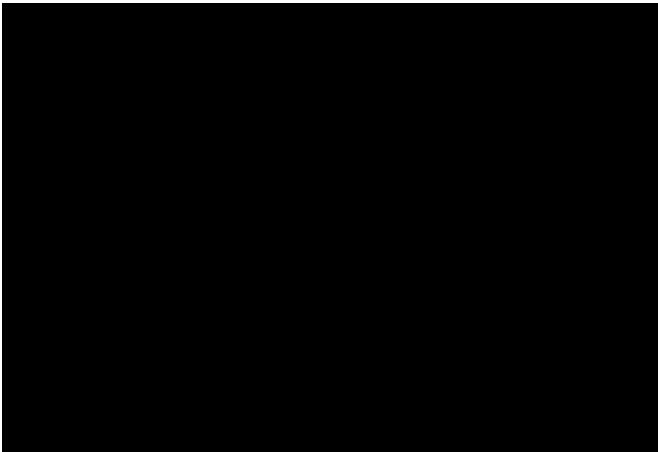
Clawback = RLV-BLV

BLV = £158,994

RLV = A-(BC+O+DP+SC+FC+PC+LF)

	Full site appraisal (360 plots + £1m revenues)	Full site appraisal (360 plots + £2.5m revenue and £1m build cost saving)	Part site appraisal (100 plots)
A	£57,022,805	£58,522,805	£15,835,594.44
Minus			
BC	£40,407,161	£39,407,161	£11,049,426.15
O	£3,103,920	£3,103,920	£862,200.00
DP	£7,538,415	£7,736,715	£2,093,465.59
SC	£1,980,000	£1,980,000	£550,000.00
FC	£853,453	£853,453	£233,378.58
PC	£2,131,400	£2,131,400	£703,362.00
LF	£85,000	£85,000	£85,000.00
RLV	£923,456	£3,225,156	£258,762
BLV	£158,994	£158,994	£44,165
Clawback (RLV-BLV)	£764,462	£3,066,162	£214,597
Payable to BMBC up to clawback amount (2.039m)	£764,462	£2,039,085	£214,597
Payable to BMBC as surplus beyond £2.039m (65%)	£0	£667,600	£0
Payable to KH (35%)	£0	£359,477	£0

Executed as a deed by	)	.....
KEEPMOAT HOMES LIMITED acting by)	
[NAME OF DIRECTOR]	)	Director
In the presence of:)	
Witness signature	.....
Name	.....
Address	.....
	
Occupation	.....

Executed as a deed by)	
[NAME OF ATTORNEY] as attorney for)	
KEEPMOAT HOMES LIMITED)	
Under a power of attorney dated [INSERT)	
DATE OF POWER OF ATTORNEY] 3.11.20)	
In the presence of:)	
Witness signature		
Name		
Address		
Occupation		

Executed as a deed (but not delivered until the date hereof) by affixing the **Common Seal of Barnsley Metropolitan Borough Council** in the presence of:-

.....
Authorised Signatory

Executed as a deed by	)	.....
KEEPMOAT LIMITED acting by [NAME OF DIRECTOR]	)	Director
In the presence of:)	
Witness signature	.....
Name	.....
Address	.....
	
Occupation	.....

Executed as a deed by)	
[NAME OF ATTORNEY] as attorney for)	
KEEPMOAT LIMITED)	
Under a power of attorney dated [INSERT DATE OF POWER OF ATTORNEY]	)	3.11.20
In the presence of:)	
Witness signature		
Name		
Address		
Occupation		

