

# **APPENDIX TWO**

ENGLISH  
VILLAGES ©  
*ECV Partnerships Limited*

Draft HOTs  
S106 Proposed Care Village  
at Leeds Village

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## **STANDARD DEFINITIONS**

**“Marketing Scheme”** means a scheme to prioritise persons with a Local Connection or a County Connection for Occupation of the Care Units to be agreed between the Owner and the Council in accordance with the provisions of Schedule 2.

### **Schedule 2. Marketing Scheme**

2.1 The Owner agrees to promote the development to persons with a Local Connection initially and not to agree a sale with or accept a deposit from anyone who is not a person with a local connection for a period of two months from the commencement of marketing which shall be when the sales specification and prices are first available to prospective purchasers.

2.2 In the event that a Care Unit has been marketed at Market Value for a period of two months and no person or persons with a Local Connection have reserved to purchase that Care Unit then the Owner shall be entitled to market the Care Units (or those Care Units that have not been reserved for purchase by a person or persons with a Local Connection) to a person or persons with a County Connection

2.4 In the event that a Care Unit has been marketed at Market Value for a further period of two months and no person or persons with a Local Connection or County Connection have reserved to purchase that Care Unit then the Owner shall be entitled to dispose of that Care Unit generally on the open market free from the restrictions above.

2.5 If subsequently more than one offer is received for the same property then the Owner will give priority to a person with a Local Connection or a County Connection

**“Village Transport Criteria”** means members of the Communal Facilities with personal mobility difficulties and in need of care living within the parish of Leeds who can be reasonably and safely transported.

**“Village Transport Service”** means a twice weekly return transport service from the Development to shops and facilities in Maidstone on Mondays to Saturdays and a twice weekly return trip to supermarkets in or around Maidstone for the benefit of Occupiers and other persons who satisfy the Village Transport Conditions.

**“Village Transport Conditions”** means such reasonable conditions imposed in relation to the use of the Village Transport Service as are considered appropriate to ensure that the Village Transport Service is available on a membership only basis to people meeting the Village Transport Criteria.

1. The operator will deliver the Village Transport Service in accordance with a published timetable.
2. Anyone meeting the Village Transport Criteria may request a reservation to use the Village Transport Service on a first come, first served basis. The operator may determine how far in advance bookings may be made.
3. The operator will decide if an individual meets the Village Transport Criteria at its sole discretion.
4. The operator may decline to transport anyone wishing to travel to or from anywhere outside the parish of Leeds unless specified in the published timetable.
5. The operator may accept reservations from anyone living in the development before accepting reservations from those living outside the development.
6. The operator may refuse to transport anyone whose needs cannot be adequately met during the journey or who presents a health and safety risk to the driver or other passengers as determined by risk assessment by the operator.
7. The operator may refuse to transport anyone who presents anti-social behavior or for any other reason at its sole discretion.
8. The operator may cancel or postpone any service scheduled to operate on any day in the event of an appropriate vehicle or driver being unavailable for any reason; or if prevented by snow or other extreme weather.
9. The operator may limit the number of reservations made by an individual if their use unreasonably prevents others who meet the Village Transport Criteria from using the service.

10. The operator will not wait for anyone who is not at the pick up point at the designated time.
11. The number of wheelchair users that can be accommodated within the Village Transport Service may be restricted by the availability of vehicles and other operating considerations.

**“Wellness Centre Criteria”** means residents of the development, and residents of the Borough of Maidstone aged 65, and anyone attending a treatment or therapy with a practitioner.

**“Wellness Centre Conditions”** means such reasonable conditions imposed in relation to the use of the Wellness Centre as are considered appropriate for its use by those meeting the “Wellness Centre Criteria”

1. The operator will provide a Wellness Centre.
2. The operator will determine the opening hours of each of the facilities within the wellness centre at its sole discretion.
3. The operator will provide an external membership for anyone resident in the Borough of Maidstone over the age of 65, and anyone under the age of 65 at the discretion of the operator, subject to the wellness centre conditions.
4. Membership of the wellness centre will be subject to payment of a subscription determined by the operator.
5. The operator will determine the number of members having regard to the size of the facilities and usage.
6. The operator will make the facilities available for use by healthcare professionals and practitioners at its sole discretion subject to availability and payment of a service fee.
7. The operator may accept reservations from anyone living in the development before accepting reservations from those living outside the development.
8. The operator may refuse to accommodate anyone whose needs cannot be adequately met or who presents a health and safety risk to residents, users or staff.
9. The operator may admission to anyone who presents anti-social behavior or for any other reason at its sole discretion.
10. The operator may close any facility or service scheduled to operate on any day in the day in the event of equipment failure, technical difficulties or staff being unavailable for any reason.
11. The operator may limit the number of reservations made by an individual if their use unreasonably prevents others who meet the Wellness Centre Criteria from using the facilities or service.

**“Standard Operating Conditions for Reception, Shop, Meeting Room, Restaurant and Café Bar”** means such reasonable conditions imposed in relation to the use of the Village Reception, Shop, Meeting Room, Restaurant and Café Bar by residents on site and the public.

1. The operator will provide and operate a reception, shop, meeting room, restaurant and café bar on the site.
2. The hours of operation of each individual facility shall be at the sole discretion of the operator.
3. The prices and charges shall be at the sole discretion of the operator.
4. The operator may accept reservations from anyone living in the development before accepting reservations from those living outside the development.
5. The operator may refuse to accommodate anyone whose needs cannot be adequately met or who presents a health and safety risk to other residents, users or staff.
6. The operator may refuse admission to anyone who presents anti-social behavior or for any other reason at its sole discretion.
7. Use of the meeting room will be restricted to clubs, societies and activities compatible with the care village social program.
8. The operator may close any service scheduled to operate on any day in the event of equipment failure, technical difficulties or staff being unavailable for any reason.
9. The operator may limit the number of reservations made by an individual if their use unreasonably prevents others from using the facilities or service.

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