

DRAFT HEADS OF TERMS

152042 - Site for proposed extra care development comprising of up to 80 Passivhaus designed one, two and three bed apartments and complementary indoor and outdoor facilities, including swimming pool, gym, sauna, cafe, hair salon, medical and treatment rooms, allotments, putting greens and petanque pitch with associated landscaping, parking, sustainable drainage, noise attenuation and new footpath link.

The Owner covenants with the Council that the Development shall be carried out and used and Occupied in accordance with the following restrictions and obligations and not otherwise:

1. Occupation of the Extra Care Units

- 1.1 No Extra Care Units will be Occupied except in accordance with the following restrictions and obligations:
 - (a) Person who are at least 60 years of age; and
 - (b) In need of Personal Care by reason of old age, disablement, medical needs or treatment; and
 - (c) persons who have undergone a Health Assessment prior to Occupation to establish the need for Personal Care; or
 - (d) a spouse or partner of a person satisfying the criteria in paragraphs 1(a) and (b) above, who either at the time of initial Occupation within the Development or subsequently;
 - (i) resides in the same unit of accommodation; or
 - (ii) resides in a separate unit of accommodation within the Development by virtue of their own or their spouses or partner's medical needs
- 1.2 Prior to Occupation of the Extra Care Units the residents of the Extra Care Units will have undergone a Health Assessment to establish the need for Personal Care by reason of old age, disablement, medical needs or treatment.
- 1.3 Prior to Occupation of the Extra Care Units the residents of the Extra Care Units shall purchase a Basic Care Package which will provide the initial level of Personal Care that they need as established by the Health Assessment.
- 1.4 For the duration of Occupation of each Extra Care Unit the resident of that Extra Care Unit will be in receipt of Personal Care which will be provided through the Basic Care Package and if required through the provision of additional Personal Care as provided in paragraph 1.5 of this Part.
- 1.5 The Owner shall make available to the residents of the Extra Care Units any additional Personal Care to purchase over and above that

provided by the Basic Care Package should the need for such additional Personal Care be identified following the Health Assessment or any review thereof.

- 1.6 For the avoidance of doubt in the event a person in Occupation of the Extra Care Units dies or vacates such units, the spouse or partner of such person shall be entitled to remain within the Extra Care Unit irrespective of whether they satisfy the criteria in paragraphs 1(a) or (b)
- 1.7 The Owner shall procure that the Basic Care Package is made available to and purchased by all residents of the Extra Care Units on an annual basis for the period of their Occupation of such units, the fee for which will be controlled by the Owner and/or the Developer through the service charge for the Extra Care Units.

2 Passivhaus

- 2.1 To procure the construction of the Extra Care Units in accordance with the Permission and the details to be approved by the Council pursuant to a reserved matters application and the following standard:
 - (a) Passivhaus Standard
 - (b) To obtain evidence from a CEHP (Certified European Passivhaus) designer that the proposed certification that the proposed design and specification of the Extra Care Units comply with Passivhaus certification. Such evidence must include full PHPP (Passivhaus Planning Package) assessment, proposed construction method including specification for all external envelope elements, general arrangement plans, sections and elevations, key junction details and ventilation design.
- 2.2 Upon the first Occupation of the final Extra Care Unit, to provide the Council with Passivhaus certification from the Passivhaus Institute in Darmstadt demonstrating compliance with Passivhaus design.

3 Facilities and Transport Facilities

- 3.1 Within 12 months of Occupation of the first Extra Care Unit or prior to the Occupation of no more than 35% of the Extra Care Units, whichever is the sooner, the Owner shall:
 - (a) complete and equip the Facilities in accordance with the design and details to be approved by the Council pursuant to a reserved matters application and
 - (b) provide the Transport Facilities.

- 3.2 Before first Occupation of the Development, the terms in the form of a community use agreement for the use of the Facilities and Transport Facilities by the Local Community shall be agreed in writing between the Owner or Developer and the Council (both acting reasonably)
- 3.3 The community use agreement referred above shall as a minimum include:
- a) Identification on a scaled plan the rooms and facilities that will be available for public use including means of access
 - b) An availability schedule/timetable
 - c) Charging schedule and booking system
 - d) Management and maintenance of the Facilities and Transport Facilities
 - e) Terms and conditions for hire
- 3.4 The Facilities and Transport Facilities shall be made available to the Local Community in accordance with the community use agreement.

4 Domiciliary and Virtual Extra Care

- 4.1 Before first Occupation of the Development details of Domiciliary and Virtual Extra Care service available to the Local Community shall be agreed in writing between the Owner and the Council (both acting reasonably)
- 4.2 The Owner shall procure that Domiciliary Care and a Virtual Extra Care network will be available to the Local Community subject to the payment of the appropriate fees applicable at the time within 12 months of Occupation of the first Extra Care Unit.

Ed Thomas
Principal Planning Officer
March 2016