

DATED 18th September 2024

(1) THE COUNCIL OF THE BOROUGH OF HAVANT

and

(2) HAMPSHIRE COUNTY COUNCIL

and

(3) HARGREAVES PROPERTIES LIMITED

AGREEMENT

Under Section 106 Town and Country Planning Act 1990

relating to Land known as Waterloo Park, Elettra Avenue, Waterlooville

Ref: RB/012648

THIS AGREEMENT is made on

18th September

2024

BETWEEN:

1. **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza, Civic Centre Road, Havant, PO9 2AX ("**the Borough Council**");
2. **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire, SO23 8UJ ("**the County Council**"); and
3. **HARGREAVES PROPERTIES LIMITED** (Co. Regn. No. 00794877) of Kingston Manor, Kingston Lane, Kingston Gorse, East Preston, Littlehampton West Sussex, BN16 1RR ("**the Owner**").

BACKGROUND

- (A) For the purposes of the Act, the Borough Council and the County Council are the local planning authorities for the area within which the Land is situated.
- (B) The County Council is also the Local Highway Authority for Hampshire (save for trunk roads and special roads) and the Transport Authority for Hampshire for the purposes of the 1985 and 2000 Transport Acts.
- (C) The Owner is the registered freehold owner of the whole of the Land, which is registered with HM Land Registry under title number HP220402
- (D) The Owner has submitted the Application for the Development to the Borough Council.
- (E) The Owner enters into this Agreement in anticipation that the Planning Permission shall be granted subject to the Owner entering into this Agreement which makes provision for regulating the Development and securing the matters referred to herein.
- (F) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Borough Council and the County Council against the Owner and its successors in title.

The parties agree as follows:

1 DEFINITIONS

From the date of this Agreement unless the context otherwise requires, the following definitions apply:

"Act"	means the Town and Country Planning Act 1990.
"Agreement"	means this deed of agreement.
"Application"	means the application to the Borough Council for planning permission for the Development allocated reference number APP/21/00399
"Borough Council Legal Costs"	means the Borough Council's reasonable and proper legal costs in connection with the preparation of the Agreement

not exceeding £5,500 (five thousand and five hundred pounds sterling)

“Commencement”

means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is begun other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance or surveys, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions and contamination, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, the erection of enclosure for the purposes of site security and “Commence” and similar expressions shall be construed accordingly.

“County Council Legal Costs”

means the County Council's reasonable and proper legal costs in connection with the preparation of the Agreement

“County Council Monitoring Fee”

means the sum of £6,500 (six thousand five hundred pounds sterling) being a contribution towards the costs incurred by the County Council in connection with the monitoring of obligations in this Agreement

“Development”

means the development of the Land pursuant to the Planning Permission for the erection of a discount food store (Unit A), drive through coffee shop and drive-through restaurant (Unit B and Unit C) with associated car parking, service yard, landscaping, means of access and associated infrastructure.

“Director”

means the Director of Hampshire 2050 and/or Universal Services (as the case may be) at the County Council or his appointed representative for the time being or successor

“Expert”

means an independent and suitable person holding appropriate professional qualifications and of at least 10 years' post qualification experience in the area of expertise relevant to the dispute and appointed in accordance with the provisions of clause 11, to determine a dispute.

“Framework Travel Plan”

means the framework travel plan agreed by the County Council prepared by David Tucker Associates dated 23 March 2021 and submitted with the Application and attached to this Agreement.

“HBC Monitoring Fee”

means the sum of £1,692 as a contribution towards the costs incurred by the Borough Council in the provision of a suitably qualified and experienced person whose function is to monitor, coordinate and enforce the obligations contained within this Agreement.

“Head of Legal Services”

means the Head of Legal Services at the Borough Council or the County Council (as appropriate) or his/her appointed representative for the time being or any successor.

“Highways Agreement”	means an agreement or agreements for the Highway Works to be entered into by the Owner (at the Owner's expense) with the County Council pursuant to (inter alia) section 278 and/or section 38 of the Highways Act 1980 in a form to be agreed with the satisfaction of the County Council to provide for the construction of the Highway Works by the Owner at the Owner's expense.
“Highway Works”	means the works providing vehicular and pedestrian access at Elettra Avenue as shown in principle on plan reference 19235-08-GA Rev P annexed to this Deed to be constructed by the Owner at the Owner's expense and as agreed pursuant to the terms of a Highways Agreement.
“Highway Works Completion Certificate Standard”	means the completion of the Highway Works to the satisfaction of the County Council as evidenced by the issue of a certificate of completion for the Highway Works constructed under section 278 agreement or the issue of a part 2 certificate for the Highway Works constructed under a section 38 agreement.
“Index”	means the All Items Index of Retail Prices published by the Office of National Statistics (or amendment or replacement thereof).
“Index Linked”	means increased in accordance with the following formula: Amount payable = the payment specified in this Agreement x (A/B) where: A = the last figure published for the Index that applied for the month immediately preceding the date that payment of such sum was made B = the figure published for the Index in October 2021.
“Interest”	means interest at 4% above the base lending rate of the Barclays Bank PLC from time to time.
“Land”	means the land known as land at Waterloo Park, Elettra Avenue, Waterloo and registered at the Land Registry with title number HP220402 and shown edged red on Plan 1.
“Occupation”	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupy” and “Occupiers” shall be similarly construed.
“Plan 1”	means the plan attached to this Agreement and labelled “Location Plan” with drawing number PL_001 Rev P2.

"Plan 2"	means the plan annexed to this Agreement with reference 21A77-HNW-ZZ-ZZ-DR-A-2100 Rev P14 identifying Unit A, Unit B and Unit C
"Planning Permission"	means the planning permission to be granted pursuant to the Application
"Roundabout Improvement Contribution"	means the sum of £60,000 (SIXTY THOUSAND POUNDS) Index Linked from and including October 2021 as a contribution to be paid by the Owner to the County Council towards an improvement scheme shown in principle on drawing number 19235-02 Revision 1 at the Hambledon Road/Milton Road roundabout or such other scheme the County Council determines in its absolute discretion will deliver the same purpose.
"Travel Plan"	means a travel plan for each Unit within the Development substantially in the form of the Framework Travel Plan
"Travel Plan Approval Fee"	means the total sum of £4,500 (four thousand five hundred pounds) for all three Units (being the equivalent sum of £1,500 (ONE THOUSAND FIVE HUNDRED POUNDS) per Unit) towards the costs incurred by the County Council in the approval of the Travel Plan for each Unit.
"Travel Plan Cash Security"	means a cash deposit payable to the County Council in respect of each Unit within the Development being the sum of the cost of monitoring implementation and compliance with the targets/measures of the Travel Plan for the relevant Unit within the Development plus 10%.
"Travel Plan Co-ordinator"	means the person or persons appointed by the Owner to be responsible for monitoring, implementation and performance of each Travel Plan.
"Travel Plan Monitoring Fee"	means the sum of £15,000 (FIFTEEN THOUSAND POUNDS) (payable in five instalments being the equivalent of THREE THOUSAND POUNDS (£3,000) per annum for a total of five (5) years) towards the costs incurred by the County Council in monitoring and reviewing the Travel Plan.
"Toucan Crossing Contribution"	means the sum of £150,000 (ONE HUNDRED AND FIFTY THOUSAND POUNDS) as a contribution towards the implementation of the Toucan Crossing Works on Hambledon Road to be paid by the Owner to the County Council in two instalments of £75,000 in accordance with paragraph 2.1 of Schedule 3 of this Agreement
"Toucan Crossing Works"	means the implementation by the County Council of a toucan crossing on Hambledon Road as shown in on drawing number CJ008981-ECH-GEN-17024883-DR-HE-0003 S2 Rev P01

"Unit A"	means that part of the Land shown and marked as Unit A (comprising a discount food store) as shown for indicative purposes on Plan 2
"Unit B and C"	means that part of the Land shown and marked as Unit B and Unit C (comprising two drive through units) as shown for indicative purposes on Plan 2
"Unit"	means any one of the individual units identified as Unit A and Unit B and Unit C within the Development on Plan 2 and "Units" shall be construed accordingly.
"Working Day"	means a day other than a Saturday or Sunday or public holiday in England.

2 INTERPRETATION

- 2.1 The clause headings in this Agreement are for reference only and do not affect its construction or interpretation.
- 2.2 References to clauses and Schedules are to the clauses and Schedules of this Agreement, unless stated otherwise.
- 2.3 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.
- 2.4 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.
- 2.5 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.
- 2.6 Unless this Agreement states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.
- 2.7 References to the Land include any part of it.
- 2.8 References to any party in this Agreement include the successors in title of that party and to any person deriving title through or under that party and any references to the Borough Council and the County Council include any successor local planning authority exercising planning powers under the Act.
- 2.9 References to "including" mean "including, without limitation".
- 2.10 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.11 Where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually.
- 2.12 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement shall be unaffected.

- 2.13 Whenever this Agreement requires the agreement approval confirmation consent or similar of the parties such agreement approval confirmation consent or similar is not to be unreasonably withheld or delayed and the parties shall take a reasonable approach.

3 STATUTORY PROVISIONS

- 3.1 This Agreement is made by deed pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011.
- 3.2 To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of those sections of the Act and the obligations contained in Schedules 1 to 3 are enforceable by the Borough Council and/or the County Council (as appropriate).as local planning authorities and in respect of the County Council as local highway authority.
- 3.3 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.
- 3.4 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Borough Council or the County Council of any of their statutory powers, functions or discretions in relation to the Land or otherwise.

4 COMMENCEMENT OF AGREEMENT

- 4.1 With the exception of clauses 1, 2, 3, 4, 7, 9, 10, 11, 12, 16, 17, 18, 19 and 20, which shall come into effect on the date hereof, this Agreement is conditional upon:
- 4.2 the grant of the Planning Permission; and
- 4.3 the Commencement of Development,
- provided that this shall not prejudice any covenant by the Owner to discharge any obligation prior to the Commencement of Development.

5 OWNER'S COVENANTS

The Owner covenants with the Borough Council and the County Council to comply, observe and perform the obligations as set out in this Agreement.

6 BOROUGH COUNCIL AND COUNTY COUNCIL COVENANTS

The Borough Council and the County Council covenant with the Owner to comply, observe and perform their respective obligations as set out in this Agreement.

7 REGISTRATION

This Agreement is a Local Land Charge and shall be registered as such by the Borough Council.

8 LIABILITY

- 8.1 No party shall be liable for any breach of a covenant, restriction or obligation contained in this Agreement after parting with all of its interest in the Land or the part of the Land to which such breach relates except in respect of any breach subsisting prior to parting with such interest.

- 8.2 No obligations contained in this Agreement shall be binding on any land held by any of the statutory undertakers for their statutory functions.

9 NOTICES

- 9.1 The Owner agrees to give the Borough Council written notice within 10 Working Days of any change in ownership of any of its interests in the Land occurring before all the obligations under this Agreement have been discharged and such notice shall give details of:

9.1.1 the transferee's full name;

9.1.2 registered office where the transferee is a company; and

9.1.3 usual address where the transferee is not a company,

together with details of the area of the Land or unit of occupation transferred by reference to a plan.

- 9.2 Any notice, demand or any other communication to be given under or in connection with this Agreement shall be in writing and will be effective only if delivered by hand or sent by recorded delivery to the party due to receive the notice, demand or communication.

- 9.3 Any notice, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service and in the case of service upon the Borough Council and the County Council shall be marked for the attention of the Head of Legal Services.

- 9.4 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means shall be treated as having been served:

9.4.1 if delivered by hand, at the time of delivery; or

9.4.2 if sent by recorded delivery, at the time delivery was signed for.

- 9.5 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it shall be treated as having been served on the next Working Day.

- 9.6 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

10 COSTS OF THIS AGREEMENT

- 10.1 Upon completion of this Agreement the Owner shall pay:

10.1.1 to the Borough Council the Borough Council Legal Costs; and

10.1.2 to the County Council the County Council Legal Costs in connection with the preparation, negotiation and completion of this Agreement together with the Director's costs in the sum of £2,600 and County Council Monitoring Fee.

11 DETERMINATION OF DISPUTES

- 11.1 Subject to clause 11.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other not less than 10 Working Days written notice requiring the dispute to be determined under this clause 11. The notice shall propose an appropriate Expert and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 11.2 Any dispute over the appointment of the Expert appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society of England and Wales who will have the power, with the right to take such further advice as he may require, to determine the appropriate Expert and to arrange his nomination.
- 11.3 The Expert shall act as an independent expert and:
- 11.3.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;
 - 11.3.2 each party shall have a further 10 Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 11.3.3 the Expert shall be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 11.3.4 the Expert shall not take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;
 - 11.3.5 the Expert shall have regard to all representations and evidence before him when making his decision, which shall be in writing, and shall give reasons for his decision; and
 - 11.3.6 the Expert shall use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.
- 11.4 Responsibility for the costs of referring a dispute to an Expert under this clause 11, including costs connected with the appointment of the Expert and the Expert's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Expert.
- 11.5 The Expert's decision shall be final and binding upon the parties save in respect of any decision which is founded upon manifest error or fraud.
- 11.6 This clause 11 does not apply to disputes touching or concerning the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.
- 11.7 The provisions of this clause 11 shall not affect the ability of the Borough Council or County Council to apply for and be granted declaratory relief injunction specific performance payment of any sum damages or any other means of enforcing this Agreement and consequential and interim orders and relief.

12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 12.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not made for the benefit of nor shall any of its provisions be enforceable by any person other than the parties to this Agreement and their successors in title.

13 INDEXATION

- 13.1 The Roundabout Improvement Contribution payable to the County Council under this Agreement shall be Index Linked. For the avoidance of doubt the Toucan Crossing Contribution shall not be Index Linked.
- 13.2 Where reference is made to the Index and that Index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or in the event the Index is not replaced, to an alternative reasonably comparable basis or index as the County Council shall advise the Owner in writing.

14 INTEREST

If any sum due under this Agreement is paid late Interest will be due from the date payment is payable until the date of payment.

15 VAT

The parties to this Agreement acknowledge and agree the financial contributions in this Agreement are not subject to VAT and no VAT should be charged or recoverable in addition to the amount of the financial contributions specified in the Agreement.

16 WAIVER

No failure or delay by the Borough Council or County Council to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver (whether express or implied) for any breach or default by the Owner in performing or observing any of the covenants, restrictions or obligation contained in this Agreement. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17 TERMINATION

- 17.1 The obligations in this Agreement (with the exception of clause 10) shall cease to have effect if before Commencement of the Development the Planning Permission:
- 17.1.1 expires;
 - 17.1.2 is varied or revoked other than at the request of the Owner; or
 - 17.1.3 is quashed following a successful legal challenge.

18 FUTURE PERMISSIONS

- 18.1 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 18.2 This Agreement shall (unless the parties agree otherwise) apply to any planning permission subsequently granted by the Borough Council under section 73 or 73A of the Act which permits non-compliance with any of the conditions attached to the Planning Permission or subsequent permission granted under such powers (a "Subsequent Permission") and the Planning Permission shall be construed to include the development as stated in any Subsequent Permission unless otherwise required by the Borough Council, or the circumstances in clause 17.1.2 arise.

19 PRIOR EXPENDITURE

If prior to the receipt of any of the Roundabout Improvement Contribution payable pursuant to the terms of this Agreement the County Council incurs any expenditure in providing additional facilities to which it was intended to apply the Roundabout Improvement Contribution (or in consequence of arranging for the provision thereof) by the letting of a contract or otherwise including any design costs whether in anticipation of or as a result of the Development then the County Council may immediately following receipt of the Roundabout Improvement Contribution deduct there from a sum equivalent to such expenditure incurred and for the avoidance of doubt it is hereby further agreed that such proportion of the Roundabout Improvement Contribution shall not be the subject of any requirement to repay or account for it or any interest accrued thereon pursuant to the terms of this Agreement and that such monies shall be and remain the property of the County Council and shall not be bound by the terms of this Agreement.

20. JURISDICTION

- 20.1 This Agreement shall be governed by and interpreted in accordance with the laws of England.
- 20.2 Subject to clause 11, the Courts of England shall have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

SCHEDULE 1

Travel Plan

The Owner covenants as follows with the County Council:

1 TRAVEL PLAN

- 1.1 Prior to Commencement of Development to pay to the County Council the Travel Plan Approval Fee and not to Commence or permit Commencement of the Development (or any part thereof) unless and until the Travel Plan Approval Fee has been paid to the County Council.
- 1.2 Not to Occupy or permit Occupation of any Unit within the Development (or any part thereof) unless and until the Owner has paid £3,000 (three thousand pounds) as the first instalment of the Travel Plan Monitoring Fee to the County Council and to pay four further instalments of the Travel Plan Monitoring Fee, each of £3,000 (three thousand pounds), to the County Council on or before each subsequent anniversary of first Occupation of the Development.
- 1.3 Not to Occupy nor permit Occupation of any Unit within the Development (or any part thereof) until it has prepared and secured the written approval of the County Council of a Travel Plan for that Unit.
- 1.4 If, following submission by the Owner of Travel Plan for any Unit within the Development to the County Council, reasonable amendments to the Travel Plan are proposed by the County Council within the timeframe set out in paragraph 1.5.1 or 1.5.2 (as appropriate), the Owner shall, not more than twenty Working Days after receiving the County Council's proposed amendments, revise the draft Travel Plan taking account of the County Council's proposed amendments and submit an amended draft Travel Plan for the County Council's approval. Subject to paragraph 1.5 below, the procedure set out in this paragraph 1.4 shall be repeated until such time as the Travel Plan is approved (or deemed approved) by the County Council.
- 1.5 The Travel Plan shall be deemed to have been approved in writing for the purposes of paragraph 1.1 where:
 - 1.5.1 the County Council has not approved or proposed amendments to the draft Travel Plan within three months of its first submission; or
 - 1.5.2 where the Owner has submitted a revised Travel Plan pursuant to paragraph 1.4 above, the County Council has not approved or proposed amendments to the Travel Plan within two months of its submission.
- 1.6 Notwithstanding the provisions of paragraphs 1.3 and 1.4 above, the County Council shall use all reasonable endeavours to provide its comments on any iteration of the Travel Plan as soon as reasonably practicable following its receipt from the Owner.
- 1.7 Not to Occupy or permit Occupation of any Unit within the Development (or any part thereof) unless and until:
 - 1.7.1 a suitably qualified Travel Plan Co-ordinator has been appointed at the Owner's expense in respect of the Travel Plan for that Unit;
 - 1.7.2 the contact details of the relevant Travel Plan Co-ordinator have been provided to the County Council.
- 1.8 To notify the County Council of any changes in the nomination or responsibilities of any Travel Plan Co-ordinator within a reasonable timeframe.

- 1.9 To use all reasonable endeavours to procure that each Travel Plan Co-ordinator carries out his responsibilities and duties in accordance with the approved Travel Plan for the relevant Unit.
- 1.10 To retain a Travel Plan Co-ordinator for each Unit for a continuous period of five (5) years from first Occupation of the relevant Unit within the Development.
- 1.11 Following Occupation of the relevant Unit of the Development (or any part thereof), the Owner shall implement and comply with the relevant approved or deemed approved Travel Plan in accordance with the requirements and timetable / period of operation of that approved or deemed approved Travel Plan and shall use reasonable endeavours to achieve the measures and/or targets set out therein.
- 1.12 Not to Occupy nor permit Occupation of any Unit within the Development (or any part thereof) unless and until it has provided to the County Council the Travel Plan Cash Security for the relevant Unit in the Development to the effect that if in the opinion of the County Council acting reasonably the Owner unreasonably fails at any time within five years of first Occupation of the relevant Unit within the Development to deliver the agreed measures and/or targets and/or comply with any or all of the measures and/or targets contained within the approved Travel Plan for the relevant Unit within the Development the County Council shall withdraw from the Travel Plan Cash Security as appropriate such sum as may be certified by the Director to be required up to the amount of the Travel Plan Cash Security in order to remedy the failure to achieve and implement the agreed measures and/or targets contained within the approved Travel Plan for the relevant Unit within the Development or such alternative measures as the Director in his absolute discretion determines will at no greater cost to the Owner achieve the overall aims of the Travel Plan for the relevant Unit in the Development.
- 1.13 That it will in relation to each Unit within the Development include in any tenant's lease or occupier's license of any part or parts of that Unit a covenant that the tenant or occupier will implement the Travel Plan in respect of the relevant Unit and further that it will use all reasonable endeavours to enforce such obligations against any such tenant or occupier.
- 1.14 That within 20 working days of the letting of any Unit within the Development (or any part thereof) it will procure the delivery to the County Council of a notice giving the following details:
- 1.14.1 the name and address of the tenant;
 - 1.14.2 a description of the premises demised;
 - 1.14.3 the length of the term; and
 - 1.14.4 a sufficient extract of the lease setting out the terms of the covenant expressed in favour of the County Council in relation to the Travel Plan for that Unit within the Development.

SCHEDULE 2

MISCELLANEOUS

The Owner covenants as follows:

1 COMMENCEMENT OF DEVELOPMENT

- 1.1 To give to the Borough Council and the County Council not less than ten Working Days' written notice of their intention to Commence Development.

2 MONITORING FEE

- 2.1 Not to Commence or permit Commencement of the Development unless and until the HBC Monitoring Fee has been paid to the Borough Council.

3 SUBMISSION OF DOCUMENTS

- 3.1 To provide when submitting documents or details to the Borough Council and/or County Council pursuant to the Schedules of this Agreement a reference to the relevant Planning Permission, the date and parties to this Agreement, and the paragraph and Schedule under which approval is sought, together with a statement of the date by which a decision must be given by the relevant council.

SCHEDULE 3

HIGHWAYS OBLIGATIONS

The Owner covenants with the County Council as follows:

1 HIGHWAY WORKS

- 1.1 Prior to the Commencement of Development to enter into a Highways Agreement for the Highway Works and not to Commence or permit Commencement of Development until the Owner has so entered into a Highways Agreement with the County Council.
- 1.2 To complete the Highway Works in accordance with the Highways Agreement to Highway Works Completion Certificate Standard prior to Occupation of the Development and not to Occupy or permit Occupation of the Development until the Highway Works have been completed in accordance with the Highways Agreement to Highway Works Completion Certificate Standard.

2 HIGHWAYS CONTRIBUTION

- 2.1 The Owner covenants to pay the Toucan Crossing Contribution to the County Council in the following instalments as follows:
 - 2.1.1 To pay the first instalment of 50% (£75,000) of the Toucan Crossing Contribution prior to the Commencement of the Development and not to Commence or allow Commencement of the Development until the first instalment of 50% (£75,000) of the Toucan Crossing Contribution has been paid to the County Council; and
 - 2.1.2 To pay the second instalment of 50% (£75,000) of the Toucan Crossing Contribution to the County Council prior to first Occupation of the Development and not to Occupy or permit the Occupation of the Development unless and until the second installment of £75,000 of the Toucan Crossing Contribution has been paid.
- 2.2 The Owner covenants to pay to the County Council the Roundabout Improvement Contribution prior to Commencement of Development and not to Commence or allow Commencement of Development until the Roundabout Improvement Contribution has been paid to the County Council.

SCHEDULE 4
BOROUGH COUNCIL'S COVENANTS

1. BOROUGH COUNCIL'S COVENANTS

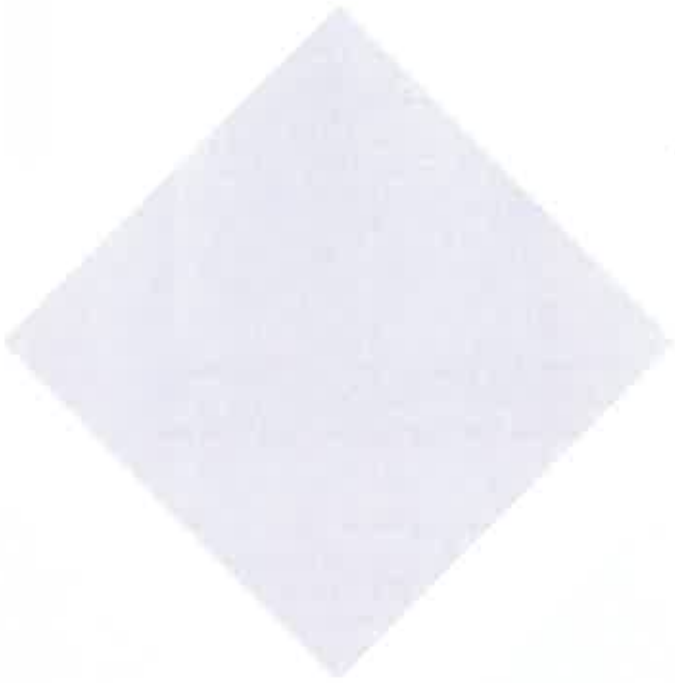
The Borough Council covenants with the Owner as follows:

- 1.1. To use the HBC Monitoring Fee for the purposes specified in this Agreement or such other purposes for the benefit of the Development as the Owner and the Borough Council shall agree in writing.
- 1.2. Following receipt of a written request to do so to repay to the person who paid the HBC Monitoring Fee, such amount of that contribution which remains unspent or is not committed for expenditure (and money shall be deemed to be expended if the Borough Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) on the tenth anniversary of the date of receipt by the Borough Council of such contribution.

SCHEDULE 5
COUNTY COUNCIL'S COVENANTS

1. The County Council covenants with the Owner as follows:

- 1.1. To use the Travel Plan Approval Fee, the Travel Plan Monitoring Fee, the Roundabout Improvement Contribution and the Toucan Crossing Contribution for the purposes specified in this Agreement or such other purposes for the benefit of the Development as the Owner and the County Council shall agree in writing.
- 1.2. Following receipt of a written request to do so to repay to the person who paid the Roundabout Improvement Contribution and/or the Toucan Crossing Contribution (or their nominee) such amount of the Roundabout Improvement Contribution and/or the Toucan Crossing Contribution which remains unspent or is not committed for expenditure (and money shall be deemed to be expended if the County Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose), together with any Interest accrued, on the tenth anniversary of the date of receipt by the County Council.
- 1.3. That any part of the Travel Plan Cash Security which has not been spent or unconditionally committed to be spent by the County Council pursuant to Schedule 1, paragraph 1.12, shall be released and repaid to the Owner, together with Interest, on the expiry of the period that is five years following first Occupation of the relevant Unit within the Development to which the Travel Plan Cash Security relates unless in respect of any pre-existing breach which has arisen during the relevant five year period, in which case any remaining part of the Travel Plan Cash Security shall be released and repaid to the Owner, together with Interest, when that specific breach is remedied.



Retail Development, Waterloo Park, Elettra Avenue
Waterlooville

Framework Travel Plan



david tucker associates
transport planning consultants



Retail Development,
Waterloo Park,
Elettra Avenue
Waterlooville

Framework Travel Plan

23rd March 2021

SKP/ 19235-14RevC Framework Travel Plan

Prepared by:

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Hargreaves Properties Ltd.

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1.0 INTRODUCTION

1.1 This Travel Plan (TP) has been prepared by David Tucker Associates (DTA) on behalf of Hargreaves for a proposed retail development on land at Waterloo Park, Waterlooville. The location of the site is shown on **Figure 1**.

1.2 The proposal includes 3 separate units comprising the following:

- Unit A – Food retail comprising 1,908sqm GFA
- Unit B – Restaurant/Drive Thru comprising 333sqm GFA
- Unit C – Restaurant/Drive Thru comprising 167sqm GFA

Based on the above the total proposed floor area is for 2,408sqm of development floor space.

1.3 The site layout plan is attached at **Appendix A**.

1.4 A travel plan is a term used for a package of measures aimed at promoting sustainable transport within an organisation, with the main aim of reducing travel by single occupancy vehicles. Travel plans are site specific and are dependent upon not only the location of the site but the size and type of organisations located there. They also require continuous monitoring and refinement in order to be successful.

1.5 The planning application does not identify end users, so at this stage information regarding specific staff travel patterns is unknown. This document is prepared on behalf of the developer to set the Framework for the travel planning for the proposed development, based upon which the end users will prepare their own bespoke Travel Plans to suit their operation and staff.

1.6 This framework will therefore act as a guide for occupiers to produce a more detailed travel plan tailored to their organisation, which will outline specific measures and timescales for their implementation. Subsequent implementation



of each detailed travel plan will commence on or prior to occupation of the relevant unit and shall be monitored and reviewed annually for a minimum of 5 years.

1.7 The Travel Plan includes:

- A strategy for setting target modal share for staff access to the site;
- A strategy for achieving the target; and
- A process for monitoring progress towards achieving the target.

1.8 The strategy includes:

- Public transport use encouragement;
- Cycling incentives and facilities;
- Walking incentives;
- Car parking management; and
- Car sharing encouragement.



2.0 POLICY CONTEXT

2.1 National Policy

National Planning Policy Guidance (2019)

2.1.1 The department for Communities and Local Government (CLG) recently published the Planning Practice Guidance (PPG), which reinforces the guidance contained within the NPPF.

2.1.2 In particular Paragraph 111 which states that:

"All developments which generate significant amounts of transport movement should be required to provide a Travel Plan.

Travel Plans should identify the specific required outcomes, targets and measures, and set out clear future monitoring and management arrangements all of which should be proportionate. They should also consider what additional measures may be required to offset unacceptable impacts if the targets should not be met."

2.1.3 This document also states some of the policies that Travel Plans should/ may include:

- Benchmark travel data including trip generation databases;
- Information concerning the nature of the proposed development and the forecast level of trips by all modes of transport likely to be associated with the development;
- Relevant information about existing habits in the surrounding area;
- Proposals to reduce the need for travel to and from the site via all modes of transport; and
- Provision of improved public transport services;
- Parking strategy options (if appropriate); and
- Proposals to enhance the use of existing, new and improved public



transport services and facilities for cycling and walking both by users of the development and by the wider community.

- 2.1.4 Travel plans should set out explicit outcomes rather than just identifying processes to be followed (such as encouraging active travel or supporting the use of low emission vehicles). They should address all journeys resulting from a proposed development by anyone who may need to visit or stay and they should seek to fit in with wider strategies for transport in the area.

2.2 **Local Policy**

Hampshire Local Transport Plan 2011-2031

- 2.2.1 Hampshire's Local Transport Plan 2011-2031 sets out both a long-term vision for the County over the next 20 years as well as a three-year implementation plan to March 2015.
- 2.2.2 The Local Plan sets out three main transport priorities for Hampshire over the next 20 years, and fourteen further policy objectives, structured under five broad themes:
- a) Supporting the economy through resilient highways;
 - b) Management of traffic;
 - c) The role of public transport;
 - d) Quality of life and place; and
 - e) Transport and growth areas.

Hampshire County Council's Guide to Development Related TP (2009)

- 2.2.3 This document was adopted by the Hampshire County Council in 2009 and relates to the importance of a Travel Plan and specific guidance needed for producing a TP document relevant to the local area. The document includes; Basic information about the function of a TP, how an effective TP can be secured through the planning process, how a TP document should be produced and specific



management and monitoring which should be included.

- 2.2.4 This TP has been prepared in accordance with local guidance documents, setting out all required elements including realistic targets and measures to achieve these targets, these elements link directly to the outcome of the Transport Assessment Document and are consistent with the Local Transport Plan.



3.0 SITE ASSESSMENT

3.1 Site Location

3.1.1 Waterloo Park comprises an existing Lidl and McDonalds, together with land for development subject of a resolution to grant an outline application (APP/18/01072) for mixed uses. The outline application sought permission for B1c, B2, B8 and B8 Trade Counter use; Class A1 Retail; Classes A3/A5 Drink/Food Establishments; and Class D2 Leisure. The location of the site is shown in **Figure 1**.

3.1.2 Vehicular access to Waterloo Park is taken from the roundabout with Elettra Avenue and Waterberry Drive. Within the Park, the privately maintained internal spine road heads south, before taking a 90° bend to the east with Lidl on the inside of the bend and McDonalds further east. Lidl benefits from internal accesses to the west and the south of their premises onto the Park spine road. Pedestrian and cycle access is available via the roundabout, but also via a pedestrian link to the east onto Hambledon Road.

3.2 Walking and Cycling

3.2.1 The north eastern corner of Waterloo Park comprises a McDonalds and a Lidl. Existing pedestrian movements within Waterloo Park comprise a single sided 2m lit footway around the boundary of the units which provides convenient access to the north via the Elettra Avenue roundabout, and to the east from Hambledon Road via a dedicated footway link. All localised accesses benefit from dropped kerbs and tactile paving.

3.2.2 The Brambles Business Park and adjacent local community is served by an extensive network of footways. Existing off-road pedestrian and cycle routes are provided on both sides of Elettra Avenue providing good links into/ out of Brambles Business Park. Pedestrian links to the west and the north will be enhanced by way of extended footways tying up with pedestrian access points into the site.

Within Waterloo Park, direct pedestrian access to the north-east and south-east of the site assist in delivering a permeable site. Within the site itself, clear and direct pedestrian routes are designed to provide ready access to each of the units. A zebra crossing on the Waterloo Park spine road provides safe access to the east.

- 3.2.3 The off-road pedestrian and cycle route adjacent to the southern carriageway of Elettra Avenue continues in a southerly direction adjacent to the south carriageway of Hambledon Road all the way through to the toucan crossing north of the Maurepas Way/ A3 London Road/ Rockville Drive roundabout. Street lighting is provided on all pedestrian/cycle links adjacent to the carriageway within the vicinity of the site.



- 3.2.4 A pedestrian link from Hambledon Road into Waterloo Park was constructed as part of the Lidl and McDonalds development. Commitment has been made by the applicant that this route will be widened to act as a shared footway/cycleway as part of the outline scheme. This will enhance access towards the site from Hambledon Road and is located around 40m to the south of the roundabout with Elettra Avenue. It is proposed to mimic this commitment within the full application such that whichever comes forward first, the full or the outline, the widening would be delivered. The footway/cyclepath connects conveniently with a recently



constructed toucan crossing on Hambledon Road.

- 3.2.5 The town centre can be accessed via the signalised crossing at the B2150 Hambledon Road/ Aston Road junction which provides a connection to the off-road pedestrian and cycle route that runs through the Wellington Retail Park connecting to Waterlooville town centre via a subway.
- 3.2.6 The pedestrian and cycle route adjacent to the northern carriageway of Elettra Avenue provides a link to the residential areas accessed off Milton Road via the signalised crossing to the north of the B2150 Hambledon Road/ Milton Road/ Elettra Avenue roundabout. The obligation from the outline application included funding intended to deliver cycle enhancements to the Hambledon Road roundabout. It is proposed to mimic this commitment within the full application such that whichever comes forward first, the full or the outline, the cycle enhancements or funding to allow them to be implemented would be delivered.
- 3.2.7 Footways continue along Hambledon Road into the village of Denmead approximately 2.5km north of the site which translates into approximate walking and cycling times of 30 and 8 minutes respectively. These footways can also be used to connect pedestrians to the residential dwellings to the east and west of Hambledon Road.
- 3.2.8 In addition to the local footway/ cycleway provisions the National Cycle Network National Route 222 (NR222) extends north through Waterlooville approximately 1km east of the site. NR222 runs along Stakeshill Road, bearing north east along Curzon Road and then running north east along London Road away from the site.

3.3 **Public Transport Network**

Bus

- 3.3.1 Bus stops are located on the B2150 Hambledon Road to the north of Elettra Avenue which serve Brambles Business Park via Waterberry Drive. A southbound stop on



Hambledon Road with bus layby and shelter is located adjacent to Waterloo Park. A pedestrian connection to Hambledon Road is provided alongside the McDonalds site. Continuous footways within Waterloo Park provide access to the site. Bus lay-bys and bus shelters are provided at both of the B2150 Hambledon Road bus stops. A bus stop flag with service and timetable information is provided at the Milton Road stop.

- 3.3.2 A summary of the bus services is detailed in **Table 1**. It should be noted that the summary below comprises the services as current during the Covid pandemic. Pre-pandemic the service frequencies were slightly higher. The service coverage and frequencies make the site highly accessible by bus.

Table 1 – Summary of Bus Services

Service No.	Operator	Route	Frequency		
			Mon - Fri	Sat	Sun
39	Stagecoach	Havant – Wecock Farm	20 minutes	20 minutes	60 minutes
7	First	City Centre - Wecock	20 minutes	20 minutes	20 minutes
D1/ D2	First	Waterlooville – Denmead/ Hambledon	Hourly	Hourly	No service

Rail

- 3.3.3 The closest train station to the site is Bedhampton operated by South Western Railway, which is situated just under 6km south east of the site. The station provides 2 trains per hour to Portsmouth and Southsea and 1 train per hour from London Waterloo.

3.4 Car and Cycle Parking Provision

- 3.4.1 Parking is provided in accordance with standards from the district set out in the Havant Borough Council Parking Supplementary Planning Document July 2016.
- 3.4.2 A total of 178 parking spaces are provided (including 6 parking spaces for staff in the service yard car park). The standards for food retail and restaurants in isolation



have been reviewed, which relate to total floor area and dining floor area respectively. The dining floor areas for the restaurants are 98sqm and 91sqm respectively.

3.4.3 This gives rise to a total of 38 spaces for the restaurants and 137 for the food retail. Notwithstanding the fact that there will be cross-visitation between the units, the provision accords with the standards.

3.4.4 A total of 10 blue badge spaces are provided, conveniently located in close proximity to each of the units. Representing 5.6% of the total car parking provision, this is compliant.

3.4.5 The local cycle parking standards identify the need for long term and short term spaces based upon floor area. The cycle parking proposed comprises:

Table 2 – Proposed Cycle Parking

	Long Term	Short Term
Unit A (Food Retail)	10 spaces	10 stands
Unit B (Restaurant)	8 spaces	17 stands
Unit C (Restaurant)	4 spaces	8 stands

3.4.6 These levels either meet or exceed the standards.



4.0 TRAVEL PLAN OBJECTIVES AND TARGETS

4.1 Introduction

- 4.1.1 According to the NPPF 2019 a Travel Plan is '*A long-term management strategy for an organisation or site that seeks to deliver sustainable transport objectives through action and is articulated in a document that is regularly reviewed*'.
- 4.1.2 The underlying aim of any TP is to minimise the number of single occupancy vehicle trips generated by a development, business or organisation. This is achieved by encouraging a shift to more sustainable modes of transport and by reducing the need to travel.
- 4.1.3 This Travel Plan provides a framework for occupiers to produce a Travel Plan once occupiers are known. As this is a new development and no current travel patterns exist, specific targets for modal shift cannot be set. However, the Travel Plan should strive to achieve an ongoing reduction in car borne staff trips to/from the site over a 5-year period.
- 4.1.4 A review of the 2011 Census data for the Middle Super Output Havant 003 area, where the site is located, shows that the existing employee modal split includes 76.3% car drivers and 6.4% car sharing (car passengers).
- 4.1.5 This TP aims to assist in reducing the percentage of staff driving and to increase the number of people using alternative transport methods. **Table 3** sets out the initial targets for the first 5-year monitoring period. The targets outlined below will be updated within the individual travel plans.

Table 3 – Targeted Staff Modal Shares

Mode of Transport	Baseline Modal Split %	Year 3	Year 5
Car Driver	76.3%	73.3%	71.3%
Car Sharing	6.4%	7.0%	7.6%
Bus	4.6%	5.5%	6.0%
Train	0.8%	0.8%	0.8%
Walk	6.1%	7.1%	7.6%
Cycle	3.5%	4.6%	5.0%
Motorcycle	1.4%	1.4%	1.4%
Other	0.3%	0.3%	0.3%
Total	100.0%	100%	100%

4.1.6 The occupiers will be required to break down the underlying 5% reduction into specific modal shift targets. This will be done through a combination of a survey of staff travel habits shortly after occupation (within 3 months) and an evaluation of the existing travel infrastructure in the vicinity of the site. The revised baseline modal split and targets will be set out in the individual travel plans.

4.1.7 The following sections detail the developer and occupier objectives for the proposed site. In summary, the key role of the developer is to ensure that the key sustainable transport infrastructure is implemented prior to occupation and provide this framework to guide occupiers in producing a Travel Plan that fits in with the vision for the site. The occupiers will be responsible for encouraging, monitoring and reviewing sustainable travel initiatives as defined through the detailed Travel Plan.

4.2 Developer Objectives

4.2.1 To ensure the potential for access by sustainable travel modes, the developer, through close liaison with the Local Authority, should ensure that the appropriate infrastructure is implemented prior to occupation.

4.2.2 Key developer objectives are defined as follows:

- To provide the necessary transport and building infrastructure required for the detailed Travel Plan to be effective;



- To enable efficient access to the development by a number of alternative modes of transport; and
- To provide an attractive, secure environment for pedestrians, cyclists and public transport users.

4.2.3 **Table 4** summarises the design features aimed to give priority to those arriving by sustainable modes to the proposed developments. Further consideration will be given to the requirements of those arriving by sustainable means at the more detailed design stage.

Table 4 – Design Features

Design Feature	Description
Pedestrian Access	The site will facilitate safe and direct pedestrian access routes. Staff entrances will be conveniently reached from the footways. Pedestrian footways will be provided on both sides of the site access to facilitate pedestrian access from within Waterloo Park and further afield. Existing footways connecting the site with Elettra Avenue will be enhanced at the site access roundabout and to the west of the site.
Cycle Parking	Cycle Parking will be provided in line with Guidance on Parking Standards issued by Havant Borough Council. Covered Sheffield cycle stands will be provided for staff, and located in a secure area of the service yard. Visitor cycle parking will be provided in front of the stores.

4.3 **Occupier Objectives**

4.3.1 The Travel Plan will commit the occupier to encourage employees to travel by more sustainable modes than the private car through the implementation of Travel Plan initiatives (see **Table 5**).

4.3.2 The Travel Plan will seek to:

- Promote the health, wealth and environmental benefits of cycling, walking and using public transport;
- Provide clear information to all employees on the alternative modes of travel to and from site;



-
- Enhance the safety and security of people travelling to and from site;
 - Effectively manage the demand for car parking; and
 - Reduce the need to travel during peak hours.



5.0 TRAVEL PLAN CONTENT

5.1 Introduction

- 5.1.1 This section sets out the framework for the occupier to produce the Travel Plan. It sets out what will be required and also provides a selection of potential initiatives, a Travel Plan “toolkit” that could be used to achieve the objectives set out earlier. The list of measures is not exhaustive and is only intended to act as a guide. Occupiers may find that through operating the Travel Plan they find their own unique ways of minimising the impact of transport by their organisation.

5.2 Lead Travel Plan Co-ordinator

- 5.2.1 A Lead Travel Plan Co-ordinator will be appointed and funded by the Developer to oversee the implementation and continue development of initiatives set out in the FTP. The Lead Travel Plan Co-ordinator will be appointed by the Developer prior to commencement of development to ensure that the Travel Plan is established.

- 5.2.2 The developer will fund the position of Lead Travel Plan Co-ordinator for five years following the completion of the development. The role of Lead Travel Plan Co-ordinator will include:

- Setting up the travel plan steering group;
- Liaising with the end-users of the development and the local authority regarding the preparation of the individual occupier travel plans as appropriate;
- Communication and engagement with all parties/ stakeholders;
- Setting up the Staff Travel Database;
- Setting up the Intranet Travel site;
- Setting up the Car Share database; and
- Setting up Specific User Group meetings



5.2.3 The Lead TPC will be in position alongside Occupier TPCs as they will act as a 'bridge' between the entire site and the Hampshire County Council.

5.3 **Occupier Travel Plan Co-ordinators**

5.3.1 In order to implement the individual travel plans, a Travel Plan Co-ordinator (TPC) will be appointed by each occupier. It is expected that the TPC will be responsible for:

- Explaining and Marketing the Travel Plan;
- Produce all questionnaires, promotional and informative material;
- Setting up any relevant meetings with the local authorities;
- Getting the annual survey analysed and presenting the results externally;
- Implementing promotional days; and
- Preparing a business case to secure a budget for Travel Plan development and ensuring its efficient and effective use.

5.3.2 The TPC will be appointed prior to occupation to provide the necessary resource for a minimum of 5 years. Once this is achieved, the position will be reviewed with the appropriate person recruited to administer the plan in the longer term.

5.3.3 The TPC will be allocated an annual budget for the implementation of the plan. The name and contact details of each TPC will be provided to the Hampshire County Council.

5.4 **Travel Plan Implementation**

5.4.1 The individual company responsibilities will be:

- Marketing the Plan to their employees and distributing the promotional material (ongoing);
- Ensuring questionnaires are completed and returned for analysis; and



- Providing the means to encourage non-private car travel by employees.

5.5 **Travel Plan Steering Group**

5.5.1 The mechanism proposed for the delivery of a reduction in car driver trips by staff to the site and any ongoing mitigation/ monitoring is the establishment of a Steering Group. The primary role of the Steering Group would be:

- To make overall decisions on the direction of the Travel Plan;
- To debate the effectiveness of the Travel Plan;
- Provide a forum for airing ideas on how to achieve targeted modal shifts;
- Discuss the future development of the Travel Plan after the monitoring period is completed.

5.6 **Hampshire My Journey Travel Planning**

5.6.1 The TPC will encourage occupiers to make use of Hampshire's My Journey Travel Planning website <http://myjourneyhampshire.com>. The website provides information about local cycle routes to work, walking maps and links to public transport services. It also provides information on up and coming travel events.

5.7 **General Promotion**

5.7.1 Below is a list of initiatives specific to each travel mode. The list of measures is deliberately badged as a potential list, as the individual components may not be relevant to some or all of the individual occupiers. Consequently, the list is not exhaustive and is only intended to act as a guide. Occupiers may find that through operating the Travel Plan they find their own unique ways of minimising the impact of transport by their organisation.

5.7.2 As well as these the Travel Plan should raise awareness of the environmental and health problems connected with transport. To promote "greener" travel choices for all journeys, not just work related travel. **Table 5** summarises a tool kit of



measures which could be adopted by the end occupiers.

Table 4 – Travel Plan Tool Kit

Potential Travel Plan Initiatives	Responsibility	Approx. Cost Total
Walking (best suited to journeys under 2 miles)		
Provide cloakroom facilities within the building with storage lockers facilities.	Under agreement between developer and occupier, such facilities should be included within occupiers fit out.	Included within construction/ fit out costs
Produce a map illustrating safe walking routes to common destinations. Include reference to crossing points and public transport facilities.	Occupier to provide through TPC	Provided in a Travel Information Poster – assume £7.50 per pack.
Keep a store of pool umbrellas on site for use by staff who walk to/from work or for walking journeys during the day.		
Raise awareness of health benefits of walking. Through posters, leaflets and/or events.		Provided on Travel Information Poster
Arrange events to promote walking, such as a walk to work day with incentives, prizes, give-aways etc.		Provided on Travel Information Poster
Cycling (best suited to journeys under 5 miles)		
Provide safe, secure and covered cycle storage.	Under agreement between developer and occupier, such facilities should be included within building design.	Included within construction costs
Provide lockers for cyclist safety gear.	Occupier to provide through TPC	Included within construction costs
Raise awareness of health benefits of cycling through continual publicity.		Provided on Travel Information Poster
Provide cycle route maps.		Provided on Travel Information Poster
Public Transport		
Disseminate up-to-date public transport information on site. Including routes, timetables and fares for local services.	Occupier to provide through TPC	Provided on Travel Information Poster



Promote benefits of public transport, savings etc		Provided on Travel Information Poster
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Car Sharing (provides a sustainable alternative when the car is the only option)		
Devise a protocol/guidelines for car sharers to follow.	Occupier to provide through TPC	Cost included within TPC role

Management and Monitoring		
Appoint a Site Wide Travel Plan Coordinator	Developer	£5,000 per annum. Total cost for 5 years = £25,000
Appoint Individual Occupier Travel Plan Coordinators	Occupiers to provide – undertaken within an existing work role	
Independent monitoring	Occupiers to provide	Assume £2,000 per unit



6.0 MONITORING AND AUDIT

6.1 Introduction

6.1.1 As set out in DfT guidance, a key tool to the success of a travel plan is the monitoring strategy that is in place. A Travel Plan is a continuously evolving document that requires monitoring and review in order to meet the individual travel needs and targets. This allows assessment of the success or otherwise of the Travel Plan and to allow appropriate mitigation / initiatives to put in place.

6.2 Staff Surveys

6.2.1 For each individual Travel Plan, initially a comprehensive staff survey will be undertaken to provide a base for the monitoring of the modal share targets. This will record home postcodes, mode of travel to the unit, attitudes towards car driving and alternative modes of transport. It is proposed that a travel survey is undertaken within 3 months after first occupation of each unit to establish a baseline modal split. The surveys should achieve a response rate of 35%. A draft example of the survey is attached at **Appendix B**.

6.2.2 Individual occupier travel plan will be prepared and submitted to HCC for comments and approval one month after the staff surveys has been completed.

6.2.3 Further to this initial survey, snapshot surveys will be undertaken annually by each occupier. These snapshot surveys will be more basic than the initial survey and will be primarily used to monitor the effectiveness of the travel plan in reducing the number of solo car journeys to the site. The snapshot surveys will record the following:

- Level of usage of cycle stands and car parking spaces to determine demand;
- Other feedback e.g. comments received by the Travel Co-ordinator; and

- Survey of a sample number of staff to record the modal shift of people driving alone, people car sharing, using public transport, people cycling and walking.

6.2.4 The results of the surveys will be analysed and reported to Hampshire County Council within three months of the survey being undertaken. The performance of the TP in meeting individual targets will be assessed as indicated in **Table 6**, below. The survey results will be compared against the baseline and previous years' survey results and used to assess whether targets have been met.

Table 6 – Targets and Their Performance Indicators

Target	Performance Indicator
Public Transport modal share	Annual survey modal share.
	Feedback from operators/users
Cycle / motorcycle modal share	Annual survey modal share.
	Usage of cycle stands
Walking modal share	Annual survey modal share
Car-sharing modal share and solo occupancy cars	Annual survey modal share
	Car-share database matching
	Survey of car parking occupancy

6.3 **Securing the Travel Plan and Monitoring Fee**

6.3.1 The FTP will be secured through a section 106 agreement. As part of the S106 Agreement a Travel Plan monitoring fee is sought from HCC.

6.4 **Plan Performance Audits**

6.4.1 The results will be reported within three months of the survey date to the HCC. The report should take the following format:

Chapter 1 – Introduction and Background. This will detail the site to which the report relates and provide details of occupier, name, date of occupation, number of staff employed, working hours, number of parking spaces etc.



Chapter 2 – Results of Surveys. This section will detail the results of the surveys that have been undertaken against the indicators set out above. It will include details of current travel situation and target levels. The original data from the surveys will be included as an appendix.

Chapter 3 – Initiatives Undertaken. This will provide details of the work and initiatives undertaken over the previous 12 months, with supporting evidence as necessary.

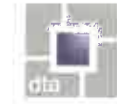
Chapter 4 – Problems and Issues. This section will detail any problems encountered in implementing the Travel Plan and any issues which remain unresolved or require progress in future.

Chapter 5 – Specific Measures from Travel Plan. This section will detail how all measures from the travel plan have been implemented in terms of infrastructure, policy and promotion of each specific travel mode and strategy (walking, cycling public transport, car sharing, general measures, working practises, etc). This will include evidence of how each measure has been implemented and a completed checklist of measures agreed at the planning application stage.

Chapter 6 – Summary. This will set out whether the Travel Plan is on track to meet targets and if not why not.

Chapter 7 – The Plan for the next 12 months. This will include any specific outcomes and desired results and any additions to the Travel Plan.

- 6.4.2 HCC will respond either approving the report or requiring a review of current practices.
- 6.4.3 The recommendations of the review shall be implemented as soon as possible (as appropriate dependant on type of measures). Should any meetings between the parties be necessary to discuss the contents of the submissions then these shall



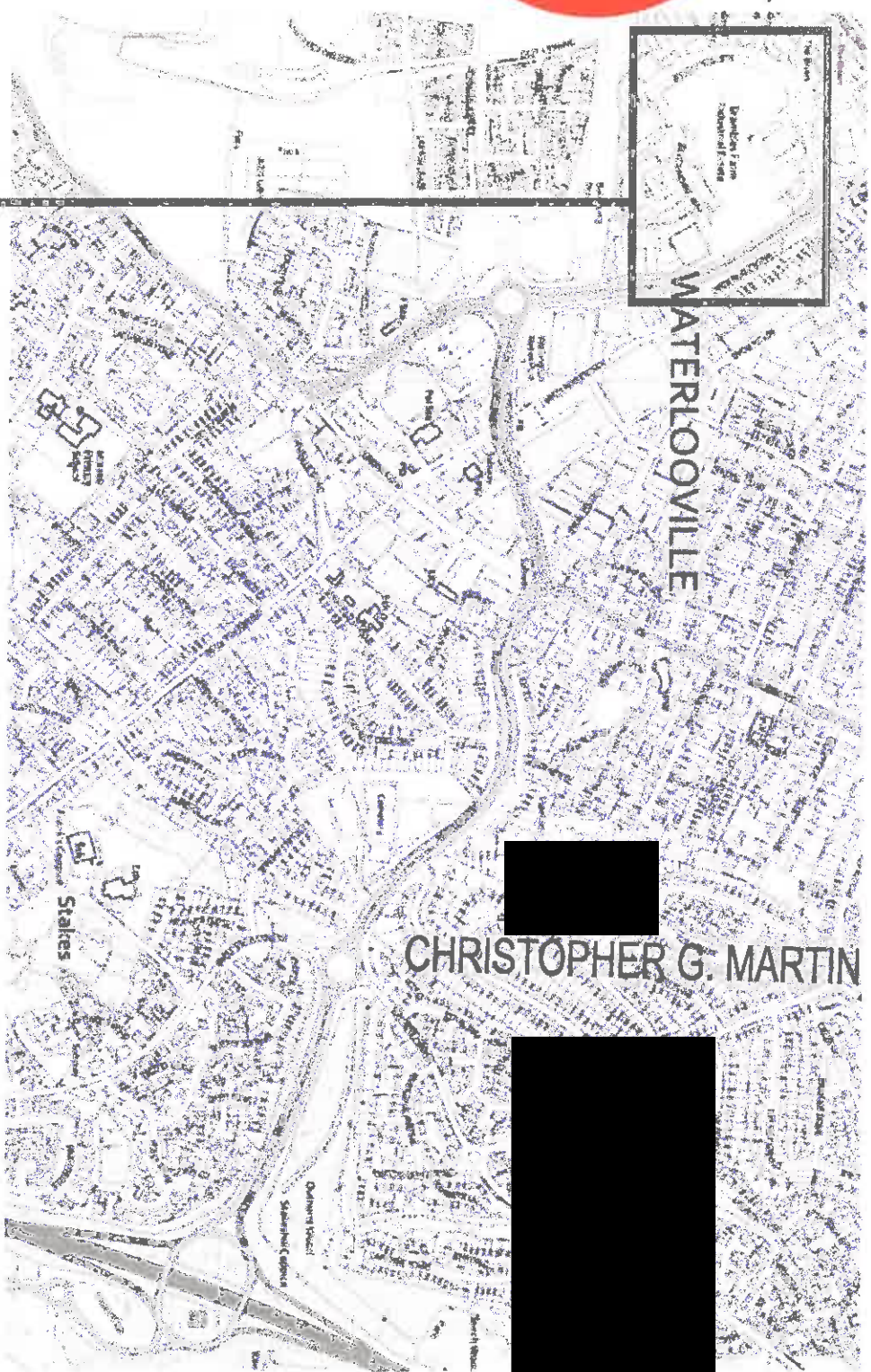
be raised in accordance with the above highlighted timescales.

- 6.4.4 Discussions will be held as to how any failed targets might be better achieved. Through consultation with HCC, the Plan and its targets will be readdressed annually. It may be, for example, that the targets are made less ambitious on one mode, while tightened up on another to compensate. Any improvements which could be implemented in the event that the targets and outcomes are not met will be included within the individual occupier travel plans.
- 6.4.5 Through agreement with HCC, the TPC will join and attend local community forums if required.



Figures

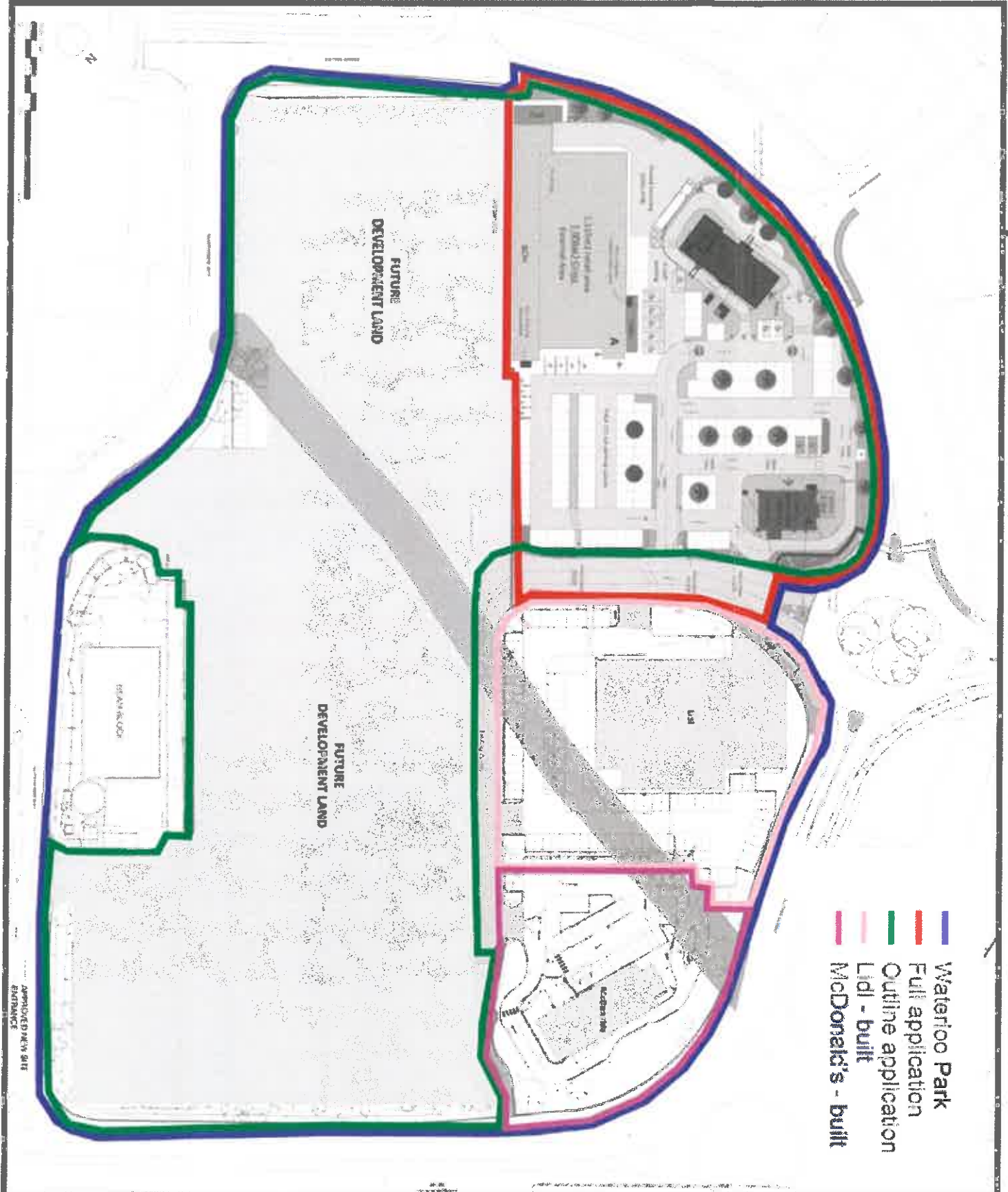
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CHRISTOPHER G. MARTIN

RICHARD R. ANDREW

103656



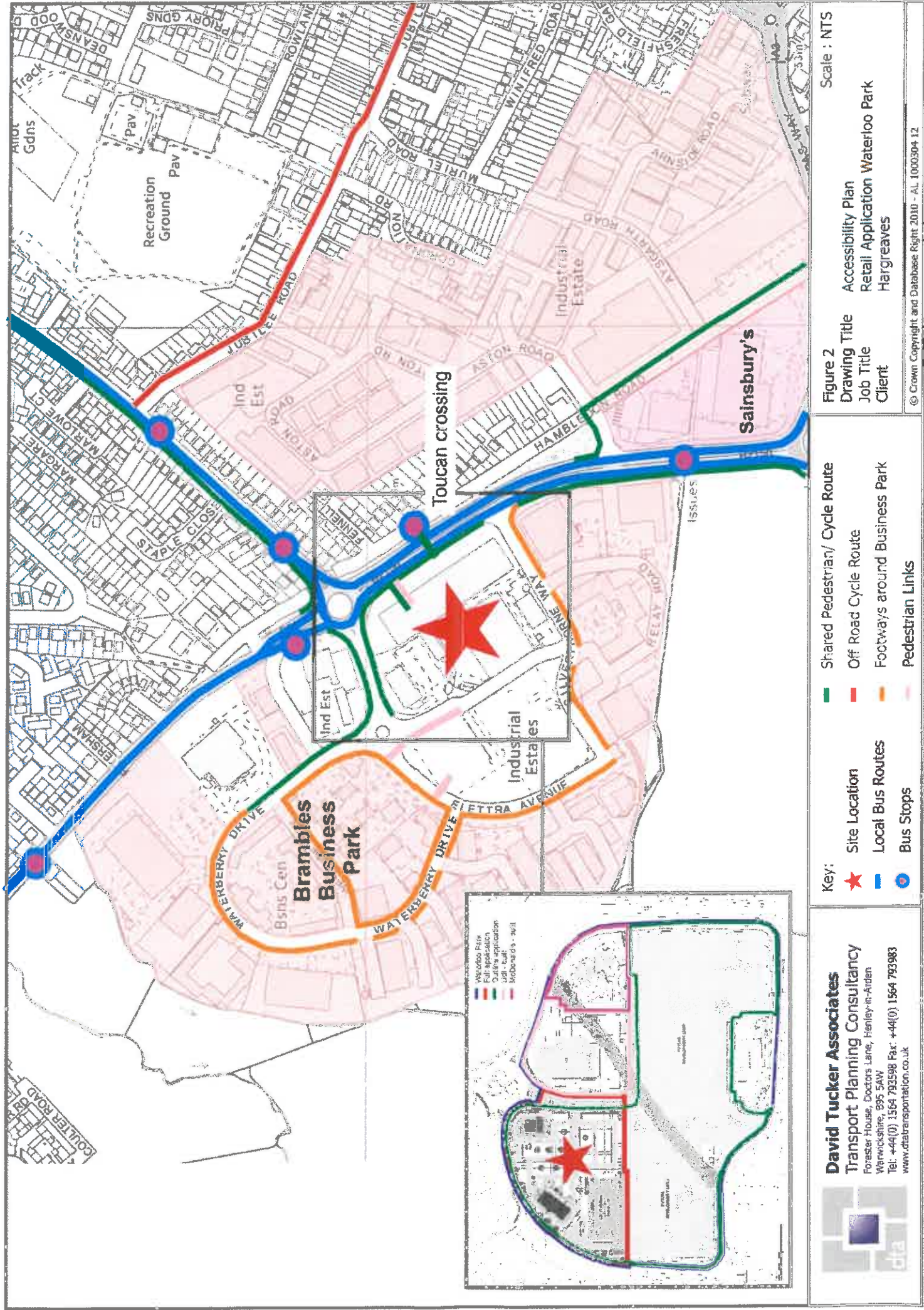
AUTHORISED SIGNATORY



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Figure 1
Drawing Title
Job Title
Client
Waterloo Park Location Plan
Elettra Avenue, Waterlooville
Hargreaves

Scale : NTS
NORTH



CHRISTOPHER G. MARTIN

RICHARD R. ANDREW

AUTHORIZED
SIGNATORY

37/102432



Appendix A – Site Layout Plan



Appendix B – Draft Travel Survey

Appendix B – Staff Survey Example

General information

1. Home postcode
2. Do you have a disability which affects your travel arrangements?
- ☐ Yes
- ☐ No
3. What time do you usually arrive at work?
- ☐ 7.00 – 7.30 am
- ☐ 7.30 – 8.00 am
- ☐ 8.00 – 8.30 am
- ☐ 8.30 – 9.00 am
- ☐ 9.00 – 9.30 am
- ☐ 10.00 – 10.30am
- ☐ Other (please specify)
4. What time do you usually leave for home?
- ☐ 11.00 – 12.00 pm
- ☐ 12.00 – 1.00 pm
- ☐ 1.00 – 2.00 pm
- ☐ 2.00 – 3.00 pm
- ☐ 3.00 – 4.00 pm
- ☐ 4.00 – 5.00 pm
- ☐ 5.00 – 6.00 pm
- ☐ 6.00 – 7.00 pm
- ☐ 7.00 – 8.00 pm
- ☐ 8.00 – 9.00 pm
- Other (please specify)
5. Do you work:
- ☐ Part time
- ☐ Full time
- Other (please specify)

General travel information

6. How do you usually travel to work?
- ☐ Car (on your own)
- ☐ Car (with others)
- ☐ Bus
- ☐ Train
- ☐ Motorbike
- ☐ Walk
- ☐ Cycle
- ☐ Taxi
7. Why do you choose to travel in this way? (tick all that apply)
- ☐ Convenience
- ☐ Cost
- ☐ Health reasons
- ☐ Alternative not available
- ☐ Need to for work purposes
- ☐ Other (please specify).....
8. Do you ever use a different mode of transport?
- ☐ Yes
- ☐ No
- If yes, how
- ☐ Car (on your own)
- ☐ Car (with others)
- ☐ Bus
- ☐ Train
- ☐ Motorbike
- ☐ Walk
- ☐ Cycle
- ☐ Taxi

9. How would you *prefer* to travel to work?
(please tick only one)

- ☐ Car (on your own)
- ☐ Car (with others)
- ☐ Bus
- ☐ Train
- ☐ Motorbike
- ☐ Walk
- ☐ Cycle
- ☐ Taxi

10. Do you ever work from home?

- ☐ Yes
- ☐ No

11. If so, how often?

- ☐ more than once a week
- ☐ Once a week
- ☐ Once a fortnight
- ☐ Once a month
- ☐ Occasionally

12. How far do you travel to work?

- ☐ Less than one mile
- ☐ 1 – 2 miles
- ☐ 2 – 5 miles
- ☐ 6 – 10 miles
- ☐ 11 – 25 miles
- ☐ 26 miles or more

Please specify.....
.....

13. How would you get to work if your car broke down or it was being serviced?

If you don't drive, please go to question 15.

- ☐ Car (with others)
- ☐ Bus
- ☐ Train
- ☐ Motorbike
- ☐ Walk
- ☐ Cycle
- ☐ Taxi
- ☐ Other (please specify).....
.....

14. What are your main reasons for driving to work (tick no more than 3)?

If you don't drive, please go to question 15.

- ☐ Drop/collect a child off at school on the way
- ☐ Need car for other activities after work eg shopping, gym
- ☐ Distance from home too great to walk or cycle
- ☐ Need the car for work during the day
- ☐ No one to car share with
- ☐ No public transport or it would take too long
- ☐ Personal safety
- ☐ Car needed because of health (eg physical disability)
- ☐ Cheaper than public transport
- ☐ More reliable than public transport
- ☐ Other (please specify):

15. Would you be prepared to car share?

- ☐ Yes
- ☐ No
- ☐ Already do

16. How long does your journey generally take you?

- ☐ Less than 15 minutes
- ☐ 16 – 30 minutes
- ☐ 30 – 45 minutes
- ☐ 45 – 60 minutes
- ☐ Over an hour

17. Are you aware that this Organisation has a Travel Plan?

- ☐ Yes
- ☐ No

18. On average how often do you use your car alone for work purposes?

- ☐ Less than once a month
- ☐ One day per week or less
- ☐ At least 2 days per week
- ☐ At least 4 days per week

How many miles for work purposes do you travel on average per month? miles

Car Driving specific information

If you do not regularly drive to work, please go directly to Question 19

19. Do you use any other transport for work travel?

- ☐ Passenger in car/van or car sharing
- ☐ Taxi
- ☐ Train
- ☐ Bus
- ☐ Pool vehicle
- ☐ Bicycle
- ☐ Motor cycle
- ☐ Other, (please specify).....

Other travel ideas

Other comments, suggestions and ideas:

.....

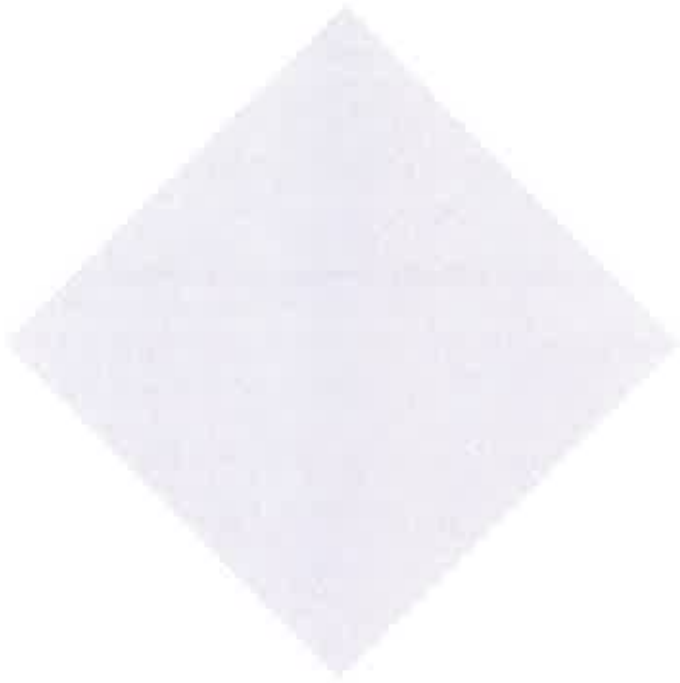
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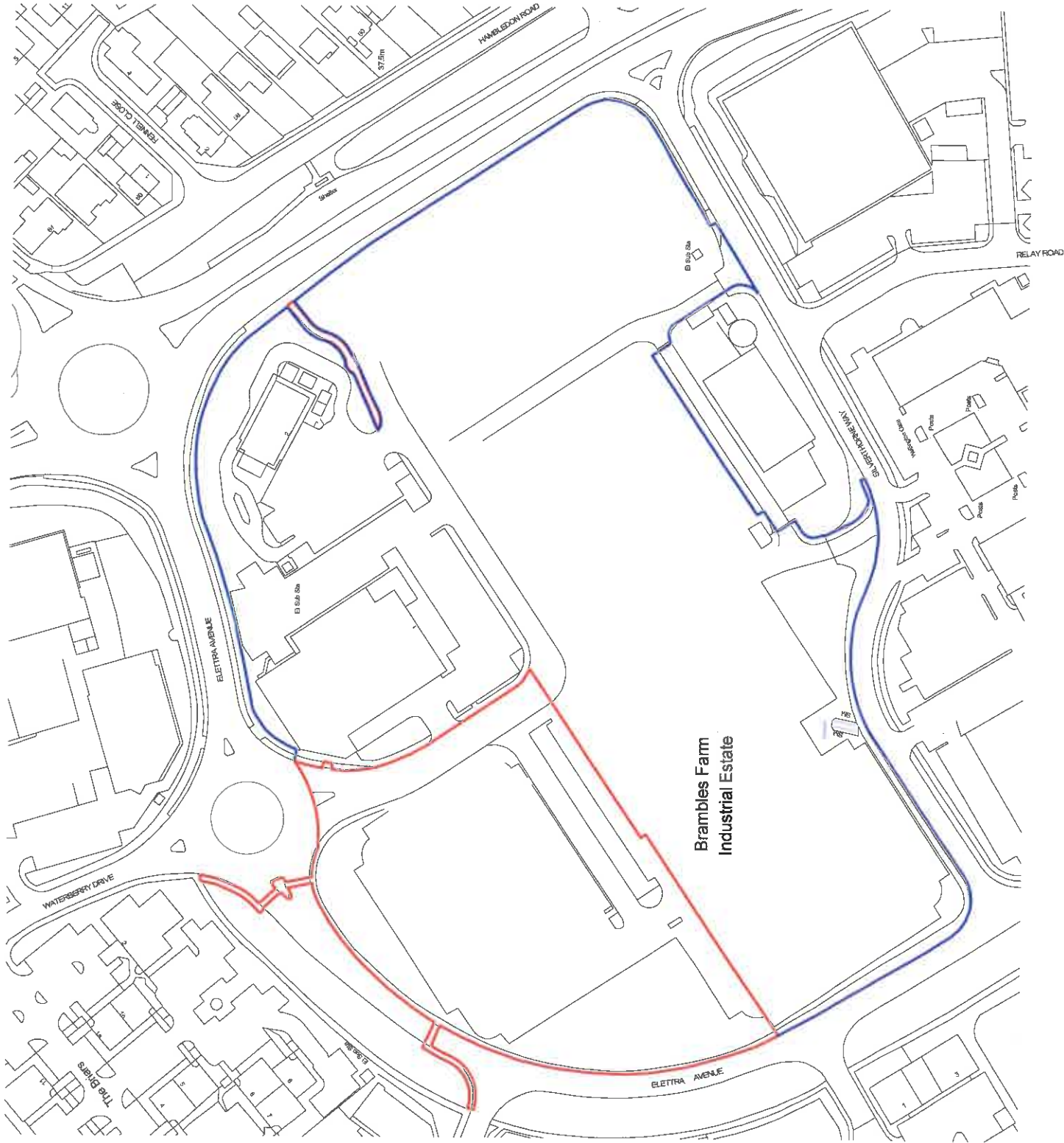
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DWF

Figured dimensions only are to be used. All dimensions to be checked on site. Differences between drawings and between drawings and specification or bills of quantities to be reported to the LDA Group.

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Revisions:		
Drawn / Chkd:	Date:	
P1 Draft - Planning Issue for Approval	DF/MAS	24/02/2021
P2 Planning Issue	MAS	29/03/2021



Site Location Plan
1 : 1250

SITE LEGEND

Approximate application boundary
Ordnance Survey MasterMap Data
purchased under 12 month license
from Promap (OS Partner license
100022432) 24/02/2021.

Land adjacent within the
applicants ownership

Client:
HARGREAVES

Project:
**WATERLOO PARK
WATERLOOVILLE**

Drawing Title:
Site Location Plan

Scale @ A2: Checked by: Date:
As indicated MAS 02/24/21

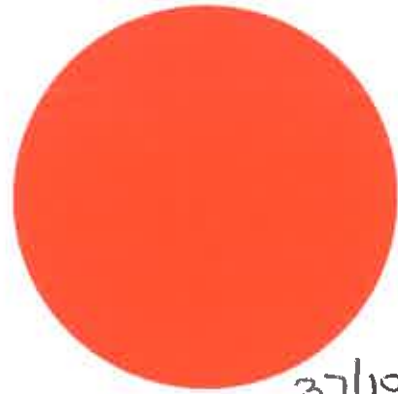
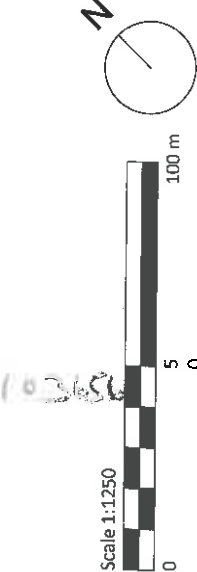
Job No: Stage Drawing No: Rev:
1618 PL_001 P2

Issue Status:
Construction ☐ Preliminary ☐
Information ☐ Approval ☒
Tender ☐

Offices
Working

10/05/2021 10:56:52

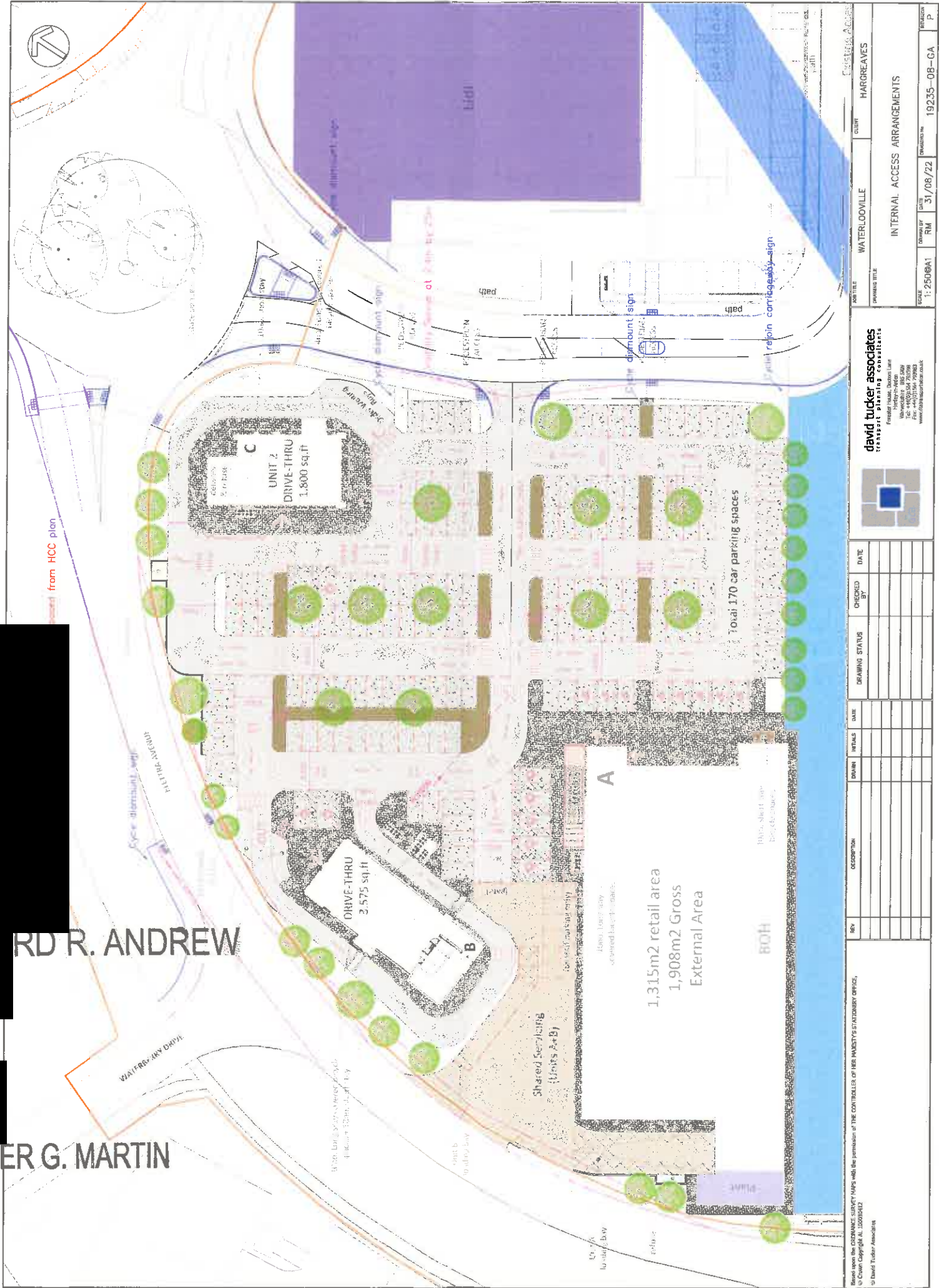
AUTHORIZED
SIGNATORY



37/102432

CHRISTOPHER G. MARTIN

RD R. ANDREW



SIGNATORY



37/102432

103656

EXECUTED as a **DEED** by affixing
THE COMMON SEAL of the **COUNCIL OF THE**
BOROUGH OF HAVANT

in the presence of:

Authorised Signatory

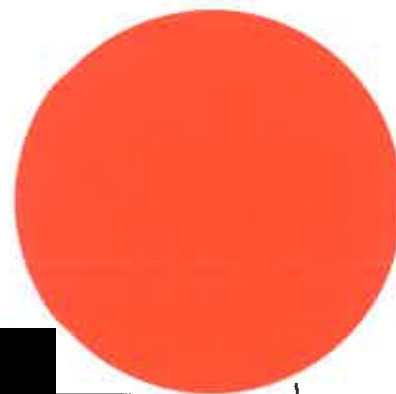


103656

EXECUTED as a **DEED** by affixing
THE COMMON SEAL of the **HAMPSHIRE**
COUNTY COUNCIL

in the presence of:

Authorised Signatory



37/102432

Name

Position

[Redacted signature block]

EXECUTED as a **DEED** by
HARGREAVES
PROPERTIES LIMITED
acting by a two Directors / a
Director and a Secretary

)
)
)
)
)

Director

RICHARD R. ANDREW

Director/Secretary

CHRISTOPHER G. MARTIN
CHRISTOPHER G. MAR