

**From:** Sexty, Richard (Education Transformation Manager)  
**Sent:** 26 June 2026 16:33  
**To:** Roberts, Geraint (Principal Planning Officer) <[GeraintN.Roberts@newport.gov.uk](mailto:GeraintN.Roberts@newport.gov.uk)>  
**Subject:** RE: Planning Consultation Request for case ref: 26/0412

Dear Geraint

**APPLICATION FOR MODIFICATIONS TO S106 AGREEMENT RELATING TO LAND AT COT HILL, LLANWERN, NEWPORT 06/0845 DATED 2009, S106 SUPPLEMENTARY DEED RELATING TO LAND AT COT HILL, NEWPORT DATED 5TH MARCH 2014 AND 2ND SUPPLEMENTAL DEED AND DEED OF VARIATION (16/0864) DATED 23RD JUNE 2017.**

Regarding the above application please note the below response on behalf of Newport City Council's Education Service.

It is noted that this application is submitted by Redrow Homes Ltd (now Barratt Redrow) to modify the requirements of the Section 106 agreement and subsequent agreed deeds of variation referenced above, namely:

- 1) **Hartridge School (Now Llanwern High School) Footpath:** *To carry out the Hartridge School Footpath Works in accordance with a timetable and specification both of which are to be agreed with the Council prior to the Occupation of any Dwellings within the Development.*
- 2) **Education:** *To complete the construction of the primary school and MUGA on the primary school site in accordance with the primary school specification prior to the occupation of no more than 400 dwellings within the development.*

The current situation is that there is a significant delay in the provision of on-site primary education facilities to serve the development, and there is not a suitable, safe walking route to the catchment secondary school. Our understanding is that the primary school trigger will be hit during 2026 and the school should have been delivered for a September 2026 opening. As a result of the delay in the delivery of the school, which we expect will be at least 3 academic years, it is anticipated that between 250 – 300 primary aged pupils will have to travel to an alternative primary school, rather than attend the new school within the development. A further cost pressure will arise should pupils qualify for school transport.

The Education response to the details of the proposal is as follows:

- The proposal to further delay the deadline for the Hartridge School Footpath to 700 dwellings is not acceptable. The specification and timetable should be agreed prior to the completion of 50 dwellings following the resolution of the sought S106 amendment at the latest, and the timetable for completion must reflect the fact that the work is urgent and very much overdue.
- We accept the revision to the overall education contribution to £10.56m to be used for the provision of primary and secondary education facilities.
- We do not accept the proposal that the sum is not index linked – It is at the developer's discretion whether they pay this in one lump sum to avoid indexation.
- We are agreeable to payment over two financial years.
- The proposed deduction of £575,000 is not accepted as the applicant has provided no evidence that these costs have been incurred or payments made, nor that the Authority would benefit from the work undertaken to date. We also note that SAB approval has not been achieved and this remains a significant cost risk that Newport City Council will become liable for, which would not be the case under the provisions of the existing S106 agreement where the developer would build the school. We would be agreeable to a deduction of £100,000 in exchange for the rights to the

developed designs and associated information and documents to enable the school build to proceed at pace through an expedited tender exercise. This is considered reasonable given the education demand generated and the delays incurred in the provision of the primary school.

- In order for the developer's proposal to be acceptable, subject to the changes noted above, we require the removal of Schedule 3, part 1, section 6.1 and 6.4 restricting the Council's use of the funds. We suggest these covenants are replaced with the following:

*Upon receipt to pay the Education Contribution into an interest bearing account and to subsequently construct the new primary school on the Primary School Site and to provide the extension reconstruction or improvement of secondary schools serving the development.*

- It will also be necessary to reinstate paragraph 7 of Section 2 of the S106 agreement, to the effect that, prior to the occupation of the 400<sup>th</sup> dwelling on the site (or within a limited time from the date of the DoV being signed) , the developer shall offer for transfer to the Council the Primary School Site, serviced up to the site boundary, for the sum £1.
- A figure should be agreed on each additional property above the 825 new homes to provide Education with a contribution to improve education facilities to schools within the local area, not specifically the school within the development. Additional contributions in line with the Planning Obligations SPG should be secured for any dwelling over and above 825 that obtains Reserved Matters consent, to be paid within 12 months of the date of the reserved matters consent.

Kind regards,  
Richard

Richard Sexty  
Rheolwr Trawsnewid Addysg / Education Transformation Manager  
Addysg / Education  
Cyngor Dinas Casnewydd / Newport City Council

