



Dated 01 MAY

2025

**Hampshire County Council
and
Imperial Homes Southern Counties Ltd**

**Minor Works Agreement for Highway Works at
Cowplain Community School &
Business Centre, Hart Plain Avenue, Waterlooville, PO8 8RY
pursuant to (inter alia) Section 278 Highways Act 1980**

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Contents

1	Parties	5
2	Background	5
3	Statutory powers	6
4	Prior to construction of the Works	6
5	Cash deposit and fees.....	6
6	Indemnity and insurance	7
7	Construction of the Works	7
8	Completion of the Works	8
9	Prior to issue of Certificate of Completion	8
10	Completion of Maintenance Period	8
11	Payments due	9
12	General	9
	Schedule 1 – The Works.....	11
	Schedule 2 – Default Event	12

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Date

2025

1 Parties

1.1 **Hampshire County Council** of The Castle Winchester Hampshire SO23 8UJ (**'the County Council'**)

1.2 **Imperial Homes Southern Counties Ltd** (company registration number 10574678) whose registered address is situated at Paddock View Calcot Lane, Curdridge, Southampton, England, SO32 2BN (**'the Developer'**)

2 Background

A The County Council is the Highway Authority for Hampshire

B The Developer is desirous of entering into this Agreement for the purposes of securing the carrying out of the highway works ('Works') defined in Schedule 1 and the Developer has agreed that it will pay the cost of construction and maintenance of the Works

C The Developer is the registered proprietor of the land shown edged red ("the Land") on drawing AAL395-AAL-EW-XX-DP-C-2784 Rev P01 attached hereto under title number SH63853 and agrees that the Works are for the benefit of the Land

D The County Council is satisfied pursuant to Section 278 of the Highways Act 1980 that it will be of benefit to the public for the County Council to enter this Agreement for the execution of the Works at the expense of the Developer which Works the County Council is authorised to execute pursuant to the Highways Act 1980 or are the subject of the Planning Permission granted by Havant Borough Council ("the Planning Permission") may be carried out by the Developer subject to the terms and conditions set out beneath

Agreed terms

3 Statutory powers

- 3.1 This Deed of Agreement is made pursuant to Section 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers including the Localism Act 2011

4 Prior to construction of the Works

- 4.1 The Developer shall obtain prior approval for proposed dates to work on the highway from the County Council and comply with any statutory notices and notice periods. Unless otherwise agreed in writing the Developer shall give the County Council 3 months written notice of its intention to commence work on the highway and complete the Works within a period of 4 weeks, using a contractor the County Council (acting reasonably) deems to be appropriately qualified.
- 4.2 Before commencement of construction of the Works the Developer shall obtain such consents, licences or permissions as may be required for carrying out the Works and shall comply with these and for the avoidance of doubt these include but are not limited to the usual requirements of the New Roads and Street Works Act 1991 and consulting with statutory undertakers further the Developer shall if necessary obtain any consents and permissions from any railway, canal, inland navigation, dock or harbour undertakers and obtain the consent of the Developer to enter and carry out works on his land.
- 4.3 The Developer shall not carry out any works except in accordance with the approved drawing/s ('the Drawing/s') approved in Schedule 1.
- 4.4 The Developer shall prior to commencing construction of the Works pay all current outstanding costs incurred by the County Council in relation to design check fees, project management and inspection, legal fees, and costs in respect of approval of the design and certification of street lighting and illuminated equipment by the County Council's PFI provider

5 Cash deposit and fees

- 5.1 The Cash Deposit ('Cash Deposit') in the sum of TWENTY THREE THOUSAND SEVEN HUNDRED AND TWENTY SIX POUNDS AND TWELVE PENCE (£23,726.12) shall be paid by the Developer to the



NOTES

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GENERAL NOTES

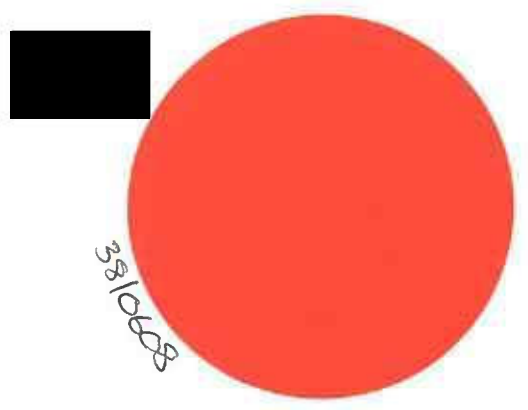
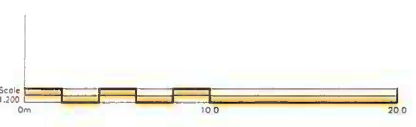
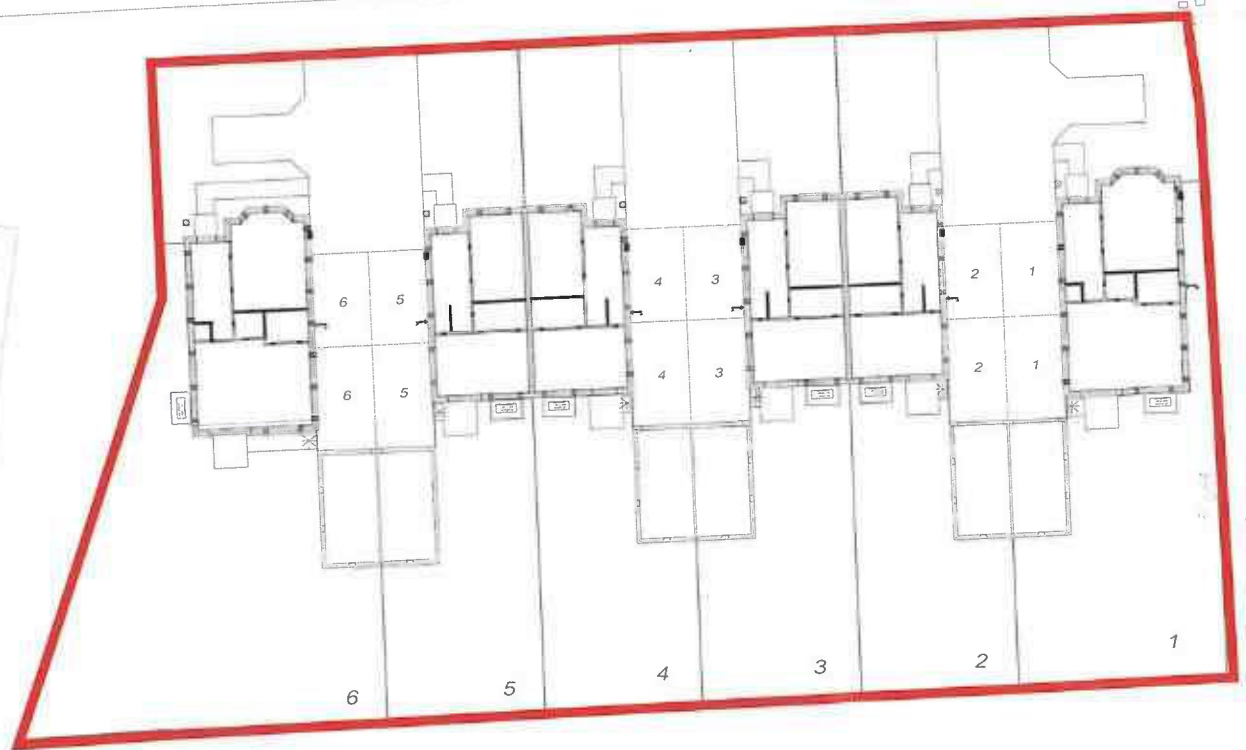
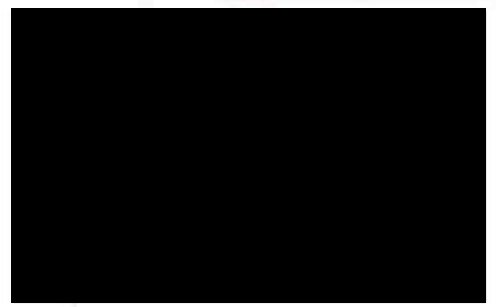
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KEY TO HEALTH AND SAFETY SYMBOLS

THESE NOTES ARE BASED ON THE USE OF EXPERIENCED AND COMPETENT CONTRACTORS CARRYING OUT THE WORK USING AN APPROVED SAFE METHOD OF WORKING

- INDICATES A RESIDUAL RISK REQUIRING A COMPULSORY ACTION
- INDICATES A RESIDUAL RISK REQUIRING A PROHIBITIVE ACTION
- INDICATES A RESIDUAL RISK AS A WARNING
- INDICATES A RESIDUAL RISK FOR INFORMATION

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LEGEND

SITE BOUNDARY

P01	13.01.2025	PRELIMINARY ISSUE FOR COMMENT	TA
Rev.	Date	Description	By

ARCH ASSOCIATES

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admin@archassociates.co.uk
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Client:
IMPERIAL HOMES

Architect:
AAP ARCHITECTURE

Project title:
COWPLAIN SCHOOL
HART PLAIN AVENUE
WATERLOOVILLE

Drawing title:
SECTION 278.
SITE LOCATION PLAN.

Scale	Paper size	Date	Drawn by	Checked by	Status
1:200	A1	JAN 2025	TA	CH	S3

Name
Project code

Original Functional Status Form Number Revision
AAL395-AAL-EW-XX-DP-C-2784-P01

County Council on the date hereof and returned to the Developer in phases with 70% being returned on the issue of the Certificate of Completion ('Certificate of Completion') with a minimum of five thousand pounds (£10,000) retained and the remaining balance being returned on the issue of the Certificate of Maintenance ('Certificate of Maintenance') together with any accrued interest. If the Developer fails at any time to carry out or observe any of the terms of this Agreement or a Default Event occurs (as set out in Schedule 2) the County Council shall initially use the Cash Deposit to fully reimburse the County Council in respect of any fees costs and expenses it has incurred further any fees costs and expenses incurred over and above the Cash Deposit limit shall be recoverable from the Developer and any costs monies fees due to the County Council shall be paid by the Developer within 21 days of written demand.

6 Indemnity and insurance

- 6.1 The Developer shall indemnify the County Council in respect of any third parties actions claims fees charges expenses proceedings or demands which may arise out of or in connection with or incidental to the carrying out of the Works and until the County Council assumes responsibility for the Works following issue of the Certificate of Maintenance.
- 6.2 The Developer shall also indemnify the County Council in respect of all costs associated with its responsibilities and all claims under the Land Compensation Act 1973 and regulations made thereunder (including claims the County Council determine should be met under the Noise Insulation Regulations 1975) arising out of the use of the Works.
- 6.3 The Developer shall be insured against public liability risks for a sum of at least £10 million in respect of any one claim and shall ensure that any person or persons carrying out the Works on its behalf is similarly insured against public liability risks and a copy of the insurance policy and receipts for the premiums paid shall on request by the County Council be produced for inspection.

7 Construction of the Works

- 7.1 The Developer shall minimise obstruction to vehicle and pedestrian traffic and sign and guard the Works in accordance with chapter 8 (Parts 1 and 2) of the Traffic Signs Manual 2009 and chapter 8 (Part 3) of the Traffic Signs

Manual 2016 as modified extended amended supplemented or revised including any replacement thereof.

- 7.2 The Developer shall provide a traffic management plan if required by the County Council.
- 7.3 The Developer shall not interfere with any drain, culvert, gully, bridge, wall or other highway structure without the consent of the County Council and shall not close any part of the highway unless the County Council has agreed previously.
- 7.4 The Developer shall carry out the Works as contractor for the County Council in a good and workman like manner and in accordance with the Drawings and any agreed specification within the period specified and to the satisfaction of the County Council. The Developer shall comply with all relevant legislation.
- 7.5 The Developer shall, during the carrying out of the Works, give access at any time to the County Council and any authorised officer for the purposes of inspections.

8 Completion of the Works

- 8.1 The Developer shall notify the County Council of completion of the Works and if these have been completed to the County Council's satisfaction, a Certificate of Completion shall be issued and from that date the maintenance period ('Maintenance Period') of at least 12 calendar months shall commence during which time the Developer shall be responsible for the correction of any defects and maintaining the Works.

9 Prior to issue of Certificate of Completion

- 9.1 Prior to issue of the Certificate of Completion the Developer shall ensure all outstanding fees have been paid including design check fees, project management, fee for 4 bollards and inspection and further provide to the County Council all necessary drawings, health and safety certificates, street lighting certificates, site road safety audits, CCTV Drain Survey, and any other documentation the County Council requires.

10 Completion of Maintenance Period

- 10.1 On completion of the Maintenance Period, the Developer shall notify the County Council who shall re-inspect and notify the Developer of any required remedial works. Once these have been carried out to the County

Council's satisfaction and all outstanding fees have been paid including design check fees, project management and inspection the County Council shall issue a Certificate of Maintenance and from that time the County Council shall assume responsibility for maintenance of the Works.

11 Payments due

11.1 Where any payment due to the County Council under this Agreement is outstanding the Developer covenants with the County Council that the Developer shall pay all outstanding payments to the County Council within ten working days of the County Council's written demand ('the Demand') as well as the interest at a rate of 4% per annum above the base lending rate of the HSBC at the date of the Demand on the sum outstanding from the due date under this Agreement until the actual date of payment to the County Council.

11.2 The Developer will pay the County Council the development control fee totalling £500 (FIVE HUNDRED POUNDS) only on the date hereof

12 General

12.1 In no event shall any delay, neglect or forbearance on the part of the County Council in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver of that provision or any other provision or shall in any way prejudice the right of that party under this Agreement.

This Agreement including any Schedules and Appendices and Drawings has been executed as a Deed by the parties and is delivered and takes effect on the date stated at the beginning of it.

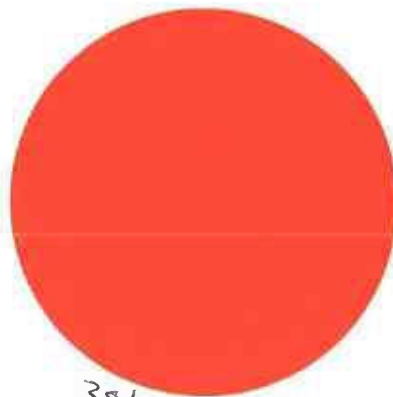
Executed as a Deed by affixing the
Common Seal of **Hampshire**
County Council in the presence of



Authorised Signatory

Name *ADRIAN OWEN*

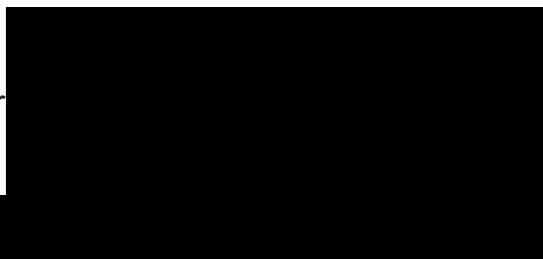
Position *Authorised Officer*



38/0608

Executed as a Deed by
Imperial Homes Southern Counties Limited
in the presence of

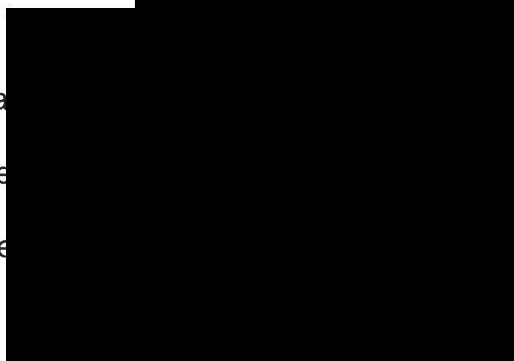
Director



Witness signature

Witness name

Witness address



Schedule 1 – The Works

The Works shown on Drawing/s AAL395-AAL-EW-XX-DP-C-2781 Rev P03 and AAL395-AAL-EW-XX-DP-C-2782-P05 attached hereto shall comprise:

Three new vehicle crossovers to new private driveways and the relocation of an uncontrolled crossing together with such ancillary works as may be required by the County Council which ancillary works may include inter alia the provision of street lighting traffic signs carriageway markings footways street furniture and drainage and any necessary alterations to statutory undertakers equipment provided that if the Department for Transport Technical Design Standards, Advice or HCCs Technical Guidance is amended after the date of this Deed the County Council shall be at liberty to review the Works and require any amendments deemed necessary to ensure that the Works comply with the revised standards and advice

Schedule 2 – Default Event

A Default Event shall mean any of the following events or occurrences where the Developer is a

1 Corporation:

- 1.1 it has an administrative receiver or receiver appointed over the whole or part of the Developer's assets or suffers the appointment of an administrator; or
- 1.2 any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Developer; or
- 1.3 an application is made for an administration order in relation to the Developer; or
- 1.4 an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice is given of an intention to appoint an administrator by the Developer or its directors, or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 1.5 a receiver or manager is appointed in relation to any property or income of the Developer; or
- 1.6 a liquidator is appointed in respect of the Developer; or
- 1.7 a voluntary winding-up of the Developer is commenced, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- 1.8 a petition is made for a winding-up order for the Developer; or
- 1.9 the Developer is struck-off from the Register of Companies; or
- 1.10 the Developer otherwise ceases to exist.

2 An individual:

- 2.1 the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Developer; or
- 2.2 the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Developer



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Hart Plain Avenue

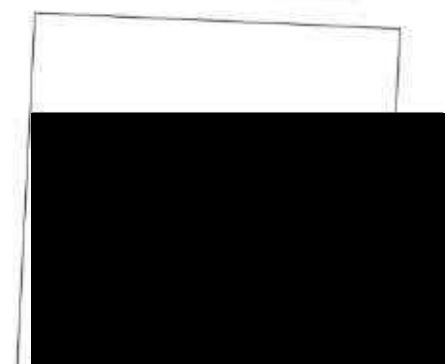
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SITE LOCATION MAP
(SCALE 1:100000A1)

PO3	13.01.2025	UPDATED TO SUIT HCC COMMENTS	TA
PO2	15.10.2024	UPDATED TO SUIT HCC COMMENTS	TA
Rev.	Date	Description	By

 ARCH ASSOCIATES

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Client
IMPERIAL HOMES

Architect
AAP ARCHITECTURE

Project title
COWPLAIN SCHOOL
HART PLAIN AVENUE
WATERLOOVILLE

Drawing title
SECTION 278,
AGREEMENT LAYOUT.

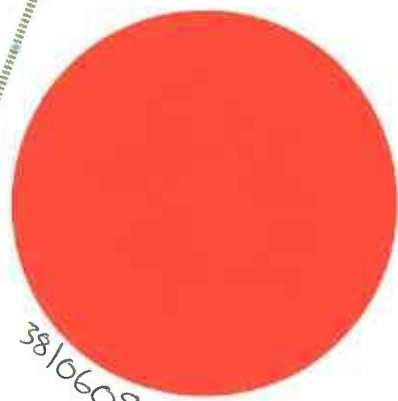
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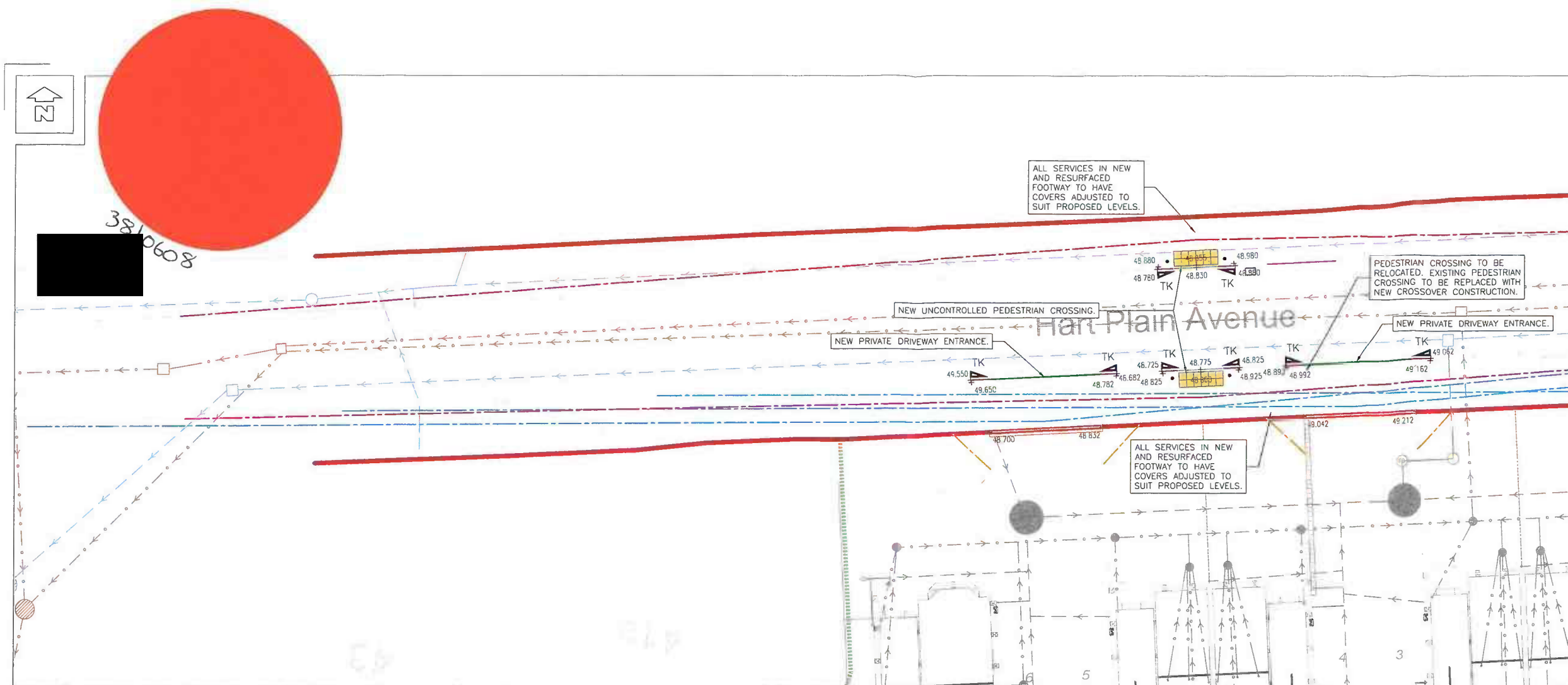
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LEGEND

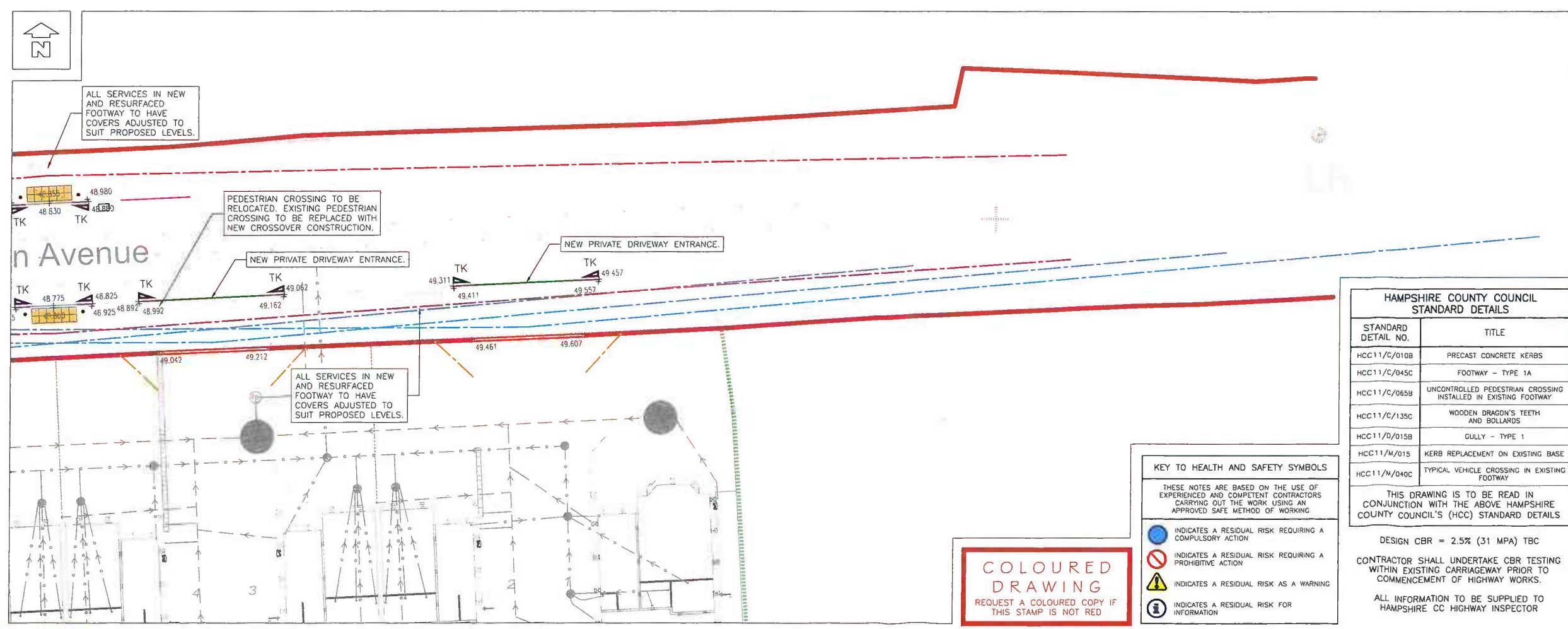
- S278 FOOTWAY WORKS
- EXISTING HIGHWAY BOUNDARY
- SITE BOUNDARY

Scale 1:100
0m 5.0 10.0





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- LEGEND
- EXISTING HIGHWAY BOUNDARY
 - HB2 KERB / PC1 - 100mm UPSTAND (TO HCC11/C/010B)
 - PC3 / BN KERB - 25mm UPSTAND (TO HCC11/C/010B)
 - PC4 / BN KERB - 0mm UPSTAND (TO HCC11/C/010B)
 - EF EDGING
 - UNCONTROLLED PEDESTRIAN CROSSING WITH BLISTER TACTILE PAVING FLAGS - HCC11/C/065B
 - TRANSITION KERB
 - PEDESTRIAN FLEXIBLE CONSTRUCTION HCC11/C/045C - TYPE 1A
 - FLEXIBLE PEDESTRIAN CONSTRUCTION VEHICLE CROSSOVER - HCC11/M/40B
 - FOOTWAY RESURFACING
 - PLASTIC BOLLARD - HCC11/C/135C
 - PROPOSED SURFACE WATER DRAINAGE
 - PROPOSED FOUL WATER DRAINAGE
 - EXISTING SURFACE WATER SEWER TO BE RETAINED
 - EXISTING FOUL WATER SEWER TO BE RETAINED
 - 2.4m x 55m VISIBILITY SPY
 - 1.5m x 55m VISIBILITY SPY
 - 2m x 2m PEDESTRIAN/VEHICLE INTERVISIBILITY AT VEHICLE



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HAMPSHIRE COUNTY COUNCIL STANDARD DETAILS	
STANDARD DETAIL NO.	TITLE
HCC11/C/010B	PRECAST CONCRETE KERBS
HCC11/C/045C	FOOTWAY - TYPE 1A
HCC11/C/065B	UNCONTROLLED PEDESTRIAN CROSSING INSTALLED IN EXISTING FOOTWAY
HCC11/C/135C	WOODEN DRAGON'S TEETH AND BOLLARDS
HCC11/D/015B	GULLY - TYPE 1
HCC11/M/015	KERB REPLACEMENT ON EXISTING BASE
HCC11/M/040C	TYPICAL VEHICLE CROSSING IN EXISTING FOOTWAY

DESIGN CBR = 2.5% (31 MPA) TBC

CONTRACTOR SHALL UNDERTAKE CBR TESTING WITHIN EXISTING CARRIAGEWAY PRIOR TO COMMENCEMENT OF HIGHWAY WORKS.

ALL INFORMATION TO BE SUPPLIED TO HAMPSHIRE CC HIGHWAY INSPECTOR

ARCH ASSOCIATES

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admin@archassociates.co.uk
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Client: IMPERIAL HOMES

Architect: AAP ARCHITECTURE

Project title: COWPLAIN SCHOOL
HART PLAIN AVENUE
WATERLOOVILLE

Drawing title: SECTION 278,
ENGINEERING LAYOUT.

Scale	Paper size	Date	Drawn by	Checked by	Status
1:125	A1	JUN 2024	TA	CH	S3

Name: Project code: Originator: Functional: Serial: Form: Number: Revision:

AAL395-AAL-EW-XX-DP-C-2782-P05