

DATED

26 April

2024

**(1) ONWARD HOMES LIMITED**

**-and-**

**(2) RIBBLE VALLEY BOROUGH COUNCIL**

**-and-**

**(3) LANCASHIRE COUNTY COUNCIL**

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**SECTION 106 AGREEMENT**

**TOWN AND COUNTRY PLANNING ACT 1990**

**Relating to land south of Higher Road, Longridge, Lancashire**

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Ribble Valley  
Borough Council

[www.ribblevalley.gov.uk](http://www.ribblevalley.gov.uk)

G:3646426v10

geldards

**THIS DEED** is made on

2024

**PARTIES:**

- (1) **ONWARD HOMES LIMITED** (a registered society under the Co-operative and Community Benefit Societies Act 2014 with registration number 17186R) whose registered office is at Renaissance Court, 2 Christie Way, Didsbury, Manchester M21 7QY ("**the Owner**");
- (2) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, Lancashire BB7 2RA ("**the Council**"); and
- (3) **LANCASHIRE COUNTY COUNCIL** of PO Box 100, County Hall, Preston, Lancashire PR1 0LD ("**County Council**")

**INTRODUCTION**

- A The Owner is entitled to be registered as the freehold owner of the Site free from encumbrances which would prevent the Owner entering into this Deed by virtue of transfers dated 9 September 2022, the registrations of which are pending at the Land Registry.
- B The Council is the local planning authority for the purposes of the Act for the area within which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- C The County Council is the county planning authority for the purposes of the Act and the local highway authority and education authority for the area within which the Site is situated and by whom the obligations contained in Schedules 2, 3 and 4 of this Deed are enforceable.
- D The Original Undertaking was entered into on 16 April 2018.
- E The Original Permission was granted on 22 May 2018 subject to the Original Undertaking.
- F The Owner has submitted the Variation Application to the Council to vary condition 12 of the Original Permission and the Council is minded to grant the Variation Permission subject to the prior completion of this Deed.
- G The parties have agreed to enter into this Deed so as to replace the Original Undertaking on the terms set out herein and enable the grant of the Variation Permission.

**NOW THIS DEED WITNESSES** as follows:

**1. Definitions**

- 1.1 For the purposes of this Deed the following expressions shall have the following meanings:

**Act** means the Town and Country Planning Act 1990;

**Affordable  
Housing**

means housing affordable to those people who by reason of their limited income and/or resources or of some other circumstances cannot afford to rent or buy a suitable home generally available on the open market including the following types of scheme or any one or combination thereof (it being expressly agreed and declared that this definition is not intended to be exhaustive):

- (a) A dwelling let as an assured tenancy as defined by Section 1 of the Housing Act 1988 (or any statutory extension re-enactment or modification thereof) at a level of rent not above the Local Housing Allowance prevailing at the time the Affordable Housing Site (or relevant part thereof) is transferred to a Registered Provider in accordance with paragraph 1 to Schedule 1 hereto or such other guidelines as may be approved by the Council ("**Social Rented Housing**");
- (b) A dwelling for sale on a shared ownership basis whereby the occupier is required to purchase a minimum equity share in the dwelling and will then have the option to purchase additional equity to a maximum of one hundred percent of the total equity in the dwelling ("**Shared Ownership**"); or
- (c) Rented housing provided by registered providers of social housing that has the same characteristics as social rented housing except that it is outside the national rent regime, but is let at an Affordable Rent ("**Affordable Rented Housing**");

**Affordable  
Housing Scheme**

means the scheme for the provision of Affordable Housing on a Parcel which shall include details in relation to that Parcel of:

- (a) the numbers, type, mix, tenure and location of the Affordable Housing which shall consist of not less than 30% of the Dwellings within that Parcel and shall (across the Site) include 50% of the Elderly Person Units and shall be delivered as one third Social Rented Housing / Affordable Rented Housing and one third Shared Ownership and one third Discount Sale Units;
- (b) the timing of the construction of the Affordable Housing and its phasing in relation to the occupancy of the Market Dwellings and the

provision of Affordable Housing on other  
Parcels; and

- (c) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Housing;

<b>Affordable Housing Site(s)</b>	means the part or parts of the Site sufficient for the provision of Affordable Housing Units in accordance with the approved Affordable Housing Scheme including (without prejudice to the generality of the foregoing): adequate curtilages and parking spaces and service areas and walkways and gardens and other normal domestic facilities;
<b>Affordable Housing Unit</b>	means a Dwelling provided as Affordable Housing in accordance with the Affordable Housing Scheme;
<b>Affordable Rent</b>	means a rent at no more than the maximum rent levels in the Longridge area which shall be not more than the local housing allowance rate for social and affordable housing set by the Regulator;
<b>Approved Person</b>	means a person who meets the Shared Ownership Occupancy Criteria;
<b>BCIS All-in Tender Price Index</b>	means the BCIS All-in Tender Price Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same) for the quarter in which the contribution (or any part of it) is paid;
<b>Bungalow</b>	means a unit of accommodation that provides a principal bedroom and bathroom at ground floor, in addition to and without compromising kitchen/dining and living room provision. all of which shall be designed to meet national space standards. All internal and external arrangements of the unit of accommodation / dwelling shall also accord with specifications and requirements of category 2 housing as defined in M4(2) of Approved Document M (volume 1 2015) of The Building regulations 2010 (or any subsequent revisions). For the avoidance of doubt the ground floor accommodation shall possess the ability to be habitable without necessitating the need for access to upper floor accommodation by the user;
<b>Bungalow (Over 55 Occupation only)</b>	A unit of accommodation/dwelling that shall not be occupied by a person under the age of 55 years except that in circumstances of a married couple or civil partnership at least one person in the married couple or civil partnership is not less than 55 years of age.



The unit of accommodation/dwelling shall provide a principal bedroom and bathroom at ground floor, in addition to and without compromising kitchen/dining and living room provision, all of which shall be designed to meet national space standards. The internal and external arrangements of the unit of accommodation shall accord with the specifications and requirements of category 2 housing as defined in M4(2) of Approved Document M (volume 1 2015) of The Building regulations 2010 (or any subsequent revisions).

For the avoidance of doubt the ground floor accommodation shall possess the ability to be habitable without necessitating the need for access to upper floor accommodation by the user.

**Commencement of Development**

means the first date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;

**County Council's Education Contribution Methodology**

means the County Council's Education Contribution Methodology (September 2020) attached to this Deed at Appendix 1;

**Development**

means the development of the Site consisting of the demolition of 74 Higher Road and construction of up to 123 houses on land to the rear including access pursuant to the Planning Permission;

**Discount Sale Units**

means a dwelling sold at a maximum sale price of 70% of Open Market Value sold to an Approved Person as set out in the definition of Discount Sale Occupancy Criteria and the buyer and sale price has been approved in writing by the Council;

**Dwelling**

means any dwelling (including a house fiat or maisonette) to be constructed pursuant to the Planning Permission;

**Elderly Person Unit(s)**

means 15% of the Dwellings on the Site which will be subject to a restriction limiting the main occupier to a person with a minimum of 55 years of age (of which 50% of the said Units will be Market Dwellings and

50% will be Affordable Housing Units) and the Dwellings shall be built and occupied to the definitions of Bungalow, Bungalow (Over 55 Occupation only) and Over 55 Accommodation as applicable;

<b>GBCI</b>	means the BCIS General Building Cost Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same) for the quarter in which the contribution (or any part of it) is paid;
<b>Highways and Transport Works and Contributions</b>	means those works and contributions specified in Schedule 4;
<b>Interest</b>	means interest at 4 per cent above the base lending rate of the Bank of England from time to time;
<b>Market Dwelling</b>	means the Dwellings excluding any Affordable Housing Unit;
<b>Occupation and Occupied</b>	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
<b>Off Site Leisure Contribution</b>	means a sum payable for Off Site Leisure facilities in Longridge calculated at reserved matters by reference to the number of bedrooms of a Dwelling;
<b>Open Market Value</b>	means the estimated price or premium for which the sale of the freehold estate or the grant of a long leasehold interest in land (not being a rack rented lease) for the use thereof specified in this Deed should complete on the date of valuation between a willing buyer and a willing seller in an arms length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;
<b>Original Permission</b>	means the outline planning permission subject to conditions dated 22 May 2018 with reference number 3/2016/1082 for demolition of 74 Higher Road and construction of up to 123 houses on land to the rear, including access;
<b>Original Undertaking</b>	means the unilateral undertaking dated 16 April 2018 given by (1) Michael Redmayne and Elaine Carol Redmayne (2) Philip McCade and Stephen James Marle as Trustees for the Michael Redmayne Discretionary Settlement 2014 (3) James Graham Pinder and (4) Susan Higgins and Jacqueline Martland to (1) the Council and (2) the County Council;

**Over 55  
Accommodation**

A unit of accommodation/dwelling that shall not be occupied by a person under the age of 55 years except that in circumstances of a married couple or civil partnership at least one person in the married couple or civil partnership is not less than 55 years of age.

The internal arrangements of the unit of accommodation/dwelling shall accord with the specifications and requirements of category 2 housing as defined in M4(2) of Approved Document M (volume 1 2015) of The Building regulations 201 (or any subsequent revisions);

**Parcel**

means a parcel of the Site approved by the Council pursuant to any Phasing Condition;

**Plan**

means the plan attached to this Deed;

**Planning  
Permission**

means the Original Permission and/or the Variation Permission (as the context requires);

**Pupil Places  
Required**

means the number of secondary Pupils Expected to be Resident in the Development less any Spare Places expected to be available to cater for the Development;

**Pupils Expected to  
be Resident**

means the sum of the number of Dwellings less Elderly Person Units with a given number of bedrooms x corresponding Pupil Yield Figure for secondary education (rounded to the nearest whole number);

**Pupil Yield Figure** means:

	Total Number of Bedrooms in Dwelling — Pupil Yield per Dwelling				
	one	two	three	four	five
Secondary		0.03	0.09	0.15	0.23

**Registered  
Provider**

means a registered social landlord within the meaning of Part 1 of the Housing Act 1996 or a house builder or contractor or provider who is approved by the Homes and Communities Agency and which is accredited under the Housing Management Accreditation Scheme and is able to receive housing subsidy to deliver the housing tenure requirements;

Consider drawing application red edge which aligns with the outline application. Refer to the Title Page for the printing boundary.



STANLEY INVESTMENTS

Proposed Residential Development  
Higher Road, Longridge

AD No:	Eng No	Drawn	Rev
20126	00	SLR	A
Scale	Sheet	FOR PLANNING	
T1250 @ A2		May 2021	

Head planning & design for  
 1250 @ A2  
 clearance around national park  
 near Mazar A2 No

T 030 772 7646  
 a.inform@pdp.co.uk  
 www.inform@pdp.co.uk

mpsl planning & design



## Authorized Signatory

<b>Regulator</b>	means the Homes and Communities Agency and Department for Work and Pensions;
<b>Reserved Matters Consent(s)</b>	means any reserved matters approval granted pursuant to the Planning Permission and in relation to any part of the Site which permits residential development and specifies the number of Dwellings and number of bedrooms permitted on that part of the Site;
<b>Ribble Valley</b>	means the administrative area of the Council;
<b>Secondary Cost per Place</b>	means $(£18,469 \times 0.97) \times \text{BCIS All in Tender Price (272/240) (Q1-2016/Q4-2008)} = £20,303.59$ ;
<b>Secondary Education Contribution</b>	means the sum equating to the number of secondary Pupil Places Required x Secondary Cost Per Place to be paid to the County Council in accordance with the terms of this Deed for the provision of additional secondary school places at Longridge High School or St Cecilia's Roman Catholic Technology College or any subsequent name or designation by which they are known;
<b>Shared Ownership Occupancy and Discount Sale Occupancy Criteria</b>	<p>means person(s) who are first time buyers who can demonstrate a housing need requirement for the type of Affordable Housing Unit who are either:</p> <ul style="list-style-type: none"> <li>(a) currently living in the Borough of Ribble Valley and have done so continually for more than 10 years; or</li> <li>(b) currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years; or</li> <li>(c) currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months; or</li> <li>(d) currently permanently employed in the Borough of Ribble Valley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid; or</li> <li>(e) Persons who at least one of the adult applicants have next of kin who have lived in the Borough of Ribble Valley continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependent children; or</li> <li>(f) Persons who are former residents of the Borough of Ribble Valley who have moved</li> </ul>

from the Borough because of a lack of affordable housing in the Borough; or

- (g) Non first-time buyers who can meet one of the qualification provisions set out in paragraphs a - f above;

**Site** means the land registered at HM Land Registry under title numbers LAN91846, LAN243957, LAN38635 and LAN161869 at the date of this Deed against which this Deed may be enforced as shown edged red on the Plan;

**Spare Places** means the number of secondary places expected to be available to meet the needs of the Development calculated in accordance with the principles set out in Schedule 3 hereto;

**Variation Application** means the application made under section 73 of the Act for the variation of condition 12 of the Original Permission registered by the Council on 27 July 2023 and allocated reference number 3/2023/0584;

**Variation Permission** means the outline planning permission subject to conditions to be granted pursuant to the Variation Application.

## **2. Construction of this Deed**

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or reenactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 Save where otherwise stated in this Deed references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.



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

### **3. Legal Basis**

- 3.1 This Deed is made pursuant to Section 106 of the Act.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council and County Council in the case of covenants made with them as local planning authorities against the Owner.

### **4. Conditionality**

- 4.1 This Deed is conditional upon the grant of the Variation Permission

### **5. The Owner's Covenants**

- 5.1 The Owner covenants with the Council as set out in Schedule 1.
- 5.2 The Owner covenants with the County Council as set out in Schedules 2, 3 and 4.

### **6. Miscellaneous**

- 6.1 This Deed shall be registrable as a local land charge by the Council.
- 6.2 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith be entitled to effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 6.3 This Deed 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 (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 6.4 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 6.5 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them and the covenant at clause 5.2 of this Deed shall cease to have effect (insofar only as it has not already been complied with) in relation to each Dwelling on the date on which that Dwelling is acquired by a beneficial occupier PROVIDED THAT at that date Occupation of the relevant Dwelling does not amount to a breach of the said obligations.
- 6.6 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 6.7 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council and County Council

under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

## **7. Notices**

- 7.1 Any notice or other written communication to be served upon a party or given by one party to any other under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or otherwise notified for the purpose by notice in writing.
- 7.2 The address for any notice or other written communication shall be within the United Kingdom.
- 7.3 A notice or communication shall be served or given:
- (a) on the Owners at the addresses set out above, or such other addresses as shall be notified in writing to the Council and the County Council from time to time;
  - (b) on the Council at the address set out above or such other address as shall be notified in writing to the Owner from time to time, marked for the attention of the Housing Strategy Officer, and
  - (c) on the County Council at the address set out above or such other address as shall be notified in writing to the Owner from time to time, marked for the attention of the County Secretary and Solicitor.
- 7.4 Any notice or other written communication to be given by the Council or the County Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council or the County Council by an officer or duly authorised signatory.

## **8. Change in Ownership**

- 8.1 The Owner covenants with the Council to give the Council and County Council immediate written notice of any change in ownership save for sales to owner-occupiers of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

## **9. Indexation**

- 9.1 Any sum referred to in this Deed including any instalment where any sum is paid by instalments shall be increased by an amount equivalent to the increase in the GBCI or BCIS All-in Tender Price Index for the Secondary Education Contribution and Highways and Transport Works and Contributions from the date of the Original Undertaking until the date on which the sum is payable.
- 9.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not



replaced, to an alternative reasonably comparable basis or index as the Council or the County Council (as applicable) shall reasonably specify.

**10. Interest on Late Payment**

- 10.1 If any sum or payment due under this Deed has not been paid to the County Council or to the Council by the date it is due, the Owner shall pay the County Council and Council Interest on that amount to accrue on a daily basis for the period from the due date to and including the date of payment.

**11. VAT**

- 11.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

**12. Dispute Provisions**

- 12.1 In the event of any dispute or difference arising between the Owner and the Council and/or the County Council in respect of any matter contained in this Deed which for the avoidance of doubt shall include any failure in the parties agreeing any scheme required to be agreed pursuant to this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 12.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 12.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 12.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 12.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 12.5 The provisions of this clause shall not affect the ability of the Council or County Council to apply for and be granted any of the following: declaratory relief,

injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

### **13. Jurisdiction and Legal Effect**

- 13.1 This Deed is governed by and interpreted in accordance with the laws of England and Wales (as they apply in England)
- 13.2 This Deed supersedes the Original Undertaking and this Deed shall bind all Development carried out pursuant to the Planning Permission including any Development already undertaken and such Development as is to be undertaken.
- 13.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 13.4 No waiver (whether expressed or implied) by the Council or the County Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
- 13.5 The provisions of this Deed (other than this clause 13.4 which shall be of immediate effect) shall be of no effect until this Deed has been dated.

### **14. MISCELLANEOUS**

- 14.1 The Owner shall pay to the Council on completion of this Deed the costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £2,500.00.
- 14.2 The Owner shall pay to the County Council on completion of this Deed the costs of the County Council incurred in the negotiation, preparation and execution of this Deed in the sum of £500.00.
- 14.3 All approvals certificates consents agreements satisfactions confirmations or calculations (or anything of a similar nature) that may be requested by the Owner and/or given by the County Council or its officers in accordance with this Deed shall be in addition to any other approvals consents agreements or confirmations that may be required by the Act or by any other statute or regulations, and all such approvals consents agreements satisfactions confirmations or calculations.
- 14.4 This Deed may be varied only in accordance with Section 106A of the Act

### **15. COMPLIANCE**

- 15.1 The Owner hereby AGREES and DECLARES that permission shall be granted to authorised Officers of the Council and the County Council (or their nominated representatives) upon reasonable notice and request and at all reasonable times (except in an emergency) and subject to any instructions which any contractor may give to ensure safety for Officers of the Council and the County

Council (or their nominated representatives) to gain access to the Property in order to monitor compliance with the terms of this Deed

- 15.2 The Owner agrees to give the County Council written notice at least five (5) Working Days before Commencement of Development.

**IN WITNESS** whereof the Owner, the Council and the County Council has executed this Deed on the day and year first before written.

## **SCHEDULE 1 – OWNER'S COVENANTS WITH THE COUNCIL**

### **1. Affordable Housing**

#### **PART 1 – PARCEL OBLIGATIONS**

##### **1.1 The Owner covenants:**

- (a) not to Commence Development on a Parcel until the Affordable Housing Scheme for that Parcel has been submitted to and approved in writing by the Council;
- (b) to construct the Affordable Housing Units on the relevant Parcel in accordance with the agreed Affordable Housing Scheme relating to that Parcel; and
- (c) to comply with the obligations in Part 2 of this Schedule 1 in relation to the relevant Parcel

PROVIDED THAT the obligations contained in this Schedule 1 shall:

- (i) not be binding upon a mortgagee or chargee of any Shared Ownership Affordable Housing Unit or any receiver appointed by any such mortgagee or chargee or any person or persons (including immediate and all subsequent successors in title to such persons) deriving title or an interest in the whole or any part of any such land from such mortgagee chargee or receiver to the intent that the provisions of this Agreement shall upon a disposal (of whatever nature) by a mortgagee chargee or receiver appointed by a mortgagee or chargee cease to apply and shall cease to apply and determine absolutely in respect of the land thereby disposed of;
- (ii) determine absolutely in respect of any Affordable Housing Unit in circumstances where a tenant acquires a freehold or leasehold interest in such dwelling pursuant to a statutory enfranchisement provision or in accordance with the provisions of paragraph 1.6 of this Schedule 1;
- (iii) be suspended in respect of each such assignment only on every occasion of the assignment of a Shared Ownership lease of any Affordable Housing Unit demised or to be demised by way of Shared Ownership lease where the lessee of the Shared Ownership lease wanting to transfer his Shared Ownership interest has complied with the nomination provisions (if any) of the Shared Ownership lease and has first offered to sell the lessee's Shared Ownership interest to a nominee of the Registered Provider and the Registered Provider has been made unable or unwilling to provide a nominee within the time period specified in the Shared Ownership lease or such nominee has not exchanged contracts to acquire or not acquired the lessee's interest within the time period specified within such Shared Ownership lease; and

- (iv) not bind any service supplier purchasing or leasing or taking a transfer of any part of the Affordable Housing Site solely for their operational requirements.

## **PART 2 – GENERAL PROVISIONS**

1.2 No more than 25% of the Market Dwellings in a Parcel are to be completed prior to a Registered Provider being secured in relation to the Affordable Housing Units to be provided in that Parcel.

1.3 Any Mortgagee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than 2 months' prior notice to the Council of its intention to dispose and:

- (a) in the event that the Council responds within 1 month from the receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Mortgagee shall co-operate with such arrangements and use its best endeavours to secure such transfer;
- (b) if the Council does not serve its response to the notice served under paragraph 1.3 within 1 month then the Mortgagee shall be entitled to dispose free of the restrictions set out in this Schedule 1; and
- (c) if the Council or any other person cannot within 2 months of the date of service of its response under paragraph 1.3(a) secure such transfer then provided that the Mortgagee shall have complied with its obligations under paragraph 1.3(a) the Mortgagee shall be entitled to dispose free of the restrictions set out in this Schedule 1,

PROVIDED THAT at all times the rights and obligations in this paragraph 1.3 shall not require the Mortgagee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Mortgagee in respect of moneys outstanding under the charge or mortgage.

1.4 The Affordable Housing Site(s) and the Affordable Housing Units constructed thereon shall be transferred on the following terms:

- (a) with good and marketable freehold or long leasehold (in the case of individual flats within a larger block) title;
- (b) the Affordable Housing Site(s) shall be provided up to a point immediately adjacent to the boundary of the Affordable Housing Site(s) with:
  - (i) an adoptable road access subject to an Agreement under section 38 of the Highways Act 1980;
  - (ii) adoptable public sewers and drains subject to an Agreement under Section 104 of the Water Industry Act 1991; and
  - (iii) access to electricity gas telephone and other common services with sufficient capacity to serve the Affordable Housing Site(s)

PROVIDED THAT if it has not been possible to complete such Agreement or Agreements as specified in paragraphs 1.4(a)(i) and 1.4(b)(ii) above by the time of such transfer then the Owner covenants to use all reasonable endeavours to enter into such Agreements as soon as possible thereafter and will maintain the estate roads and foul and surface water sewers at its own expense until adoption.

- 1.5 On completion of the Affordable Housing Units intended for Shared Ownership or as soon as possible thereafter the Registered Provider shall dispose of the Affordable Housing Units intended for Shared Ownership:
- (a) at Open Market Value on a Shared Ownership basis with the rental element being discounted by the Registered Provider;
  - (b) to an Approved Person who shall purchase the Affordable Housing Unit for occupation by the Approved Person and in accordance with the requirements of this Agreement; and
  - (c) in consultation with the Council and having first obtained the Council's consent to the disposal to the Approved Person.
- 1.6 The Approved Person shall be allowed to purchase additional shares in increments of no less than 10% up to a maximum of 100% provided that at the point of purchase of each additional share they continue to occupy the Affordable Housing Unit in compliance with the requirements of this Deed.
- 1.7 Affordable Rented Housing:
- (a) that on completion the Affordable Rented Housing be available for rent;
  - (b) that on completion of the Affordable Rent Housing Units they will be allocated by 100% nomination arrangements to approved persons nominated by the Council in accordance with the Council's allocations policy;
  - (c) that rents to be charged on the Affordable Rented Housing with be in accordance with the Governments Guidance on Affordable Rent as issued by the Homes England which governs the rents to be charged by all social landlords whether they be Registered Providers or Local Authorities but shall not be higher than Local Housing Allowance rates.

## **2 Off Site Leisure Contribution**

- 2.1 To pay to the Council the Off Site Leisure Contribution calculated at the grant of reserved matters consent in accordance with the following formula for occupancy ratios:

The sum of £216.90 per person calculated as follows:

One bedroom Dwelling = 1.3 persons

Two bedroom Dwelling = 1.8 persons

Three bedroom Dwelling = 2.5 persons

Four bedroom Dwelling = 3.1 persons

Five or more bedroom Dwelling = 3.5 persons

- 2.2 Not to Occupy or permit or allow Occupation of the 15th Dwelling until the Off Site Leisure Contribution has been paid to the Council.

## **SCHEDULE 2 – OWNER'S COVENANTS WITH THE COUNTY COUNCIL**

### **1 Highways and Transport Works and Contributions**

- 1.1 The Owner covenants not to Occupy or allow or permit Occupation of any Dwelling where Occupation of that Dwelling would result in the number of Occupied Dwellings exceeding a trigger set out in the second column of the table at Schedule 4 without the corresponding Highways and Transport Works and Contributions specified in the first column of that table having been completed or paid to the County Council as the case may be.

### **2 Education Contribution**

The Owner covenants:

- 2.1 Within 20 working days following the grant of a Reserved Matters Consent to notify the County Council's School Planning Team that a Reserved Matters Consent has been granted and request that the County Council calculates that part of the Secondary Education Contribution relating to the said Reserved Matters Consent in accordance with this Deed and on the basis set out in Schedule 3

Prior to payment triggers to notify Lancashire County Council's School Planning Team and request that the County Council calculate the payments due pursuant to paragraphs 2.3 and 2.4 of this Schedule based on the calculations already made in relation to implemented Reserved Matters Consents PROVIDED FURTHER THAT if the County Council does not notify the Owner of the results and details of the said calculations within 20 working days of the Owner's request the Owner make the calculations itself in accordance with the above provisions and shall notify the County Council of the results and details of its said calculations and use all reasonable endeavours to reach agreement with the County Council accordingly

- 2.2 Prior to first Occupation of the 50th Dwelling to pay to the County Council 50% of the Secondary Education Contribution.
- 2.3 Prior to first Occupation of the 105th Dwelling to pay to the County Council the remaining 50% of the Secondary Education Contribution.



### **SCHEDULE 3 – CALCULATION OF EDUCATION CONTRIBUTIONS**

- 1     The calculation of the Secondary Education Contribution generally and of Spare Places shall be undertaken in the same manner as demonstrated in the County Council's Education Contribution Methodology. The County Council's pupil projections that are current at the time of the calculation shall be used.
- 2     Applications that are granted consent after the date of the Planning Permission shall not be taken into account.
- 3     For the avoidance of doubt, if the County Council's calculations show that the number of secondary places available is expected to exceed the calculated pupil yield from the Development as per this Schedule then no Secondary Education Contribution shall be payable.

## SCHEDULE 4 – HIGHWAYS AND OFF-SITE TRANSPORT WORKS AND CONTRIBUTIONS

The Owner covenants to carry out the following Proposed Highway Improvements and pay the following Off Site Highways Contributions by the respective Triggers set out below.

	Proposed Highway Improvements	Trigger
1	The upgrade of two bus stops to the southwest of the new site to enable the development to be accessible by public transport to include raised kerbs, shelter footpath space permits, southbound and raised kerbs northbound.	Prior to first occupation
2	Traffic calming along Higher Lane (see J582 figures 1, 2 and 4.	Prior to first occupation
3	Mitigation to reduce queues further and enhance pedestrian crossing of the approaches at Junction 4 as shown on Drawing J582/Preston Road-Chapel Hill Fig 6. The proposals will improve the vehicle capacity for vehicles to travel through the junction and have a small reduction in the queues	Prior to first occupation
4	Mitigation to reduce queues further and enhance pedestrian crossing of the approaches at Junction 8 as shown on Drawing J582/Preston Road-Kestor Lane Fig 5 to aid the ability for pedestrians to negotiate the junction.	Prior to first occupation
5	Mitigation to reduce queues further and enhance pedestrian crossing of the approaches at Junction 9 as shown on Drawing J582/Longridge Road Roundabout Fig 5 to improve the vehicle capacity for vehicles to travel through the junction.	Prior to the occupation of the 100 <sup>th</sup> dwelling
6	The construction of the Higher Road Access Layout as shown on Drawing J582 site access fig 1 including the calming scheme along Higher Road related to traffic speeds, the provision of a new footpath connection to the SE side of Higher Road providing a linkage to the new bus stops and the construction of the works shown on Drawing J582 mitigation gateway Figures 2 and 4 SE and NE of the access.	Prior to any other construction commencing on Site, scheme to be submitted for approval and implemented.
7	The improvement of walking routes along Higher Lane and the nearby estate are shown on figure J582/Walk route/Fig 8 for crossing points and street lighting assessment.	Prior to first occupation

	Off-Site Transport Contributions	Trigger
8	<p>A £75,000 contribution to the LCC proposed cycle network or the network identified in the emerging neighbourhood plan if it is approved within 5 years of the Planning Permission being granted.</p> <p>£29,100 for Travel Plan Support including cycle purchase will be split as follows:</p> <p>The sum of the cycle vouchers which is £18,450 (based upon 123 houses x £150)</p> <p>£10,650 is to be paid to LCC to provide Travel Plan support to the Owner</p>	<p>Prior to the first occupation</p> <p>Post-occupation</p> <p>To be paid directly by the developer to the household upon occupation</p> <p>Prior to first occupation</p>
9	<p>The two bus stops on King Street will be upgraded to QBC standards as part of the s278 works.</p> <p>In addition the TPC as part of the TP support will provide Public Transport Smartcards for households to encourage sustainable patterns from the outset of the development. (capped budget of £51,040 based on £110 on demand for a minimum of 8 weeks bus fares for local bus services, note a long term saver ticket is not available, so estimate based on current weekly return ticket @ £14</p>	<p>Prior to the first occupation</p> <p>Post occupation</p> <p>The sum capped at £51,040 for bus fares will be paid directly by the developer to the households upon occupation by the Owner</p>

EXECUTED as a DEED by

as Attorney for

ONWARD HOMES LIMITED

ONWARD HOMES LIMITED

under a power of attorney

dated [ 27 September 2023 ]

in the presence of:

WITNESS:

Signature:

Print name:

Address:

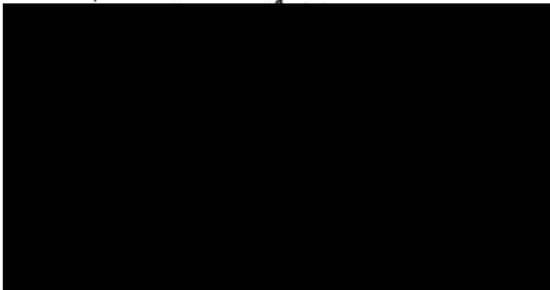
Occupation:

Witness signature:	
Witness name:	S
Witness address:	R
Witness occupation:	M

THE COMMON SEAL of  
RIBBLE VALLEY BOROUGH COUNCIL

was affixed to this deed

in the presence of:



THE COMMON SEAL of  
LANCASHIRE COUNTY COUNCIL

was affixed to this deed

in the presence of:

Authorised Signatory



## APPENDIX 1



# Education Contribution Methodology

Infrastructure and Planning Annex 2

September 2020

This document sets out Lancashire County Council's methodology for assessing the potential impact of proposed housing developments on education provision within the local area of the development.

[www.lancashire.gov.uk](http://www.lancashire.gov.uk)

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The information contained in this report is owned by Lancashire County Council

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## Introduction

New housing developments place additional pressure on a wide range of infrastructure in an area including roads, health, social services, leisure, recreation and education.

The Department for Education guidance 'Securing Developer Contributions for Education' advises that housing development should mitigate its impact on community infrastructure, including schools. This document sets out the Lancashire County Council methodology used to identify and secure education contributions against housing developments which are expected to create a shortfall school places.

Education services are managed through Lancashire County Council and the two unitary authorities of Blackpool and Blackburn with Darwen. For the purposes of this policy paper, the education services referred to are those covered by Lancashire County Council only.

As stipulated in [Section 14 of the Education Act 1996](#), Lancashire County Council has a statutory obligation to ensure that every child living in Lancashire is able to access a mainstream school place in Lancashire if they want one.

Planning applications are submitted to each of the 12 local planning authorities within Lancashire County Council's boundary. If you have any queries regarding contributions for school places, in the first instance you should contact the relevant local planning authority (the district council). We will work with them to provide further clarity on any education queries.

Pressure for additional school places can be created by an increase in the birth rate, new housing developments, greater inward migration and parental choice of one school over another. If local schools are unable to meet the additional demand, a new development can have a significant impact on the infrastructure of its local community and this impact must be mitigated against. In terms of housing development this mitigation would be in the form of the provision of additional school places, facilitated through education contributions, via either the Community Infrastructure Levy (CIL) Regulations 2010 (Amended 2019) or Section 106 of the Town and Country Planning Act 1990, in order that additional places can be made available. An education contribution could also include a school site.

Regulation 122 of the Community Infrastructure Levy (CIL) Regulations 2010 imposes a limitation on the use of planning obligations and provides that a planning obligation may only constitute a reason for granting planning permission if the obligation is:

- necessary to make the development acceptable in planning terms;
- directly related to the development;
- fairly and reasonably related in scale and kind to the development

Quality education provision is at the heart of sustainable communities and, therefore, should be a fundamental consideration of all new housing developments. Where new housing development creates a demand for school places in excess of those available, Lancashire County Council will expect the local planning authorities to work with the county council in seeking an education contribution from developers that is proportionate to the impact in order to mitigate against the effect of any new development on local

infrastructure. It is critical that developers make a contribution towards school places where a need is identified as, without one, the local authority will be unable to ensure school places are accessible, and this is likely to impact on the children and families who come to settle in new developments. This would, therefore, raise concerns about the sustainability of a new development.

An education contribution will only be sought where there is a projected shortfall of primary and/or secondary places at schools within the local area of a development.

This methodology has been produced in line with government guidance provided by the Department for Education '[Securing developer contributions for education](#)' November 2019.

Contextual information regarding Lancashire schools and the policy for expanding schools can be found within the current '[School Place Provision Strategy](#)'.

## How to Request an Assessment

In most circumstances the local planning authority will request an education assessment as part of their assessment of a planning application. All requests should be emailed to the School Planning Team at Lancashire County Council via [schools.planning@lancashire.gov.uk](mailto:schools.planning@lancashire.gov.uk)

## Planning developments and the introduction of CIL

The 12 local planning authorities are currently at different stages in terms of the introduction of the Community Infrastructure Levy (CIL). Please contact the local planning authority for further information.

Regardless of whether a local planning authority has adopted CIL, Lancashire County Council provides an education contribution assessment to determine the impact of the development on local school places.

## Methodology for Assessing Primary and Secondary Contributions

All residential developments which result in a net increase of 10 dwellings or more will be assessed to determine whether the developments are expected to result in a shortfall of school places. It should be noted that if a development includes a number of planning applications that are less than 10 dwellings then these applications may be assessed in order to mitigate the overall impact of the development. Similarly, applications that are part of a wider development or additional to an existing permission will require an education contribution assessment.

The assessment will measure the projected impact of the development on surrounding primary and secondary schools within:

- 2 mile radius of the development for primary aged school pupils
- 3 mile radius of the development for secondary aged school pupils

These distances are based on [DfE Home to school travel and transport Guidance – July 2014](#), and [DfE Home to school travel and transport for children of compulsory school age statutory guidance for local planning authorities \(Consultation draft\) – July 2019](#), and are considered reasonable walking distances for pupils of compulsory school age.

Academy and Free Schools are included in assessments in the same way as any other maintained or aided school.

The assessment is based on the grid reference used for the planning application, provided by the local planning authority.

Where there are no schools within the 2 or 3 mile radius of the development, Lancashire County Council will assess on the nearest school.

## Exemptions

Contributions are not sought in respect of planning applications for:

Accommodation restricted to elderly residents. If part of a wider mixed dwelling development, the elderly element is to be removed, if conditioned or detailed in the s106

*Elderly accommodation is defined as age exclusive dwellings where residents must be over the age of 55.*

- Student accommodation

Contributions are sought in respect of:

- Affordable housing
- 1 Bedroom accommodation

## Pupil Projections

The county council uses 5 year pupil projections incorporating:

- Current and previous years' school census information containing numbers on roll
- Inward and outward migration of pupils
- School net capacity assessments
- Schools cumulative admission numbers
- ONS birth data
- Approved Planning Application Housing data obtained from the local planning authority's Housing Land Supply (HLS), Annual Monitoring Report (AMR), Strategic Housing Land Availability Assessment (SHLAA) or equivalent. (We consult with each local planning authority to obtain the appropriate housing information for their area).

Further information can be found in our [Pupil Projection Methodology](#).

Please note that we don't provide:

- school by school, year by year projections as this could compromise parental preference and conflicts with public interest
- information relating to the home address of children
- mapping information
- net capacity forms as they are not in the public domain

The 5 year projection figures are used to assess the capacity and expected demand within the local schools. 5 years is the period used in each of the local planning authorities' HLS (or equivalent) documents.

When considering the impact of larger strategic sites it may be necessary to consider pupil projections beyond the 5 year period in line with the build projections. These



longer term projections use data that is based upon certain assumptions, such as the birth rate remaining the same as current rates. The data used will be refined as more accurate information becomes available.

## Assessments

The contribution sought from developers will be used to mitigate the direct impact of the development and **not to address any existing shortfall**.

There are several stages to the assessment process. An education contribution assessment will be produced when a planning application is submitted and this will provide the local planning authority and the applicant with an indication of the impact of the housing growth on primary and secondary school places. A further assessment will be provided when the application is being considered for approval in order to provide a more up to date position for the applicant and the local planning authority.

As the education contribution is based on actual demand for school places calculated using the housing mix of the development, for Outline applications the contribution requirement will be finalised once the Reserved Matters approval has been secured. The education contribution for a Full Application will be determined prior to the planning committee as the dwelling bedroom information will allow a final position assessment.

For Outline applications the requirement to reassess the contribution following Reserved Matters approval will mean that a formula will need to be included within the Section 106 agreement. In districts that have adopted the Community Infrastructure Levy, CIL funding applications for education contributions will need to be determined following Reserved Matters approval.

## Assessment Process

Using the 5 year pupil projections an assessment will be undertaken to ascertain whether the impact of a development will result in a shortfall of places in Lancashire primary schools within 2 miles and/or Lancashire secondary schools within 3 miles of the development.

If a shortfall is identified at this point, the contribution sought would be for the full potential pupil yield of the development.

Should there be sufficient places at this stage or only a partial shortfall of places identified, Lancashire County Council will need to consider the impact from approved housing developments not yet included in the 5 year Housing Land Supply, which will impact upon one or more of the schools in the catchment of the assessed development before reaching a conclusion on the expected number of surplus places. This will take into account the impact of any developments which have received planning permission subsequent to the latest update of the Housing Land Supply and pupil projections. The position of some schools may be affected by planning applications in neighbouring districts, which are within 2 miles (primary schools) or 3 miles (secondary schools) of the development.

Should there be sufficient places, or only a partial shortfall of places is identified, Lancashire County Council will need to identify the impact from pending applications impacting on one or more schools in the catchment of the assessed development. This will provide an understanding of the impact of any developments receiving planning permission ahead of the development being assessed and will enable the planning

committee to consider the latest information available. Once Reserved Matters approval has been secured a further reassessment will be provided to determine the final education contribution, subject to application of indexation. The education contribution sought will be calculated taking into account approved applications only.

Lancashire County Council's assessment will work on the assumption that all of the development will be delivered within 5 years. The reason for this is that the data that Lancashire County Council uses in its pupil projections provides far more accurate information up to a 5 year period. In order to ensure that the contribution reflects the actual education requirement the methodology allows for Outline planning applications to be reassessed at the point of Reserved Matters, using the latest pupil projections. For this reason, we recommend the inclusion within Section 106 agreements for Outline applications the provision for the owner or developer to inform Lancashire County Council post Reserved Matters approval to allow Lancashire County Council to provide the updated position based on latest forecasts and the approved dwelling and bedroom mix.

To avoid any double counting the following developments that have a Section 106 which mitigates their impact on school place provision are excluded from the housing assessment process:

- Developments within the Housing Land Supply (or other housing document provided by the local planning authority)
- Developments approved subsequent to the Housing Land Supply update and prior to the submission of the application to be assessed

## Pupil Yield

In 2012 Lancashire County Council undertook an analysis to determine the number of pupils who attend mainstream schools who live in recently built houses.

The analysis on which this yield is based includes a cross section of Lancashire conurbations taking into account a mix of rural, urban and city locations. The sample used takes into account a range from large developments to individual dwellings.

Because of this analysis, Lancashire County Council uses a method of assessing the impact of a development based on the mix of the size of the development, based on the number of bedrooms in each property to be built.

The pupil yield for each size of house can be seen in the table below.

No of Bedrooms	Yield per development - Primary	Yield per development – Secondary
1	0.01	0.00
2	0.07	0.03
3	0.16	0.09
4	0.38	0.15
5+	0.44	0.23

When assessing a development, the number of pupils calculated to arise from the development will be subject to rounding, either up or down, to the nearest whole figure.

In order to enable an appropriate assessment, an accurate bedroom mix should be provided for Full and Reserved Matters applications, at the time of the assessment. With Outline applications, an assumption will be made that all dwellings will be eligible 4 bedroom housing and the development will be assessed on this basis. The application will then be reassessed once accurate bedroom information is provided on reserved matters approval - as detailed in the previous section.

Within the application process it is the responsibility of the local planning authority to notify Lancashire County Council of any changes to the application that may impact upon the assessment of the development impact upon local school places so that a reassessment can be undertaken. It is also the responsibility of the local planning authority to notify Lancashire County Council when an application is due to be considered by the planning committee. We would ask that a minimum of 10 working days is allowed for a reassessment to be completed.

An example calculation can be found in Appendix 2 of this document.

The DfE guidance 'Securing developer contributions for education' advises that they are working on a detailed methodology for calculating pupil yields from housing development but this methodology was not available at the time of publishing this document. Future updates will reflect DfE methodology guidance. The DfE suggests that, in the meantime, local approaches to calculating pupil yields remain valid.

### **Developments Remote from a Lancashire School**

Where a planned development is located more than 2 miles from any existing primary school and /or over 3 miles from the nearest secondary school, Lancashire County Council would look at the nearest Lancashire school and, if there are no places at that school, a contribution for additional places would be sought. Any contribution sought would be used to provide places at the nearest Lancashire school where an infrastructure project can be delivered. In such cases Lancashire County Council will incur transport costs to ensure the school places are accessible.

If the places provided to address the impact of the development are beyond 2 or 3 miles for primary or secondary provision (respectively) or if a walking route is unsafe Lancashire County Council acknowledge that it may be necessary to provide transport assistance in line with the Lancashire County Council Home to School Transport Policy.

Where transport assistance is required, because pupils will need to travel further than statutory walking distances a contribution for transport may be required. The associated transport contribution requirements will be identified within the education contribution assessment

### **Calculation**

After assessing the impact of the development and a shortfall is apparent, a contribution will be sought based on the specific shortfall of places directly resulting from the impact of the development.



The calculation of the contribution uses the DfE national average cost per place as published in the latest DfE Local Authority Scorecard, adjusted by the regional location factor:

DfE national average cost per place (for primary and/or secondary places)	X	Lancashire Regional Location Factor	X	Number of Places
---	---	-------------------------------------	---	------------------

The costs per place will be updated annually, within this methodology to reflect the latest national average costs per place, at the point that the methodology is updated.

However, where there is local evidence of higher costs for a particular project, such as a bespoke feasibility study or known site abnormalities, these costs may be used in preference to the adjusted national average.

All contributions will be adjusted by Building Cost Information Service (BCIS) All In Tender indexation at the point of payment.

### ***Department for Education 2019 Local Authority Scorecard Costs***

In most cases the additional places to address the impact of a development will be provided through expansion of existing local schools, however where this is not possible a new school may be required. When the need for a new school has been identified as part of the assessment process, then the 'New Build' national average costs will be used to calculate the education contribution requirements. Where the education contribution has not identified a new school requirement the 'Permanent Expansion' national average costs per place will be used. The latest costs are provided below.

#### ***Primary***

Type of School Place	Cost Per Place
Permanent Expansions	£17,268
New Build	£20,508

#### ***Secondary***

Type of School Place	Cost Per Place
Permanent Expansions	£23,775
New Build	£24,929



The calculation for 2020/21:

### **Primary**

Type of Place	DfE Cost		Lancashire Location Factor		Lancashire Cost Per Place
Permanent Expansions	£17,268	X	0.97	=	£16,749.96
New Build	£20,508	X	0.97	=	£19,892.76

### **Secondary**

Type of Place	DfE Cost		Lancashire Location Factor		Lancashire Cost Per Place
Permanent Expansions	£23,775	X	0.97	=	£23,061.75
New Build	£24,929	X	0.97	=	£24,181.13

Lancashire County Council reserves the right to reassess the school place position in respect of a development in accordance with this methodology, to take into account changing circumstances up to the point where a Reserved Matters/Full planning application is approved.

An example calculation can be found in Appendix 2 of this document.

## **Reassessments**

For Outline applications assessment will assume the development consists of all 4 bedroom houses, as dwelling bedroom information is often not available at this stage and provisional bedroom mix projections can be subject to change.

An initial assessment may detail an impact that could vary depending on the impact of other pending applications impacting upon local schools. For this reason reassessments are required. A reassessment will be provided prior to an Outline/Full application being considered for approval, at the request of the local planning authority. At this point infrastructure projects will be identified.

For Outline applications a reassessment is also produced following Reserved Matters approval, once accurate bedroom information is available.

## Indexation

Indexation allows the cost per place to be adjusted to take into account the effects of inflation over time, which acknowledges that the contribution will be used to fund school places at a point in the future when the places are needed, where the cost of delivery is likely to have changed. For the education contribution for the provision of school places the Building Cost Information Service (BCIS) All in Tender Price Index will be applied.

Indexation will be applied to Section 106 agreements using the formula below.

Education Contribution	X	BCIS All in Tender Price Index for the period immediately prior to the date of payment under the S106 agreement	÷	BCIS All in Tender Price Index for the period last published before the date of agreement
------------------------	---	---	---	---

Where trigger targets are included in the S106, indexation will apply at each trigger point.

## School Site

If a large new housing development is proposed, it may not be feasible to expand one or more existing schools. In such cases, Lancashire County Council will need to investigate whether a school site may be required, taking into account the existing provision in the area. The size of this site would be determined in accordance with DfE guidance. This is particularly important as the Basic Need funding allocation does not factor in funding for land acquisition.

School site requirements should be identified as part of the development of Local Plans. A school site requirement may be identified where the local planning authority have identified a number of housing developments which should be treated collectively as a strategic site.

Department for Education guidance suggests that all new primary schools are expected to include a nursery. This may require a larger site to be sought. Similarly, additional space may be required for post-16 provision at for special educational needs provision.

National Planning Practice Guidance advises how local planning authorities should account for development viability when planning for schools within housing developments, including an initial assumption that both land and construction costs will be provided by the developer. When the DfE free schools programme is delivering a new school for a development, the DfE expects the developer to make an appropriate contribution to the cost of the project, allowing DfE to secure the school site on a peppercorn basis and make use of developer contributions towards construction.

In the case of the provision of a school site Lancashire County Council would expect to be consulted as early as possible on the proposed location of the school site to ensure its suitability, to be coordinated by the local planning authority. Any land allocated for a school should be safe and fit for purpose, taking into account ground conditions, topography, contamination, flood risks and proximity of incompatible land used.

Where a number of small developments are expected to come forward in an area with an aggregated requirement for a new school, Lancashire County Council would expect the local planning authority to set out their expectations for strategic sites in their Local Plan and assist in the negotiations to secure a school site to accommodate the collective impact of the applications. Where the demand is generated by more than one development or phase, it may be that one developer would be required to provide the school land to address the collective demand. This would require applicants to provide a contribution towards the cost of the school site land, proportionate to the size of their development. Lancashire County Council would seek to work with local planning authorities to ensure that such equalisation arrangements are established prior to the approval of any of the developments affected to ensure that the development 'hosting' a new school is not disadvantaged.

The strategic planning of each district is the responsibility of the local planning authority as well as Lancashire County Council. Both parties will need to ensure education solutions are identified. Lancashire County Council will work with local planning authorities to identify school site requirements within local plans and development plans and reserve land for education use.

It may be necessary to safeguard additional land when new schools within development sites are being planned, to allow for anticipated future expansion or a reconfiguration of schools to create a single site. 'Future proofing' can sometimes be achieved informally through a site layout that places open space adjacent to a school site. Where there is projected need for new school places that is not linked exclusively to a particular development, the development plan can allocate specific areas of land for new schools or school expansion, and safeguard specific parcels of land within wider development sites for education use. It is expected that the local planning authority would lead on these arrangements.

## **Garden Communities**

Lancashire County Council acknowledges that the 'Garden Communities' being proposed for Lancashire may be planned as distinct, self-contained and sustainable settlements where the infrastructure needs of residents, including school provision, is provided on site. The county council also acknowledges that new schools can be an important place making component of new communities and can provide core social infrastructure that can help a community to thrive and for this reason developers and local planning authorities are likely to encourage early provision.

In line with the DfE guidance '[Education provision in garden communities April 2019](#)', Lancashire County Council would welcome early engagement with the developer and local planning authority to identify school place requirements and the timing of delivery, taking into consideration the viability of the new school and the potential impact of early provision on other local schools.

## **Developer delivery of new schools**

In line with DfE '[Securing developer contributions for education guidance](#)', in principle, Lancashire County Council supports developer delivery of schools and could represent good value for money, however, we recognise that local circumstances vary and it will not always be the preferred option.



Where developer delivery is considered a suitable local approach, Lancashire County Council would support a partnership approach between the local authority, academy trust (where relevant) and developer to negotiate a brief and design specification, acknowledging that such collaboration is good practice and helps to avoid disputes.

### **Forward Funding of Projects**

In some cases it may be necessary to forward fund infrastructure projects using Basic Need funding, although this approach would only be considered as a last resort. In such circumstances contributions would be secured retrospectively from either S106 or Community Infrastructure Levy contributions.

### **Declining to Contribute to Education Infrastructure – Objections to Planning Applications**

In identifying a shortfall in local provision and asking for a developer contribution, Lancashire County Council is, in effect, objecting to the application on sustainability grounds. A developer contribution that mitigates the impact of the development will, in most cases, overcome the objection.

If a developer does not agree to payment of the requested education contribution or the local planning authority does not pursue Lancashire County Council's request on its behalf, Lancashire County Council cannot guarantee that children yielded by the development will be able to access a school place within reasonable distance from their home, so the development could be considered to be unsustainable.

If the development is still approved without any education contribution or a reduced contribution, Lancashire County Council would be seeking clarification from the local planning authority on how the shortfall of education places will be addressed.

For infrastructure requirements that are to be funded by community infrastructure levy the School Planning Team will contact the CIL decision making authority to seek confirmation that the full education contribution requirements can be secured through housing developer contributions prior to the planning application being considered for approval. Should the confirmation of the full education contributions not be provided the School Planning Team would object to the planning application.

### **Approved Subject to Section 106**

Where a development is minded to be approved subject to the sealing of a Section 106 agreement, Lancashire County Council will treat the development as approved when assessing future applications, based on the latest information provided by the local planning authority.

## **Assessing Special Educational Needs, Early Years and Post-16 provision Contributions**

The DfE 'Securing developer contributions for education' guidance advises that education contributions can be sought for the following provision:

- Special Education Needs

- Early Years
- Post-16

The assessment approach for each of these is under development as part of the relevant service strategies.

## Identifying Infrastructure Projects

Where a development is expected to result in local schools becoming oversubscribed, Lancashire County Council will seek contributions from the developer to pay a contribution towards the associated capital costs of an infrastructure project (school expansion or new school). Prior to the planning committee for the Outline application Lancashire County Council will identify potential infrastructure projects where additional places are intended to be provided. We will name one specific 'Preferred' primary/secondary infrastructure project and then as a 'Contingency' option we will list all primary schools within 2 miles of the development or all secondary schools within 3 miles of the development. Where there are no primary schools within 2 miles or secondary schools within 3 miles of the development we will name specific schools for the both the 'Preferred' and 'Contingency' projects. Naming more than one infrastructure project will help us to respond to changing circumstances and new information, such as detailed feasibility work leading one project being abandoned.

In circumstances where it is not possible to provide additional places at existing schools a new school may be required to address the shortfall of places. For this reason a school site may also be required.

Early engagement in the Local Plan process will help to enable the early identification of a shortfall of places and a potential requirement for a new school. Early engagement in the Local Plan and Masterplan processes may also be able to assist with early identification of viability issues. Also, when CIL charging schedules are prepared, engagement with local planning authorities should ensure that school developments are among those D1 uses that are viability tested.

Infrastructure projects and expenditure for the previous financial year will be reported in the Lancashire County Council Infrastructure Funding Statement.

### Examples of Projects

- Provision of additional school places to address the impact of the development.
- Acquisition of additional land
- Project to increase the capacity of a school by a number of places towards providing a half form of entry.
- The provision or extension of a classroom
- The expansion of a hall required to provide more capacity
- Internal remodelling to provide additional capacity

## How Lancashire County Council chooses which school to expand

The process Lancashire County Council uses when choosing which school to expand is outlined in the latest [Strategy for School Places](#). When determining which schools are suitable for expansion, Lancashire County Council will consider the following criteria, in no particular order:

- Pupil attainment levels
- Levels of parental first preference
- Current size of the school
- Location of the school relative to population
- Practicalities of expansion on the existing or nearby site
- Costs of expansion and potential joint investment benefits

## Limitations of Naming Projects

By naming the projects Lancashire County Council cannot guarantee the named infrastructure project will go ahead. There will often be some time between the naming of the project and the need to deliver places, during which factors which have identified the school as a feasible project may change. The following list are some of the risks we have to a project not proceeding. For example, a project may be subject to:

- The willingness of the school governing body to expand
- Suitability of the site
- Gaining Planning permission & compliance with Section 77 of the Schools Standards and Framework Act 1998 and Schedule 1 of the Academies Act 2010
- Consultation with local schools and the community
- Parental preference at the time that the places are required
- School standards and popularity at the time that the places are required
- Availability of other funding streams
- Changes in the overall capacity within the local schools
- Project cost being prohibitive
- Demand not materialising as projected
- Agreement timescale condition expires before demand materialises
- Being unable to find an academy sponsor

## **Splitting contributions across projects**

A contribution may be split across two or more projects to provide the number of places required

Should one project fail to progress resulting in the education contribution being returned, only the contribution allocated to the non-progressing project will be returned.

## **Communication with Schools**

When a particular school is identified within a Section 106 the school will be informed by Lancashire County Council, including details of the development that is providing the education contribution. Any communication with schools about potential projects should be conducted via the Asset Management School Planning Team at Lancashire County Council.

## **Specific Content Required in a S106 Agreement**

We would request to include the following in any planning obligation agreement (also known as S106 agreement):

- A formula that allows for the calculation of the education contribution at Reserved Matters stage of the application process (LCC is able to provide standardised wording). This would be required for any application that is at Outline application stage and has not ascertained the bedroom mix of the development.
- The education contribution would be adjusted by BCIS Indexation from the date of the planning obligation agreement to the date of payment of the education contribution. The BCIS Indexation used will match the indexation used during the initial assessment.
- As Education Authority, the county council has a statutory responsibility to ensure that there are sufficient Lancashire school places available to accommodate every Lancashire pupil. For this reason education contributions secured within a S106 should be paid directly to the county council.
- The amount secured to be repaid to the developer if not spent within 5 years from final payment (This timescale will be subject to review for larger developments, in line with DfE Guidance).
- Any land secured to be returned to the developer if not used within an agreed timescale.
- A clause that states that Lancashire County Council will endeavour to spend any contributions secured on an infrastructure project at a specific school, detailed within the agreement. If the contribution is not spent on the identified infrastructure project the contribution will be returned and the County Council will be responsible for delivering school places at no cost to the housing developer.

Where we are not party to an agreement between a developer and district council, Lancashire County Council would ask the Local Planning Authority to ensure that the wording of the agreement is discussed with us.



## **Reassurance that Contributions will be Spent Locally**

Where the county council is proposing to significantly enlarge a school or establish a new school, there are strict guidelines and regulations which we must follow. Whilst the new School Organisation (Prescribed Alterations to Maintained Schools) (England) Regulations 2013 and (Establishment and Discontinuance of Schools) Regulations 2013 which came into force on 28 January 2014 streamline some of the processes for school expansion, the process still involves consultation with interested parties before a decision can be taken.

Therefore, at the stage where we respond to a planning application, we are unable to predetermine where capital funds will be spent or to pre-empt the outcome of any consultation. However, there is an obligation to meet the tests of Community Infrastructure Levy (CIL) and to demonstrate expenditure is used to mitigate the impact of the development and this means that we will aim to spend the money on the capital cost of providing the places within a three mile radius of the development wherever possible.

The planning obligation agreement established with the developer will provide assurances about this. For more information please refer to 'Specific Content Required in a S106 Agreement' section.

## **Lancashire Local Planning Authorities – CIL Adoption**

All local planning authorities, whether they have adopted the Community Infrastructure Levy (CIL), or not, will still require an education contribution assessment to determine the impact of the development on surrounding schools.

To identify whether your local planning authority has adopted CIL and how they will deal with your planning application, please contact them directly.

### **Local Planning Authorities Which Have Yet to Adopt CIL**

The local planning authorities which are still to move to the Community Infrastructure Levy will continue to require assessments and enter into agreements using Section 106s to secure contributions towards education infrastructure.

### **Local Planning Authorities who have adopted CIL**

In districts that have adopted CIL, infrastructure projects may receive funding from both CIL and Section 106. This could include a land contribution towards a new school.

To discover how your development will contribute to the education infrastructure in the area, please contact the relevant local planning authority.

### **Windfall Sites for Authorities who have adopted CIL**

Windfall sites for developments within local planning authority area who have adopted CIL may be dealt with in one of two ways:

- Using Section 106 agreements



- An amendment of the Regulation 123 List, Infrastructure Funding Statement or equivalent document at the discretion of the local planning authority

Clarification should be sought via the local planning authority on whether the site to be assessed constitutes a windfall site and the relevant arrangements in place.

## Other Matters

### Pre-Applications

As the school forecasts are continually updated to reflect the up to date position on births, migration and housing approvals, the forecast position used within a pre-application assessment is likely to change by the time the planning application is submitted. The School Planning Team would therefore encourage you to use the yield calculator on page 9 of the Education Contribution Methodology – <https://www.lancashire.gov.uk/council/planning/planning-obligations-for-developers/> to give you an indicative calculation of the impact of the development on school places.

If you intend to submit an Outline application at a later date then we would recommend calculating your impact on a 4 bed mix, as this is the mix calculation you will be provided with at Outline application stage, to be reassessed once the accurate mix is provided as part of the Reserved Matters permission. If you intend to submit a full application at a later date then it is recommended that you use an indicative mix to provide you with a more accurate assessment of impact on school places.

Any calculation you produce is only an indication of impact. The assessment by the School Planning Team at planning application stage would specify the detailed education requirements from your development.

### Responding to Information Requests

Requests for information must be provided in writing to:

[schools.planning@lancashire.gov.uk](mailto:schools.planning@lancashire.gov.uk).

Lancashire County Council will endeavour to respond to enquiries within 10 working days.

## Contact Information

Please do not hesitate to contact us should you have any questions or would like to discuss any element of the methodology.

Name: School Planning Team

Address: PO Box 78  
County Hall  
Fishergate  
Preston  
PR1 8XJ

Tel: 01772 536289

Email: [schools.planning@lancashire.gov.uk](mailto:schools.planning@lancashire.gov.uk)

Where your enquiry refers to a planning application, where available please provide:

- The name of the local planning authority
- The name of the development
- The planning reference number(s)
- The name of the local planning authority case officer

## Appendix 1: National Policy and Guidance

The following policy underpins the methodology for seeking education contributions in Lancashire.

### Education Act 1996

[Section 14 of the Education Act 1996](#) stipulates that local authorities must secure sufficient appropriate school places to serve their area. The policy refers to the provision of mainstream school places only. It does not relate to the planning of nursery, further education, special education need and disability, nor independent school provision.

### Education and Inspections Act 2006

[Part 1 of the Education and Inspections Act 2006](#) outlines the education functions of Local Authorities. It places Lancashire County Council as the appropriate authority to secure diversity in the provision of schools and increase parental choice opportunities.

### Expansion of an Existing School

Where an expansion of an existing school is considered to be significant, where more than 30 places are to be provided and will expand the school by more than 25% of the existing school capacity or 200 pupils, a statutory significant enlargement process will need to be followed. As the significant enlargement of an existing school or the establishment of a new school both require the authority to consult interested parties before making any decision, under [The School Organisation \(Prescribed Alterations to Maintained Schools\) \(England\) Regulations 2013](#) and [The School Organisation \(Establishment and Discontinuance of Schools\) Regulations 2013](#).

### The Academy/Free School Presumption

In accordance with strategy, Lancashire County Council prefers to expand existing schools to accommodate additional pupils in an area, in some circumstances it may not be feasible to expand any schools in an area. The Education Act 2011 changed the arrangements for establishing new schools and introduced section 6A (the academy/free school presumption) to the Education and Inspections Act 2006. Where a LA identifies a need for a new school in its area it must seek proposals to establish an academy/free school.

### Statutory Walking Distances

The Department for Education specifies that "statutory walking distance is two miles for children aged under eight, and three miles for children aged eight and over" ([DfE Guidance on home to school travel and transport – July 2014](#)). This is reflected in Lancashire County Council's [Home to School Transport Policy](#). For this reason Lancashire County Council assesses primary schools within two miles and secondary schools within 3 miles of the development. For the purpose of planning developments, this is determined by applying a radius from the grid reference used for the planning application and not using travel distances to each individual school.

## **Town and Country Planning Act 1990**

[Section 106 of the Town and Country Planning Act 1990](#) introduced the ability to seek a contribution from developers by Local Authorities towards mitigating the impact of pupils living in the new development on local school capacity.

## **Community Infrastructure Levy**

The [Community Infrastructure Levy Regulations 2010, amended 2019 \(2\)](#)

## **Section 77 – Disposal or Change of Use of Playing Field and School Land**

[Section 77 of the School Standards and Framework Act 1998](#) as amended by the [Education Act, 2011](#) refers to the disposal or change of use of playing field and school land. Any changes to the use of school land requires consent of the Secretary of State.

## **National Planning Policy Framework & Guidance**

The latest version of the National Planning Policy Framework was published in February 2019 and sets out the Government's planning policies for England and how they are expected to be applied. Paragraph 94 specifically refers to the provision of school places:

*It is important that a sufficient choice of school places is available to meet the needs of existing and new communities. Local planning authorities should take a proactive, positive and collaborative approach to meeting this requirement, and to development that will widen choice in education. They should:*

- a) give great weight to the need to create, expand or alter schools through the preparation of plans and decisions on applications; and
- b) work with schools promoters, delivery partners and statutory bodies to identify and resolve key planning issues before applications are submitted.

## **Department for Education Guidance**

[Securing Developer Contributions for Education, November 2019](#) provides guidance for local authorities with a responsibility for providing sufficient school places under the Education Act 1996. It may also be a source of information for local planning authorities and other stakeholders involved in the delivery of schools.

[Education Provision in Garden Communities, April 2019](#) provides guidance to local planning authorities and their delivery partners involved in delivering Garden Villages and Garden Towns as part of the government's Garden Communities programme.



## Appendix 2: Example Calculation for Primary and Secondary Places

If a housing development was to come forward with 100 houses, with the bedroom information broken down as:

Number of Bedrooms	Number of Houses with that Number of Bedrooms
1	10
2	20
3	40
4	25
5+	5

Calculate the number of children expected from the development

No of Bedrooms	Yield per development - Primary	Yield per development - Secondary	Primary Pupils Expected	Secondary Pupils Expected
1	0.01	0.00	$10 \times 0.01 = 0.1$	$10 \times 0.00 = 0.0$
2	0.07	0.03	$20 \times 0.07 = 1.4$	$20 \times 0.03 = 0.6$
3	0.16	0.09	$40 \times 0.16 = 6.4$	$40 \times 0.09 = 3.6$
4	0.38	0.15	$25 \times 0.38 = 9.5$	$25 \times 0.15 = 3.75$
5+	0.44	0.23	$5 \times 0.44 = 2.2$	$5 \times 0.23 = 1.15$
<b>Total</b>			<b>19.6 (20 Pupils)</b>	<b>9.05 (9 Pupils)</b>

Next step - schools within 2 miles for primary and 3 miles for secondary of the development are identified and an assessment on the schools 5 year future capacity and 5 year future number of pupils expected in the school is completed.

### Primary

	Future Net Capacity of School	Projected Number of Pupils on Roll
Primary School A	210	215
Primary School B	315	310
Primary School C	198	200
Primary School D	210	210
<b>Total</b>	<b>933</b>	<b>935</b>

For Primary Schools in the area, we are expecting a shortfall of 2 places ( $933 - 935 = -2$ ) before the impact of this development, the pupils expected from this development will make the situation worse. So for this development we would be seeking a contribution for all the primary aged pupils i.e. 20 pupils.

### Secondary

	Future Net Capacity of School	Projected Number of Pupils on Roll
Secondary School A	800	798
Secondary School B	650	627
Secondary School C	1,050	1,028
<b>Total</b>	<b>2,500</b>	<b>2,453</b>

For Secondary Schools in the area, we are expecting to have 47 spare spaces.

However, there are 4 additional applications which have obtained planning permission prior to this assessment. Collectively these applications are planning to yield 44 children. These developments will use 44 of the spare places leaving a surplus of 3 places. The secondary impact of this development is 9 places, leaving a shortfall of 6 places. so an education contribution will be sought for this development for 6 pupils.

However, in addition to the additional applications, there are also 2 pending applications, collectively contributing a further 5 places. Should these applications come forward ahead of this application the shortfall from this development would increase to 11 places, so an education contribution would be sought between 6 and 9 (the full yield of the development) places.

A reassessment should be undertaken at the point of decision to identify those developments which have gained planning permission prior to this application.

### Calculation

In this scenario it is assumed that the additional primary and secondary places can be provided by permanent expansion of existing schools rather than establishment of a new school and, therefore, the 'Permanent Expansion' cost per place has been used.

Using the formula

DfE national average cost per place(for primary and/or secondary places)	X	Lancashire Regional Location Factor	X	Number of Places
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### Primary

£17,268	X	0.97	X	20	=	£334,999.20
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### Secondary

£23,775	X	0.97	X	6	=	£138,370.50
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### Secondary up to

£23,775	X	0.97	X	9	=	£207,555.75
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### In Summary

Lancashire County Council would be seeking a contribution for 20 primary school places and 6 secondary school places.

$$£334,999.20 + £138,370.50 = £473,369.70$$

However, as there are a number of applications that are pending a decision that could impact on this development should they be approved prior to a decision being made on this development the claim for secondary school provision could increase up to a maximum of 9 places.

$$£334,999.20 + £207,555.75 = £542,554.95$$

BCIS All In Tender Price Indexation will be applied at the point of each payment.



## Appendix 3: Education Planning Assessment Process

