

KEY PRINCIPLES OF DIRECT DELIVERY OBLIGATIONS TO BE INTEGRATED WITHIN S106 (As approved by Cabinet on 18 June 2013)

FOR EDUCATION AND OTHER ON SITE INFRASTRUCTURE:

1. 'voluntary transparency notice' is issued prior to the completion of the S106 agreement (and no objections received). Regulatory minimum notice to apply
2. Section 106 agreement completed - Works commitments to be given in Section 106 agreement (not postponed decision) conditional on grant of permission and implementation
3. Section 106 agreement to incorporate standard conditions encompassing the following:-
 - Developer exercises competitive procurement of works and services.
 - Standards are reviewed and revised to deliver essential requirements in line with national policy.
 - Consultants are jointly selected by the authority and developer.
 - Appropriate levels of engagement combined with defined standards
 - Bond protection extends to remedying of defects arising during defects liability period.
 - Collateral warranties are gained from key members of the supply chain
 - Gateway evaluation of the proposed project is carried out at appropriate stages, including final acceptance of completed scheme.
 - Developer to cease occupations if the school is not handed over by a defined number of units (based upon available capacity within existing / temporary infrastructure).
 - Contribution accounting for works, making good, travel etc shall be levied in circumstances where provision of temporary school facilities are necessary,
 - Residual costs to the authority are met through developer contributions (fit out, ICT, professional fees etc)
 - Indemnity from developer for any residual procurement risk
 - Certificate of completion

FOR TRANSPORT:

1. A 'voluntary transparency notice' is issued prior to the completion of the Section 278 agreement (no objections received). Regulatory minimum notice to apply
2. Section 278 agreement completed at the same time as Section 106 agreement i.e. commitments conditional on grant of planning permission and implementation.
3. Agreement incorporates Standard Conditions for the Control of Highway Works in conjunction with Development.
4. Completion of works linked to required stage(s) of the development with prohibition on further developments/occupation until met. This is tied in with other related Planning Conditions if required.
5. Where estimated value of works is in excess of £2m collateral warranties to be provided.
6. Indemnity from developer for any residual procurement risk.