CharlesRussell Speechlys

DATED 2 OCTOBER 2020

(1) THE COUNCIL OF THE BOROUGH OF HAVANT

and

(2) EAST HAMPSHIRE DISTRICT COUNCIL

and

(3) HAMPSHIRE COUNTY COUNCIL

and

(4) PHILIP DYMOKE WHITE, FIONA ELIZABETH WHITE AND ALEXANDER STUART DYMOKE WHITE

AGREEMENT

Under Section 106 Town and Country Planning Act 1990

relating to land to the west of Havant Crematorium (known as Camp Field), Bartons Road, Havant

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Ref: RB/012648

THIS AGREEMENT is made on 2 OCTOBER 2020

BETWEEN:

1. **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza, Civic Centre Road, Havant, PO9 2AX **(Borough Council)**;

2. **EAST HAMPSHIRE DISTRICT COUNCIL** of Penns Place, Petersfield, Hampshire GU31 4EX **(District Council)**;

3. **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire, SO23 8UJ **(County Council)**; and

4. **PHILIP DYMOKE WHITE, FIONA ELIZABETH WHITE AND ALEXANDER STUART DYMOKE WHITE** of Chidden Farmhouse, Chidden, Hambledon, Hampshire PO7 4TD the trustees of PD White **(Owners)**.

BACKGROUND

(A) For the purposes of the Act, the Borough Council, the District 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 and the Education Authority.

(C) The Owners are the trustees for the freehold owner of the Land.

(D) Philip White, on behalf of the Owners, has submitted the Applications for the Development to the Borough Council and District Council.

(E) The Owners enter into this Agreement in anticipation that the Planning Permissions shall be granted subject to the Owners 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, the District Council and the County Council against the Owners and their 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.
"Affordable Housing"	means Dwellings that: (a) meet the needs of Eligible Persons including availability at a cost low enough for them to afford determined with regard to the local incomes local house prices and local rents; and

(b) includes provisions for the housing to remain at an affordable cost for future Eligible Persons.

"Affordable Housing Mix" means the mix of Affordable Dwellings, in terms of the number, size and tenure and set out at paragraph 1.2 of Schedule 1 or such other number, size and tenure as agreed in writing with the Borough Council.

"Affordable Housing Provider" means either one or a combination of:

(a) a body registered as a provider of social housing with the Regulator of Social Housing under Part 2 of the Housing and Regeneration Act 2008 or such other class of body approved by the Borough Council as may be constituted under any legislation replacing that provision; or

(b) such other body eligible to receive grant monies from the Borough Council or Homes England and able lawfully to own or manage housing for Eligible Persons and approved by the Borough Council; or

(c) any company or organisation specialising in the delivery of Affordable Housing and approved by the Borough Council.

"Affordable Dwellings" means 22 of the Dwellings to be constructed on the Land and to be provided as units of Affordable Housing as part of the Residential Development and in accordance with the Affordable Housing Mix.

"Affordable Rent" means rent (inclusive of service charge) which does not exceed:

a) 80% of the gross local market rent; and

b) the local housing allowance rates, unless otherwise agreed in writing with the Borough Council;

and shall only be increased annually in accordance with arrangements made for such rent increases established by Homes England.

"Affordable Rented Dwellings" means any Affordable Dwellings let on a fixed term tenancy agreement at an Affordable Rent.

"Agreement" means this deed of agreement.

"Applications" means together the EHDC Planning Application and the HBC Planning Application.

"Bat Boxes" means 5 Schwegler woodcrete bat boxes to be provided in Barton's Copse.

"BCIS All-In TPI" means the Building Cost Information Service All in Tender Price Index published by the Royal Institute of Chartered Surveyors.

"Bond"	means a bond issued by a Surety in the form annexed at Appendix 1 to this Agreement (or such other form as the Borough Council shall approve) for the Bond Amount.
"Bond Amount"	means 25% of the open book construction costs for the SuDs as approved in accordance with Schedule 2.
"Buffer Landscaping"	means the 18 metre buffer landscaping shown edged purple on Plan 2 and marked "Buffer" and located at the boundary to the ancient woodland intended to discourage residents of the Residential Development from entering the ancient woodland and to be planted in accordance with the details approved in writing by the District Council.
"Cash Deposit"	means a lump sum payment in cash equal to 25% of the open book construction costs for the SuDs as approved in accordance with Schedule 2.
"Certificate of Completion"	means a certificate issued by the County Council pursuant to a Highways Agreement to denote completion to the satisfaction of the County Council (acting reasonably) of the Highways Works to the stage at which such works are practically completed.
"Children's Play Area"	means the locally equipped area of play of approximately 100sqm to be provided as part of the Residential Development and in accordance with the details approved in writing by the Borough Council in the location shown in principle edged red and marked "Play" on Plan 2.
"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.
"Common Parts"	means the parts of the Land shown edged brown on Plan 2 which are intended to benefit the Occupiers of the Dwellings as a whole or to enhance their Occupation and shall without prejudice to the generality thereof include the Open Space Land, Permissive Paths, communal parking areas, any landscaped areas, amenity spaces, street lighting, street furniture, boundary treatments and the SuDs but not including: (a) a Dwelling or the curtilage of a Dwelling; or

(b) communal areas forming part of any residential block of flats, such as stairwells, lifts, lighting etc; or
(c) any other buildings or structure or area to be transferred with a Dwelling; or
(d) any communal parking areas, street lighting, street furniture and boundary treatments or other areas that are adopted by agreement made pursuant to the Highways Act 1980; or
(e) any SuDs adopted by a statutory undertaker.

"Community Project Worker Contribution" means the sum of £18,000 as a contribution towards the provision of a suitably qualified and experienced person employed by the Borough Council to assist in the establishment of a successful and cohesive local community within the Residential Development and to promote integration with existing communities in the vicinity of the Residential Development.

"Community Orchard" means approximately 0.44ha forming part of the Land shown in principle edged orange and marked "Community Orchard" on Plan 2 to be laid out and intended for use as a community orchard for the planting of fruit and nut trees in accordance with the details approved in writing by the District Council and made available for use by members of the public and Occupiers of the Residential Development.

"Community Orchard Management Agreement" means an agreement between the Owners and the Community Orchard Management Organisation setting out the terms of appointment of the Community Orchard Management Organisation in respect of the Community Orchard and the Native and Wildflower Shrub Area, including the Community Orchard Management Organisation's responsibilities in implementing and performing the obligations as contained within the Community Orchard Management Plan, and providing appropriate rights to the Community Orchard Management Organisation to access, manage and maintain the Community Orchard and the Native and Wildflower Shrub Area.

"Community Orchard Management Organisation" means either a trust or a company limited by guarantee or by shares and appointed in accordance with the provisions of Schedule 2, paragraph 2 or the Residential Management Company and to be charged with the management and maintenance of the Community Orchard and the Native and Wildflower Shrub Area in accordance with the approved Community Orchard Management Plan.

"Community Orchard Management Plan" means a plan for the maintenance and management of the Community Orchard and the Native and Wildflower Shrub Area for the lifetime of the Residential Development including details of the provision and maintenance of

fencing around the boundary of the Native and Wildlflower Shrub Area and how the costs of maintenance and management shall be met by owner-occupiers of the Dwellings and how the Community Orchard and the Native and Wildflower Shrub Area will be managed to not exceed the nutrient load input above 5 kilograms of total nitrogen per hectare per year for the Development in accordance with the Nutrient Budget and approved by the District Council in accordance with the provisions of Schedule 2, paragraph 2.

"CPI" means the Consumer Prices Index published by the Office of National Statistics.

"Development" means the development of the Land for the Residential Development and associated development pursuant to the Planning Permissions.

"Director" means the Director of Economy Transport and Environment at the County Council or his appointed representative for the time being or successor.

"Disposal" means in relation to each Dwelling:

(a) the first Occupation by anyone permitted or suffered to Occupy the Dwelling whether by a person who:

i. has acquired or has contracted to acquire any of the estates further defined in this definition at (b) (c) and (d) below in the Dwelling; or

ii. otherwise Occupies the Dwelling;

(b) the creation of a legal term of years in respect of the Dwelling; or

(c) the transfer of a freehold interest in respect of the Dwelling; or

(d) the creation of a freehold interest in the Dwelling by constituting the Dwelling as commonhold land for the purposes of the Commonhold and Leasehold Reform Act 2002;

and/or whichever shall first occur and "Dispose" and "Disposed of" shall be construed accordingly save that this definition shall not apply in paragraph 4 of Schedule 1.

"Dwelling" means a self-contained unit of residential accommodation (including houses, flats and maisonettes) constructed on the Land pursuant to the Planning Permissions and "Dwellings" shall be construed accordingly.

"Ecology Mitigation" means the provision of the following:

(a) the Buffer Landscaping;

(b) fencing to the northern boundary with Barton's Copse; and
(c) the Bat Boxes,

in accordance with the Ecology Mitigation Plan and the details approved in writing by the Borough Council.

"Ecology Mitigation Plan" means the report by The Ecology Co-op titled the Biodiversity Mitigation and Enhancement Plan and dated 16 November 2018.

"Education Contribution" means the sum of £313,875 (price base 4Q2017) payable to the County Council as a contribution towards the proposed expansion of Sharps Copse Primary School.

"EHDC Planning Application" means the application submitted by the Owners to the District Council with reference number 53322/003 for the Development.

"EHDC Planning Permission" means the outline planning permission that may be granted by the District Council in pursuance of the EHDC Planning Application.

"EHDC Monitoring Fee" means the sum of £675 as a contribution towards the costs incurred by the District 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.

"Eligible Persons" means persons with a Local Connection who are unable to afford housing accommodation on the open market (whether by renting or purchasing) within the administrative area of the Borough Council and the expression "Eligible Person" shall be construed accordingly.

"European Protected Sites" means the following:

(a) Chichester and Langstone Harbours Special Protection Area;
(b) Chichester and Langstone Harbours Ramsar site;
(c) the Solent Maritime Special Area of Conservation; and
(d) Solent and Dorset Coast Special Protection Area.

"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.

"Future SuDs Areas" means approximately 0.18 ha of the Land reserved for future use as a sustainable urban drainage system and

	more particularly shown edged and hatched blue and marked "Future SuDs Area" on Plan 2.
"HBC Planning Application"	means the application submitted by the Owners to the Borough Council with reference number APP/19/00007 for the Development.
"HBC Planning Permission"	means the outline planning permission that may be granted by the Borough Council in pursuance of the HBC Planning Application.
"HBC Monitoring Fee"	means the sum of £10,670 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 Council or the County Council (as appropriate) or his/her appointed representative for the time being or any successor.
"Health Contribution"	means the sum of £11,520 payable to the Borough Council as a contribution towards increasing the capacity of existing health care facilities in the vicinity of the Residential Development to accommodate the increased demand for such services as a result of the Residential Development.
"Help to Buy Agent"	means the body nominated by the Homes England to be responsible for Low Cost Home Ownership nominations within the administrative area of the Borough Council or in the event that nobody has been nominated such other body or organisation as the Borough Council shall first approve in writing.
"Highways Agreement"	means an agreement made under section 278 and/or section 38 of the Highways Act 1980 or any other relevant legislation to secure the Highway Works.
"Highways Contribution"	means the sum of £145,000 to be used towards the Highway Improvement Scheme.
"Highway Improvement Scheme"	means the highway improvement scheme at the Bartons Road/Petersfield Road junctions shown in principle on Plan 3.
"Highway Improvement Scheme Completion Certificate"	means a completion certificate issued by the County Council to its contractor on the satisfactory completion of the Highway Improvement Scheme.
"Highway Works"	means the highway works to provide: (a) site access works but not including enabling works for onsite highway; (b) shared use path between the site access and Eastleigh Road;

(c) keep clear markings at the site entrance to Havant Crematorium; and
(d) shared use connection between the emergency access and adopted highway;

as shown in principle on Plan 4 and to be provided in accordance with the Highways Agreement.

"Homes England" means the body corporate charged under the Housing and Regeneration Act 2008 with the functions of regulating the provision of Affordable Housing within the Borough Council's administrative area by any registered provider or if such body ceases to exist or is superseded or any such successor body or organisation to them including the Regulator of Social Housing where the context so requires.

"Index" means either:

(a) CPI in respect of all financial contributions payable to the Borough Council and District Council (except for the SRMS Contribution where RPI shall apply); or
(b) RPI (All Items) in respect of all financial contributions payable to the County Council (except for the Education Contribution where BCIS All-In TPI shall apply;

and where no index is specified CPI shall apply.

"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 due (or paid if earlier)

B = the last figure published for the Index that applied for the month immediately preceding the date of this Agreement.

"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 Camp Field being land to the west of Havant Crematorium and on the north side of Barton's Road and registered at the Land Registry with title number SH34071 and shown edged red on Plan 1.

"Local Connection" means a connection to the administrative area of the Borough Council by virtue of:

(a) existing or previous residence;
(b) employment;

(c) close family links through parents, siblings or offspring; or
(d) any other connection as agreed with the Affordable Housing Provider and the Borough Council.

"Low Cost Home Ownership" means help to buy products as defined by Homes England including Shared Ownership Dwellings and "Low Cost Home Ownership Dwellings" shall be construed accordingly.

"Native and Wildflower Shrub Area" means approximately 0.4 ha of the Land which is to be planted with native and wildflower shrub species and more particularly shown edged and hatched green and marked "Native and Wildflower Shrub Planting" on Plan 2.

"Nutrient Budget" means the report prepared by Earthcare Technical dated 1 March 2020 detailing the nutrient budget required for the Development.

"Nutrient Budget Areas Plan" means Plan 5.

"Nutrient Mitigation Land" means approximately 1.57 ha of the Land comprised in the Buffer Landscaping, Open Space Land (not including the Children's Play Area), the Native and Wildflower Shrub Area, the Future SuDs Areas and the Community Orchard and more particularly shown on the Nutrient Budget Areas Plan, which are to be restricted to only those uses and activities that do not exceed the nutrient load for the Nutrient Mitigation Land above 5 kilograms of total nitrogen per hectare per year for the lifetime of the Residential Development in order to mitigate the water quality impacts arising from the Development on the European Protected Sites and in accordance with the Nutrient Budget.

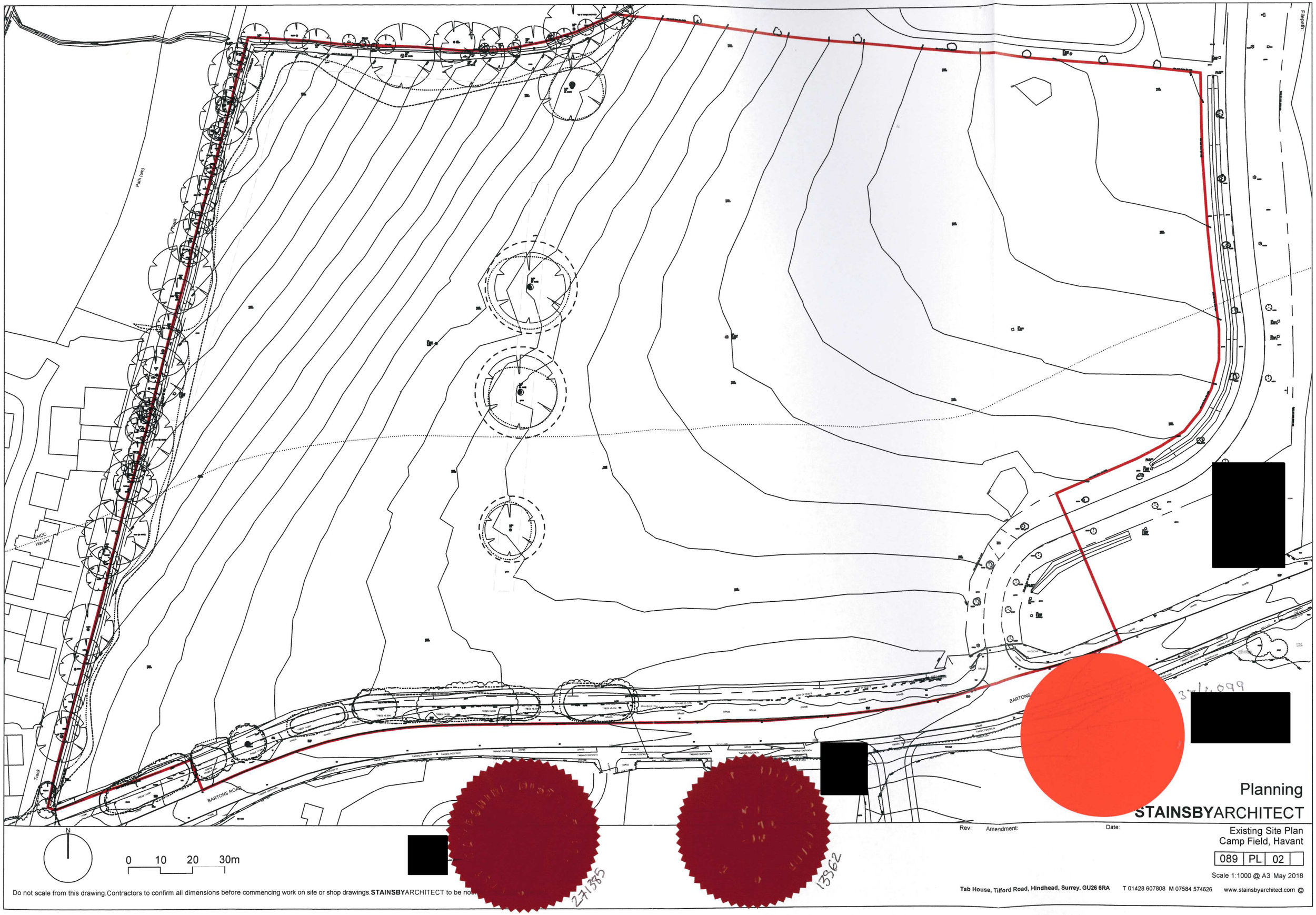
"Occupation" means occupation for the purposes permitted by the Planning Permissions but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupiers" shall be similarly construed.

"Open Market Dwellings" means Dwellings which are not Affordable Dwellings.

"Open Space Land" means approximately 0.15ha of the Land shown in principle hatched yellow on Plan 2 to be provided as public open space land (including the Children's Play Area) as part of the Residential Development in accordance with the details approved in writing by the Borough Council.

"Permissive Paths" means any unadopted road, footpath, footway or other means of access to be constructed on the Land (a) within the areas shown edged brown on Plan 2 and which serves the Residential Development and/or (b) providing access

	for Occupiers and the public to the Community Orchard from the Residential Development.
"Plan 1"	means the plan attached to this Agreement and labelled "Existing Site Plan" with drawing number 089_PL_02.
"Plan 2"	means the plan attached to this Agreement and labelled "Plan 2" with drawing number 089 PL 04 K or any such updated plan as the Owners submit to the Borough Council or the District Council alongside a Reserved Matters Application and is approved by either the Borough Council or the District Council expressly for the purposes of this definition.
"Plan 3"	means the plan attached to this Agreement with drawing number 17-055-046 showing in principle the Highway Improvement Scheme.
"Plan 4"	means the plan attached to this Agreement with drawing number 17-055-011 Rev K showing in principle the Highways Works.
"Plan 5"	means the plan attached to this Agreement with drawing reference number 1917-SK-20200228-001 and labelled Nutrient Budget Areas.
"Plan 6"	means the plan attached to this Agreement with drawing reference number 17-055-048 and labelled "Phase 1 SUDs features".
"Planning Permissions"	means the HBC Planning Permission and the EHDC Planning Permission together.
"Reserved Matters Application"	means the application or applications submitted for reserved matters approval with respect to details that have been reserved by the Planning Permissions as matters for further approval by the Borough Council or the District Council (as appropriate).
"Reserved Matters Approval"	means the approval or approvals given by the Borough Council or the District Council (as appropriate) for a Reserved Matters Application.
"Residential Development"	means the construction of 72 Dwellings plus associated access and landscaping in accordance with the HBC Planning Permission.
"Residential Management Agreement"	means an agreement between the Owners and the Residential Management Company setting out the terms of appointment of the Residential Management Company with respect to the Development, including the Residential Management Company's responsibilities in implementing and performing the obligations as contained within the Residential Management Plan.



Do not scale from this drawing. Contractors to confirm all dimensions before commencing work on site or shop drawings. **STAINSBY**ARCHITECT to be notified of any discrepancies.

[redacted]

271385

135962

[redacted]

[redacted]

[redacted]

[redacted]

3/4099

Planning

STAINSBYARCHITECT

Rev:	Amendment:	Date:

Existing Site Plan
Camp Field, Havant

089 | PL | 02 |

Scale 1:1000 @ A3 May 2018

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BUFFER

FUTURE SuDs AREA

NATIVE AND WILDFLOWER SHRUB AREA

COMMUNITY ORCHARD

PLAY

EHDC

HBC

[redacted]

KEY

1 Vehicular access
2 Emergency acces
3 Existing trees retained
4 Swale / attenuation pond
5 Community Orchard
6 Landscaped Public Open Space
7 Ancient Woodland
8 Crematorium
9 Access to Crematorium
10 Farm access
11 Managed grassland / fallow
12 LAP
13 New dwelling
14 Parking court
15 Access road
16 Additional visitors parking

BARTONS ROAD

N

0 10 20 30m

Do not scale from this drawing.Contractors to confirm all dimensions before commencing work on site or shop drawings. ed of any discrepancies.

[redacted]

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37/40099

Planning

STAINSBYARCHITECT

Rev: Amendment: Date:

Master Plan
Camp Field, Havant

PLAN 2

089 | PL | 04 | K

Scale 1:1000 @ A3 Oct 2018

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N

271385

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[redacted]

[redacted]

Key

Proposed Improvement Scheme

37/4099

[redacted]

Lane Length = 28m

Realign footway.
Street furnitures (lighting and sign post) to be relocated as required.

Rev	Amendments	Drn	Chk	App	Date

Issued by ☒

Charles & Associates

Landmark House
Station Road
Hook
Hampshire
RG27 9HA
01256 630420

☐ Park House, Park Farm
East Malling Trust Estate
Bradbourne Lane
Aylesford Kent ME20 6SN
01732 448120

Job Title
Land West of the Havant Crematorium
Bartons Road

Drawing Title
Petersfield Road / Bartons Road
Proposed Improvement Scheme

Client
Chidden Farms

Scale	Date	Designed
1:500@A3	Sep 19	PL
Drawn	Checked	Approved
PL	GAC	GAC
Job No	Drawing No	Rev
17-055	17-055-046	-

N

Existing tactile paving to be removed and new tactile paving installed

Recent Linden Homes Development

HARRISON WAY

Proposed provision of dropped kerb with tactile paving

Pinch point Length 35m

LYNCH CLOSE

DMRB 2.4m x 120m Visibility Splay

Existing Pedestrian Refuge with dropped kerbs and tactile paving

Existing parapet measured at 1.3m above bridge deck

Combined pedestrian/cyclist and emergency access with staggered gates

Gate Open

Gate Closed

Gate Closed

Gate Open

Tangent to edge of carriageway

Fence

Relocate LP to rear of footway/cycleway

Dropped kerb

3m

0.5m

Proposed 3m Footway/Cycleway

Proposed dropped kerb and tactile providing connection to existing footway on south of Bartons Road

Sign 956 300Ø mounted 2.5m above pavement level on existing lamp post and facing East

BARTONS ROAD

DMRB 2.4m x 120m Visibility Splay

SEE BELOW

27/385

15562

37/4099

NOTES

KEY

Note1 : The proposed layout assumes prior implementation of the access arrangements as approved for planning application (APP/15/01435) in drawing 14-018-002 and cycle provision improvements as shown in drawing 14-018-015.

- Proposed 2m Footway and 3m Footway/Cycleway
- Proposed Carriageway
- Proposed Traffic Island
- Proposed 0.5m Strip between Carriageway and Shared Footway/Cycleway
- Highway Boundary

N

SEE ABOVE

BARTONS ROAD

Existing dropped kerb to be replaced by full height kerb

DMRB 2.4m x 120m visibility splay for 37.3mph 85th percentile wet weather speed

Pedestrian refuge with dropped kerb and tactile paving in accordance with HCC10/C/80

Proposed Footway

Corduroy Paving

Corduroy Paving

Lamp post to be relocated

2m

6.75m

R10m

R10m

Dropped kerb to allow cyclistjoin/exit the carriageway

Crematorium Access

6m

Stagger distance = 40.0m

ATC Results
Eastbound 85% Wet weather speed 36.5mph

DMRB 2.4m x 120m visibility splay for 37.3mph 85th percentile wet weather speed

Pedestrian and cycle refuge with dropped kerb and tactile paving

Proposed tie-in to the footway/cycleway proposed by Southleigh House Development

Proposed traffic island with reflective bollards and illuminated keep left signs in keeping with HCC10/C/080

ATC Results
Westbound 85% Wet weather speed 37.3mph

Proposed traffic island with reflective bollards and illuminated keep left signs in keeping with HCC10/C/080

Rev	Amendments	Drn	Chk	App	Date
K	Keep clear marking added.	PL	GAC	GAC	Jun 20
J	Emergency access visibility splay amended.	DK	GAC	GAC	July 19
I	Amended as per HCC comments.	DK	GAC	GAC	May 19
H	Job title and client amended.	PL	GAC	GAC	Nov 18
G	Minor amendments.	PL	GAC	GAC	Oct 18
F	Amended to suit the lastest masterplan.	PL	GAC	GAC	Oct 18
E	DMRB 2.4m x 120m visibility splays provided.	PL	TMS	GAC	Sep 18
D	Access narrowed to 5.5m.	PL	TMS	GAC	Aug 18
C	Text amended.	PL	TMS	GAC	July 18
B	Pedestrian crossing revised. Emergency access relocated.	PL	TMS	GAC	June 18
A	Minor amendments	DK	TMS	GAC	May 18

Consulting Engineers Ltd

Issued by

Landmark House
Station Road
Hook
Hampshire
RG27 9HA
01256 630420

Park House
Park Farm
East Malling Trust Estate
Bradbourne Lane
Aylesford
Kent
ME20 6SN
01732 448120

enquiries@c-a-uk.com
www.c-a-uk.com

Job Title

Land West of Havant Crematorium Bartons Road, Havant

Drawing Title

Proposed Site Access and Emergency Access

Client

White Farming Limited

Scale	Date	Designed
1:500@A1	Apr 18	PL
Drawn	**Checked**	**Approved**
PL	TMS	GAC
Job No	**Drawing No**	**Rev**
17-055	17-055-011	K

13562

[redacted]

[redacted]

Key:

- Wildflower and native shrubs 0.59 ha
- Traditional orchard 0.37 ha
- 18m wide native shrub planting to buffer ancient woodland 0.29 ha
- Pond 0.20 ha
- Amenity grass areas 0.12 ha

[redacted]

27/3985

37/4099

CAMP FIELD, HAVANT
1917-SK-20200228-001
Nutrient Budget Areas



NOTES

1. Do not scale from this drawing.
2. All dimensions are in meters unless stated otherwise.
3. Preliminary surface water drainage strategy based on topographical survey provided by others. C&A Consulting cannot accept responsibility for any inaccuracies.
4. The surface water drainage strategy depicted on this drawing is preliminary only and indicates design intent.
5. Refer to Drawing 17-055-031 for the 'Indicative Surface Water Drainage Strategy'.

LEGEND

- Surface Water Pipe/Manhole
- Attenuation Basin
- Extent of Top/Bottom embankment
- Proposed Attenuation Tank
- Proposed Pervious Paving
- Existing Ditch
- Swale
- Highway Infiltration Trench

[redacted]

37/4099

Rev	Amendments	Drn	Chk	App	Date

Charles & Associates

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Landmark House
Station Road
Hook
Hampshire
RG27 9HA
01256 630420

enquiries@c-a.uk.com
www.c-a.uk.com

Park House
Park Farm
East Malling Trust Estate
Bradbourne Lane
Aylesford
Kent
ME20 6SN
01732 448120

Job Title
Land west of the Havant crematorium
Bartons Road, Havant

Drawing Title
Phase 1 SUD's features

Client
White Farming Limited

Scale	Date	Designed
NTS@A1	June 20	-
Drawn	Checked	Approved
GG	GC	GC
Job No	Drawing No	Rev
17-055	17-055-048	-

271385

13562

[redacted]

"Residential Management Company"	means a company limited by guarantee or by shares and established in accordance with the provisions of paragraph 1 of Schedule 2 to be charged with the management and maintenance of the Common Parts and the Ecology Mitigation and (if the Owner elects) the Community Orchard such management and maintenance to accord with the approved Residential Management Plan and (if relevant) in the case of the Community Orchard to accord with the approved Community Orchard Management Plan.
"Residential Management Plan"	means a plan for the maintenance and management of the Common Parts and Ecology Mitigation for the lifetime of the Residential Development, including details of how the costs of maintenance and management shall be met by owner-occupiers of the Dwellings and how the Nutrient Mitigation Land (excluding the Community Orchard, the Native and Wildflower Shrub Area and the Future SuDs Areas) will be managed to achieve nutrient neutrality for the Development in accordance with the Nutrient Budget, to be proposed by the Owners and approved by the Borough Council in accordance with the provisions of Schedule 2.
"RPI"	means the Retail Price Index published by the Office of National Statistics.
"RPI (All Items)"	means the All Items Index of Retail Prices published by the Office of National Statistics.
"Shared Ownership Dwellings"	means Affordable Housing leased to Eligible Persons who purchase a percentage of the equity of the Affordable Dwelling and pay a rent in relation to the share of the equity retained by the Affordable Housing Provider.
"Solent Recreation Mitigation Partnership"	means the partnership of local planning authorities bordering the Solent formed to develop the Solent Recreation Mitigation Strategy.
"Solent Recreation Mitigation Strategy (SRMS)"	means the framework to mitigate potential impacts on the Solent Special Protection Areas from increased visitor pressure arising from housebuilding dated 1 April 2018.
"Solent Special Protection Areas"	means the Special Protection Areas (designated under the Wildlife and Countryside Act 1981) in the Solent covered by the Solent Recreation Mitigation Strategy.
"SRMS Contribution"	means the sum calculated in accordance with paragraph 2 of Schedule 4 to this Agreement as a contribution towards measures to mitigate against the impact of the Development to the Solent Special Protection Areas in accordance with the Solent Recreation Mitigation Strategy.

"SuDs"	means the sustainable drainage systems for the Residential Development to be provided in accordance with a specification to be agreed in writing by the Borough Council with the proposed attenuation basin shown edged blue and hatched with blue crosses and the proposed swales shown hatched with green crosses on Plan 6.
"Surety"	means a bank or other financial institution as may be nominated by the Owners and approved by the Borough Council or the County Council's Head of Legal Services (as the case may be).
"Travel Plan"	means a document detailing a package of targets/measures aimed at promoting and implementing more sustainable travel choices and reducing reliance on private motor vehicles by Occupants of the Dwellings including provision for the County Council to be notified and kept informed of the identity of the Travel Plan Co-ordinator.
"Travel Plan Approval Fee"	means the sum of £1,500 as a contribution towards the costs incurred by the County Council in the approval of the Travel Plan.
"Travel Plan Bond"	means a bond approved by the County Council in the sum of £68,800 being the estimated cost of monitoring implementation and compliance with the targets/measures of the Travel Plan plus 10% and to be provided by a Surety.
"Travel Plan Co-ordinator"	means the person appointed by the Owners to be responsible for monitoring, implementation and performance of the Travel Plan.
"Travel Plan Monitoring Fee"	means the sum of £15,000 as a contribution towards the costs incurred by the County Council in monitoring, co-ordinating and enforcing the requirements of the Travel Plan.
"Working Day"	a day other than a Saturday, 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 any references to the Borough Council, the District 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 Owners 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 and section 278 of the Highways Act 1980.

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:

3.2.1 Schedules 1 to 7 are enforceable by the Borough Council and the County Council (as specified in those Schedules); and

3.2.2 Schedules 2, 5 and 6 are enforceable by the District Council and in accordance with clause 3.4 are enforceable by the Borough Council on behalf of the District Council (as applicable).

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 Subject to clauses 3.5 to 3.6, in accordance with section 101(1)(b) of the Local Government Act 1972 and section 9EA of the Local Government Act 2000 and any other relevant enabling powers and subject to the terms and conditions of this Agreement, the District Council hereby authorises the Borough Council to monitor, coordinate and enforce those obligations secured

under this Agreement that relate to the provision and maintenance of the Nutrient Mitigation Land and SuDs falling within the District Council's administrative area and agrees that the Borough Council shall act as the District Council's agent for this purpose.

3.5 The Borough Council shall at its own cost discharge those functions delegated under clause 3.4 in accordance with the terms of this Agreement and having regard to any guidance reasonably issued by the District Council and in compliance with all applicable laws, statutes and guidance.

3.6 Notwithstanding clauses 3.4 and 3.5, the District Council may at its discretion and at its own cost monitor, coordinate and enforce those obligations delegated to the Borough Council under paragraph 3.4.

3.7 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Borough Council, District 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

This Agreement shall have effect from the date hereof.

5 OWNERS' COVENANTS

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

6 BOROUGH COUNCIL, DISTRICT COUNCIL AND COUNTY COUNCIL COVENANTS

The Borough Council, the District Council and the County Council covenant with the Owners 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.

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.

8.3 This Agreement shall not be enforceable against any individual owner, occupier, tenant or mortgagee of a Dwelling save for, in relation to the Affordable Dwellings, paragraphs 2.4, 3.1 and 4 of Schedule 1.

8.4 Philip Dymoke White, Fiona Elizabeth White and Alexander Stuart Dymoke White enter into this Agreement in their capacity as trustees of P D White only and not in their personal capacity.

9 NOTICES

9.1 The Owners agree to give the Borough Council and the District Council written notice within ten 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 the transferee's full name and

9.1.1 registered office where the transferee is a company;

9.1.2 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 (save in relation to individual Dwellings where for the avoidance of doubt no notice is required of change in ownership).

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, the District Council and the County Council shall be marked for the attention of the Head of Legal.

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

Upon completion of this Agreement the Owners shall pay to the Borough Council and the County Council their reasonable and proper legal costs and the Director's costs in connection with the preparation, negotiation and completion of this Agreement.

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 ten 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 ten 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 thirty 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 Experts 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, District 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

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 All sums due under this Agreement shall be Index Linked save for sums due pursuant to clause 10 and paragraph 2 of Schedule 6.

13.2 Where reference is made to an 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 Borough Council or the County Council shall advise the Owners 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, District 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 Owners 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 Permissions:

17.1.1 expire;

17.1.2 are varied or revoked other than at the request of the Owners; or

17.1.3 are 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 Permissions) granted (whether or not on appeal) after the date of this Agreement.

18.2 This Agreement shall apply to any planning permission subsequently granted by the Borough Council or the District Council under section 73 or 73A of the Act which permits non-compliance with any of the conditions attached to the Planning Permissions or subsequent permission granted under such powers (a "Subsequent Permission") and the Planning Permissions shall be construed to include the development as stated in the Subsequent Permissions unless otherwise required by the Borough Council and/or the District Council, or the circumstances in clause 17.1.2 arise.

19 JURISDICTION

19.1 This Agreement shall be governed by and interpreted in accordance with the laws of England.

19.2 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

AFFORDABLE HOUSING

The Owners covenant with the Borough Council:

1 AFFORDABLE HOUSING MIX

1.1 to provide the Affordable Dwellings as part of the Residential Development in accordance with the Affordable Housing Mix and in accordance with the relevant Reserved Matters Approval relating to the design, siting and layout of the Affordable Dwellings.

1.2 that the Affordable Housing Mix shall reflect the mix of Dwellings in the Residential Development overall and shall consist of:

1.2.1 16 Affordable Rented Dwellings; and

1.2.2 6 Shared Ownership Dwellings;

or such other mix of type, tenure and numbers as may be agreed in writing with the Borough Council at its absolute discretion.

2 AFFORDABLE DWELLINGS

2.1 to ensure that the Affordable Dwellings within the Residential Development will be integrated and compatible with the design of the Open Market Dwellings.

2.2 not to Occupy or permit Occupation of more than 25 Open Market Dwellings until 11 of the Affordable Dwellings:

2.2.1 are completed and are ready for Occupation; and

2.2.2 have been transferred to an Affordable Housing Provider;

by either a transfer or transfers of the freehold interest or the creation of a long leasehold interest with a term of not less than 125 years.

2.3 not to Occupy or permit Occupation of more than 30 Open Market Dwellings until 100% of the Affordable Dwellings:

2.3.1 are completed and are ready for Occupation; and

2.3.2 have been transferred to an Affordable Housing Provider;

by either a transfer or transfers of the freehold interest or the creation of a long leasehold interest with a term of not less than 125 years.

2.4 not to allow or permit Occupation of any Affordable Dwellings for any purpose other than as Affordable Housing for Occupation by Eligible Persons.

2.5 not to let or transfer any Low Cost Home Ownership Dwellings to persons other than persons nominated by the Help to Buy Agent.

2.6 not to let any Affordable Rented Dwellings to persons other than persons nominated by the Borough Council.

2.7 that any deed of transfer or lease (as applicable) to an Affordable Housing Provider of the Affordable Dwellings shall contain the following (or such other alternative provisions as the Borough Council may agree in writing):

2.7.1 a covenant not to use the Affordable Dwellings otherwise than for the provision of Affordable Housing (subject to provisions equivalent to those in paragraphs 3 and 4 of this Schedule 1); and

2.7.2 a covenant not to Dispose of any of the Affordable Dwellings other than for the purpose of providing Affordable Housing to Eligible Persons (subject to provisions equivalent to those in paragraphs 3 and 4 of this Schedule 1); and

2.7.3 a covenant requiring the Affordable Housing Provider to enter into an agreement with the Borough Council granting the Borough Council the right to nominate 100% of the Occupiers of the Affordable Rented Dwellings when initially let and 100% of all subsequent true voids.

3 100% EQUITY SHARE

3.1 The provisions in paragraph 2 of this Schedule 1 shall cease to have effect in respect of any Affordable Dwelling where a leaseholder of an Affordable Dwelling (or its mortgagee) held under Low Cost Home Ownership has purchased 100% of the equity in the Affordable Dwelling or in respect of any Affordable Dwelling where the Occupier has exercised a statutory right to buy or a right to acquire in respect of such Dwelling.

4 CHARGEE IN POSSESSION

4.1 For the purpose of this paragraph "Chargee" means:

4.1.1 any mortgagee or chargee;

4.1.2 any receiver, administrative receiver or administrator appointed under the Law of Property Act 1925;

4.1.3 any housing administrator appointed under the Housing and Planning Act 2016; or

4.1.4 any other person appointed under any security document to enable a chargee or mortgagee to realise its security;

of the Affordable Housing Provider and the whole or any one or more of the Affordable Dwellings.

4.2 For the purpose of this paragraph "Disposal", "Dispose" and "Disposed" means the transfer of a freehold or leasehold interest in respect of an Affordable Dwelling by a Chargee.

4.3 The provisions of this Agreement relating to Affordable Dwellings shall not be binding on a Chargee (or any person or bodies deriving title through such Chargee) PROVIDED THAT the Chargee will have first:

4.3.1 given written notice to the Borough Council of its intention to exercise its powers of sale to Dispose of any of the Affordable Dwellings ("Notice"); and

4.3.2 used reasonable endeavours over a period of three months from the date the Notice is served to complete a Disposal of the relevant Affordable Dwelling(s) to either:

(a) another Affordable Housing Provider; or

(b) to the Borough Council.

4.4 Any Disposal referred to in paragraph 4.3.2 shall be for a consideration not less than the amount properly due and outstanding under the terms of the Chargee's relevant security documentation. This sum shall include all accrued principal monies, interest and the Chargee's reasonable costs and expenses.

4.5 In the event that a Disposal referred to in paragraph 4.3 shall not have been completed within the period of three months referred to in paragraph 4.3.2, the Chargee will be entitled to Dispose of the relevant Affordable Dwelling(s) free from the provisions of this Schedule 1 relating to Affordable Housing which shall determine absolutely in respect of the relevant Affordable Dwelling(s).

4.6 For the avoidance of doubt in respect of the relevant Affordable Dwelling(s) Disposed of in accordance with paragraph 4.5 above the purchaser shall not be subject to the obligations of this Schedule 1 to this Agreement.

SCHEDULE 2

MANAGEMENT OF THE DEVELOPMENT

The Owners (and the Borough Council and the District Council where relevant) covenant:

1 RESIDENTIAL MANAGEMENT COMPANY AND RESIDENTIAL MANAGEMENT PLAN

1.1 Not to Commence the Residential Development until the Borough Council and the District Council (or an Expert) have approved in writing the Owners' proposal for the formation of the Residential Management Company and such proposal shall include full details of the proposed structure and voting rights of the Residential Management Company.

1.2 The Borough Council and the District Council each covenant that it will notify the Owners that it either approves or rejects the proposal referred to in paragraph 1.1 of this Schedule 2 (or any resubmission) within two months of receipt. If notification of a refusal is received by the Owners from either the Borough Council or the District Council within the aforementioned time period, the Owners shall continue to comply with the obligation at paragraph 1.1 of this Schedule 2 and submit a further proposal or proposals until such time as the Borough Council and the District Council (or an Expert in the case of dispute) approves the Owners' proposals for the Residential Management Company.

1.3 In the event that either the Borough Council and/or the District Council fails to notify the Owners in accordance with paragraph 1.2 of this Schedule 2, the proposal for the formation of the Residential Management Company as submitted in accordance with paragraph 1.1 of this Schedule 2 (or as resubmitted) will be deemed approved in writing by that Council for the purposes of paragraph 1.1.

1.4 Not later than three months following Commencement of the Residential Development to submit to the Borough Council and the District Council in writing the Residential Management Plan.

1.5 The Borough Council and the District Council each covenant that it will notify the Owners that it either approves or rejects the proposal referred to in paragraph 1.4 of this Schedule 2 (or any resubmission) within two months' of receipt. If notification of a refusal is received by the Owners from either the Borough Council or the District Council within the aforementioned time period, the Owners shall revise the Residential Management Plan and submit such revisions until such time as the Borough Council and the District Council (or an Expert in the case of dispute) approves the Residential Management Plan.

1.6 In the event that either the Borough Council and/or the District Council fails to notify the Owners in accordance with paragraph 1.5 of this Schedule 2, the Residential Management Plan as submitted in accordance with paragraph 1.4 of this Schedule 2 (or as resubmitted) will be deemed approved by that Council in writing for the purposes of paragraph 1.8.2.

1.7 Following approval of the Residential Management Plan in accordance with this Schedule 2 the Owners shall within six months of such approval take all necessary steps to secure the formation and registration of the Residential Management Company at Companies House (taking into account any modifications reasonably required by either the Borough Council or District Council) and to notify the District Council and the Borough Council accordingly within fourteen days of the completion of the registration of the Residential Management Company.

1.8 Not to allow or permit Occupation of any Dwelling until:

1.8.1 the Residential Management Company has been formed in accordance with the approved proposals; and

1.8.2 the Residential Management Plan has been approved in writing by the Borough Council and District Council (or by an Expert).

1.9 Following completion of the relevant areas to secure the proper maintenance of the Common Parts, the Ecology Mitigation and Nutrient Mitigation Land (except for the Community Orchard) and the SuDs to the reasonable satisfaction of the Borough Council and the District Council until such time as:

1.9.1 the Residential Management Company is registered and the Residential Management Plan has been approved; and

1.9.2 in respect of the Common Parts:

(a) the maintenance arrangements in accordance with the Residential Management Plan have been implemented; and

(b) the transfer or the granting of a long leasehold interest of the Common Parts to the Residential Management Company is completed; and

1.9.3 in respect of the SuDs, such SuDs are transferred to the Residential Management Company or adopted by a statutory undertaker.

1.10 That if the Residential Management Company ceases to exist as a company or if the Residential Management Company at any time defaults in the performance of any of its covenants or obligations on its part as contained in the Residential Management Plan and/or Residential Management Agreement then the Owners shall (without prejudice to any other right or remedy of the Owners against the Residential Management Company or any other person) perform the said covenants and obligations until the appointment by the Owners of a successor to the Residential Management Company.

2 COMMUNITY ORCHARD MANAGEMENT ORGANISATION AND COMMUNITY ORCHARD MANAGEMENT PLAN

2.1 Not to Commence the Residential Development until the Borough Council and District Council (or an Expert) have approved in writing the Owners' proposal for the Community Orchard Management Organisation and such proposal shall include full details of the proposed structure and (if applicable) voting rights of the Community Orchard Management Organisation.

2.2 The Borough Council and the District Council each covenant that it will notify the Owners that it either approves or rejects the proposal referred to in paragraph 2.1 of Schedule 2 (or any resubmission) within one month of receipt. If notification of a refusal is received by the Owners within the aforementioned time period, the Owners shall continue to comply with the obligation at paragraph 2.1 of Schedule 2 and submit a further proposal or proposals until such time as the Borough Council and District Council (or an Expert in the case of dispute) approves the Owners' proposals for the Community Orchard Management Organisation.

2.3 In the event that the Borough Council or District Council fails to notify the Owners in accordance with paragraph 2.2 of this Schedule 2, the proposal for the Community Orchard Management Organisation as submitted in accordance with paragraph 2.1 of this Schedule 2 (or as resubmitted) will be deemed approved in writing for that Council for the purposes of paragraph 2.1.

2.4 Not to Commence the Residential Development until the Borough Council and District Council (or an Expert) has approved in writing the Community Orchard Management Plan.

2.5 The Borough Council and District Council each covenant that it will notify the Owners that it either approves or rejects the Community Orchard Management Plan referred to in paragraph 2.4 of this Schedule 2 (or any resubmission) within one month of receipt. If notification of a refusal is received by the Owners within the aforementioned time period, the Owners shall submit a revised Community Orchard Management Plan and submit such revisions until such time as the District Council and the Borough Council (or an Expert in the case of dispute) approves the Community Orchard Management Plan.

2.6 In the event that the District Council or the Borough Council fails to notify the Owners in accordance with paragraph 2.5 of this Schedule 2, the Community Orchard Management Plan as submitted in accordance with paragraph 2.4 of this Schedule 2 (or as resubmitted) will be deemed approved in writing for that Council for the purposes of paragraph 2.4.

2.7 Following approval of the Community Orchard Management Plan in accordance with this Schedule 2 the Owners shall take all necessary steps to secure the formation of the Community Orchard Management Organisation and where necessary its registration at Companies House and to notify the Borough Council and District Council accordingly within fourteen days of the completion of the registration of the Community Orchard Management Organisation.

2.8 Not to allow or permit Commencement of the Residential Development until the Community Orchard Management Organisation has been formed in accordance with the approved proposal.

2.9 Following completion of the Community Orchard and the Native and Wildflower Shrub Area, to secure the proper maintenance of the Community Orchard and the Native and Wildflower Shrub Area to the reasonable satisfaction of the Borough Council and the District Council until such time as:

2.9.1 the Community Orchard Management Organisation is registered and the Community Orchard Management Plan has been approved by the Borough Council and District Council; and

2.9.2 the maintenance arrangements for the Community Orchard and the Native and Wildflower Shrub Area in accordance with the Community Orchard Management Plan have been implemented; and

2.9.3 the Community Orchard Management Agreement is completed.

2.10 That if the Community Orchard Management Organisation ceases to exist as a trust or a company or relevant body or if the Community Orchard Management Organisation at any time defaults (other than in a minor way) in the performance of any of its covenants or obligations on its part as contained in the Community Orchard Management Agreement and/or the Community Orchard Management Plan then the Owners shall (without prejudice to any other right or remedy of the Owners against the Community Orchard Management Organisation or any other person) perform the said covenants and obligations until the appointment by the Owners of a successor to the Community Orchard Management Organisation.

3 PROVISION OF THE SUDS

3.1 Not less than two months prior to the Commencement of the Residential Development to submit to the Borough Council a bill of quantities detailing the open book construction costs for the SuDs.

3.2 The Borough Council covenants that it shall within ten Working Days notify the Owners that it either approves the open book construction costs for the SuDs as submitted or proposes such reasonable amendments as are considered necessary. In the event that the Borough Council fails to respond to the open book construction costs for the SuDs within ten Working Days of receipt, the open book construction costs as submitted are to be deemed approved.

3.3 Where reasonable amendments to the open book construction costs for the SuDs are proposed by the Borough Council, the Owners shall not more than ten Working Days after receiving the Borough Council's proposed amendments revise the open book construction costs for the SuDs in accordance with the proposed amendments.

3.4 The Owners shall submit the revised open book construction costs to the Council and the provisions of paragraphs 3.2 and 3.3 shall apply until such time as the open book construction costs are agreed or deemed approved or approved by an Expert in the case of dispute.

3.5 On or before Commencement of the Residential Development to:

3.5.1 provide to the Borough Council a Bond for the Bond Amount; or

3.5.2 pay the Cash Deposit to the Borough Council.

3.6 Where a Cash Deposit is paid by the Owners in accordance with paragraph 3.5.2, the Borough Council shall place the Cash Deposit into an interest bearing account with the interest accruing to the Owners.

3.7 The Bond shall endure, or the Cash Deposit shall be retained by the Borough Council, until the date of completion of construction of the SuDs serving the Residential Development as evidenced by receipt of a written notice confirming that the SuDs have been completed in accordance with the details approved by the Borough Council to the reasonable satisfaction of the Borough Council.

3.8 The Borough Council shall within ten Working Days of service of a written request by the Owners inspect the SuDS and shall within ten Working Days of that inspection give written notice to the Owners either that the SuDS have been completed to the reasonable satisfaction of the Borough Council or specify the works to be undertaken to ensure that the SuDS comply with the details approved by the Borough Council.

3.9 The Borough Council shall within ten Working Days of the event in paragraph 3.7 occurring either:

3.9.1 release the Owners and the Surety from the Bond; or

3.9.2 repay the Cash Deposit (or if the Borough Council has realised part of the Cash Deposit in accordance with paragraph 3.10 the unexpended amount) to the Owners, together with accrued interest (if any).

3.10 If the Owners:

3.10.1 fail to construct the SuDs in accordance with the details approved by the Borough Council in writing; or

3.10.2 prior to completion of the SuDs are adjudicated bankrupt or go into liquidation voluntarily or otherwise; or

3.10.3 have executed a deed of assignment for the benefit of or otherwise compound with their creditors (except for the purpose of reconstruction or amalgamation),

the Borough Council may (without prejudice to the Borough Council's other rights remedies and powers against the Owners):

3.10.4 by written notice, require the Surety to pay for; or

3.10.5 require the Cash Deposit be applied to,

any reasonable and proper expenditure (including legal costs) which the Borough Council may incur in carrying out the construction of the SuDs to serve the Residential Development to its own design or the Owners' design to return the Land to the level of hydrological response as existed before Commencement.

SCHEDULE 3

Travel Plan

The Owners covenant as follows with the County Council:

1 TRAVEL PLAN

1.1 Not to Occupy nor permit Occupation of any Dwelling until it has prepared and secured the written approval of the County Council (or an Expert) to a Travel Plan.

1.2 If reasonable amendments to the Travel Plan are proposed by the County Council, the Owners shall, not more than ten 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.

1.3 The Travel Plan shall be deemed to have been approved in writing for the purposes of paragraph 1.1 where:

1.3.1 the County Council has not approved the draft Travel Plan within four months of its first submission; or

1.3.2 where paragraph 1.2 above applies, the County Council has not approved the draft Travel Plan within two months of its submission.

1.4 Following first Occupation of any Dwelling, the Owners shall implement and comply with the approved or deemed approved Travel Plan in accordance with the requirements and timetable of the approved or deemed approved Travel Plan and shall use reasonable endeavours to achieve the targets set therein.

1.5 To pay to the County Council on the submission of the Travel Plan the Travel Plan Approval Fee (being the cost to the County Council of advising on the approval of the Travel Plan) less any sums that may already have been paid to the County Council in relation to the costs in advising on and approving the Travel Plan under this Agreement.

1.6 Not to Occupy nor permit Occupation of any Dwelling unless it has paid to the County Council the Travel Plan Monitoring Fee (being the cost to the County Council of monitoring the Travel Plan) less any sum that may already have been paid to the County Council in relation to the costs of monitoring the Travel Plan under this Agreement.

1.7 The Owners shall not Occupy nor permit Occupation of any Dwellings unless and until it has appointed a Travel Plan Co-ordinator for the Development to implement the Travel Plan and has notified the County Council in writing of such appointment.

1.8 Not to Occupy nor permit Occupation of any Dwelling unless and until it has provided to the County Council the Travel Plan Bond.

1.9 Following first Occupation of any Dwelling to implement the Travel Plan in relation to the part of the Land as is Occupied and use reasonable endeavours to achieve the measures/targets in the Travel Plan.

1.10 If at any time within five years of first Occupation of the Residential Development:

1.10.1 the Owners fail at any time to deliver or comply with any one or more of the measures/targets contained within the Travel Plan the County Council shall serve notice on the Owners specifying which measures/targets it has failed to meet and providing the Owners with a reasonable period of time in which to remedy the breach of the Travel Plan and provide the County Council with reasonable evidence that such measure/target has been met; and

1.10.2 if following the expiry of the period specified in the notice served pursuant to paragraph 1.10.1 above, the breach of the measures/targets contained within the Travel Plan have not been remedied then the County Council may serve notice on the Surety requiring it to pay on demand such sum as may be certified by the Director up to the amount of the Travel Plan Bond and is required to:

(a) remedy the failure to achieve and implement the measures/targets contained within the Travel Plan; or

(b) implement such alternative measures as the Director in his absolute discretion determines will at no greater cost to the Owners achieve the overall aims of the Travel Plan.

1.11 The Travel Plan Bond shall be automatically released on the fifth anniversary of the Occupation of the Development.

SCHEDULE 4

SOLENT RECREATION MITIGATION STRATEGY CONTRIBUTION

The Owners (and the Borough Council where relevant) covenant:

1 SRMS CONTRIBUTION

1.1. Upon all Reserved Matters Applications relating to the Residential Development being submitted to the Borough Council, the Borough Council shall calculate the SRMS Contribution in accordance with the formula set out at paragraph 2.1 of this Schedule 4 and shall notify the Owners in writing of the SRMS Contribution.

1.2. Not to Commence or permit Commencement of the Residential Development until the SRMS Contribution has been paid to the Borough Council.

2 SRMS CALCULATION

2.1 The SRMS Contribution for the Development shall be calculated using the following formula and matrix:

SMRS Contribution = the sum of the values of A to E (Index Linked) in Column 3 below.

Where the value of A to E in Column 3 are calculated as follows:

X (the value in Column 1) multiplied by Y (the rate applied in Column 2)

SRMS Contribution Rates (Index Linked)		
Column 1 **X**	**Column 2** **Y** **(Applicable bedroom rate)**	**Column 3** **(SRMS Contribution for corresponding bedroom number) (£)**
Number of Dwellings with 1 bedroom	**£356**	**A**
Number of Dwellings with 2 bedrooms	**£514**	**B**
Number of Dwellings with 3 bedrooms	**£671**	**C**
Number of Dwellings with 4 bedrooms	**£789**	**D**
Number of Dwellings with 5+ bedrooms	**£927**	**E**

A worked example is as follows:

A development with 4 dwellings comprising 2 dwellings with 2 bedrooms and 2 dwellings with 3 bedrooms dwellings have a contribution of:

	Column X	Column Y (Applicable bedroom rate)	Column 3 (SRMS Contribution for corresponding bedroom number) (£) (X multiplied by Y)	
Number of Dwellings with 1 bedroom	0	0	0	**A**
Number of Dwellings with 2 bedrooms	2	514	1028	**B**
Number of Dwellings with 3 bedrooms	2	671	1342	**C**
Number of Dwellings with 4 bedrooms	0	0	0	**D**
Number of Dwellings with 5+ bedrooms	0	0	0	**E**
Total SRMS Contribution equals the sum of the values of A - E			**£2370**	

SCHEDULE 5

GREEN INFRASTRUCTURE AND ECOLOGY MITGATION

The Owners covenant with the Borough Council and the District Council:

1 ECOLOGY MITIGATION

1.1 Not to Commence or permit Commencement of the Residential Development until a Reserved Matters Application or other application to be submitted under a condition of the Planning Permissions that includes details relating to the provision of the Ecology Mitigation has been submitted to and approved in writing by the Borough Council or the District Council (as appropriate).

1.2 Not to Commence or permit Commencement of Development until the Bat Boxes have been installed in accordance with details approved in writing by the Borough Council and the District Council.

1.3 Not to Dispose or permit any Disposal until the Ecology Mitigation has been delivered in accordance with the details approved by the relevant Reserved Matters Approval.

1.4 To secure the management and maintenance of the Ecology Mitigation in accordance with the Residential Management Plan.

2 COMMUNITY ORCHARD

2.1 Not to Commence or permit Commencement of the Residential Development until a Reserved Matters Application or other application to be submitted under a condition of the Planning Permissions that includes details relating to the provision of the Community Orchard been submitted to and approved in writing by the District Council and the Community Orchard has been provided in accordance with the details approved by the relevant Reserved Matters Approval.

2.2 Following completion of the Community Orchard, to secure the management and maintenance of the Community Orchard in accordance with the Community Orchard Management Plan and the Nutrient Budget.

3 OPEN SPACE LAND

3.1 Not to Dispose or permit the Disposal of more than 36 Dwellings until the Open Space Land (including the Children's Play Area) has been delivered in accordance with the details approved in writing by the District Council.

4 NUTRIENT MITIGATION LAND

4.1 From first Occupation of any Dwelling, not to use or permit the use of the Nutrient Mitigation Land for any use or activity which increases the nutrientload of the Nutrient Mitigation Land above 5 kilograms of total nitrogen per hectare per year and thereby affects the water quality of the European Protected Sites.

4.2 Not to Dispose or permit Disposal of any Dwelling until the Nutrient Mitigation Land has been provided in accordance with the Nutrient Budget Areas Plan.

4.3 From first Occupation of any Dwelling, to secure the management and maintenance of the Nutrient Mitigation Land in accordance with the Nutrient Budget and the Residential Management Plan or the Community Orchard Management Plan (as the case may be).

4.4 Not to Dispose or permit Disposal of any Dwelling until the Future SuDs Areas have been provided as level organic grassed areas and in accordance with the Nutrient Budget Areas

Plan and the Owners shall thereafter secure the management and maintenance of the Future SuDs Areas in accordance with the Nutrient Budget.

4.5 Not to Dispose or permit Disposal of any Dwelling until the fencing around the boundaries of Future SuDs Areas has been provided in accordance with the details approved by the Borough Council and District Council (such details to include details of management and maintenance of the fencing by the Owners) and the Owners shall thereafter secure the management and maintenance of the fencing in accordance with the approved details.

4.6 Not to Dispose or permit Disposal of any Dwelling until the fencing around the boundary of the Native and Wildflower Shrub Area has been provided in accordance with the details approved by the Borough Council and District Council and shall thereafter be maintained in accordance with the Community Orchard Management Plan.

SCHEDULE 6

MISCELLANEOUS

The Owners covenant as follows:

1 COMMENCEMENT OF DEVELOPMENT

To give to the Borough Council, the District Council and the County Council not less than ten Working Days written notice of their intention to Commence.

2 MONITORING FEE

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

3 SUBMISSION OF DOCUMENTS

To provide when submitting documents or details to the Borough Council, District 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.

4 PUBLIC ACCESS

4.1 Not to Occupy or permit Occupation of more than 32 Dwellings until the Permissive Paths have been laid out, constructed and made available for use in accordance with the details approved in writing by the District Council and the Borough Council.

4.2 Following the making available to the public of the Permissive Paths in accordance with paragraph 4.1, to ensure that the Permissive Paths are available for use by owner-occupiers of the Dwellings and the public at large.

4.3 To include in any transfer or lease of the Permissive Paths covenants requiring the Permissive Paths to be made and kept available for use by the public in perpetuity.

5 HEALTH CONTRIBUTION

Not to Dispose or permit Disposal of any Dwelling until the Health Contribution has been paid to the Borough Council.

6 COMMUNITY PROJECT WORKER CONTRIBUTION

6.1 To pay the Community Project Worker Contribution to the Borough Council in the following instalments:

6.1.1 50% payable on or prior to first Occupation of any Dwelling;

6.1.2 50% payable on or prior to Occupation of more than 36 Dwellings;

6.2 Not to Occupy or permit Occupation of any Dwelling until 50% of the Community Project Worker Contribution has been paid.

6.3 Not to Occupy or permit Occupation of more than 36 Dwellings until 100% of the Community Project Worker Contribution has been paid.

SCHEDULE 7

HIGHWAY WORKS AND EDUCATION CONTRIBUTION

The Owners covenant with the County Council as follows:

1 HIGHWAYS WORKS AND HIGHWAYS CONTRIBUTION

1.1 Not to Commence or permit Commencement of the Residential Development until the Owners have entered into a Highways Agreement(s) with the County Council for the Highway Works.

1.2 That it shall carry out and complete the Highway Works in accordance with the Highways Agreement(s).

1.3 Not to Occupy, or permit Occupation of any Dwelling until the Highway Works have been completed in accordance with the Highways Agreement(s) and a Certificate of Completion has been issued.

1.4 To pay the Highways Contribution to the County Council in the following instalments:

1.4.1 50% of the Highways Contribution to be paid on or prior to Commencement of the Residential Development; and

1.4.2 50% of the Highways Contribution to be paid on or prior to practical completion of 54 Dwellings.

2 EDUCATION CONTRIBUTION

Not to Dispose or permit Disposal of any Dwellings until the Education Contribution has been paid to the County Council.

SCHEDULE 8

BOROUGH COUNCIL AND DISTRICT COUNCIL'S COVENANTS

1. BOROUGH COUNCIL'S COVENANTS

The Borough Council covenants with the Owners as follows:

1.1. To use the Community Project Worker Contribution, the HBC Monitoring Fee, the Health Contribution and the SRMS Contribution for the purposes specified in this Agreement or such other purposes for the benefit of the Development as the Owners 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 Community Project Worker Contribution, the HBC Monitoring Fee, the Health Contribution and the SRMS Contribution such amount of those contributions which remain 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 the last instalment (where applicable) of such contribution, together with Interest accrued (if any) from the date of payment of the contribution until the date of request for refund.

2. DISTRICT COUNCIL'S COVENANTS

The District Council covenants with the Owners as follows:

2.1. To use the EHDC Monitoring Fee for the purposes specified in this Agreement or such other purposes for the benefit of the Development as the Owners and the District Council shall agree in writing.

2.2. Following receipt of a written request to do so to repay to the person who paid the EHDC 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 District 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 District Council of the EHDC Monitoring Fee together with Interest accrued (if any) from the date of payment of the contribution until the date of request for refund.

SCHEDULE 9

COUNTY COUNCIL'S COVENANTS

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

1.1. To use the Education Contribution, the Travel Plan Approval Fee, the Travel Plan Monitoring Fee and the Highways Contribution for the purposes specified in this Agreement or such other purposes for the benefit of the Development as the Owners 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 Education Contribution, the Travel Plan Approval Fee, the Travel Plan Monitoring Fee (or their nominee) such amount of those contributions which remain unspent or is not committed by the letting of a contract on the tenth anniversary of the date of receipt by the County Council of the last instalment (where applicable) of such contribution, together with Interest accrued (if any) from the date of payment of the contribution until the date of request for refund.

1.3. Following receipt of a written request to do so to repay to the person who paid the Highways Contribution (or their nominee) such amount of the Highways Contribution which remains unspent before the earlier of (A) two (2) years from the date of the issue of the Highways Improvement Scheme Completion Certificate and (B) the tenth anniversary of the date of receipt by the County Council of the first instalment of the Highways Contribution, together with any interest accrued (if any) from the date of payment of the first instalment of the Highways Contribution until the date of request for refund. If requested to do so the County Council is to supply a full account of any of the Highways Contribution that has been spent.

1.4. To enter into the Highways Agreement in respect of the Highway Works.

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

in the presence of:

13562

[redacted]

Authorised Signatory

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

in the presence of:

271385

[redacted]

Authorised Signatory

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

in the presence of:

37/4099

[redacted]

Authorised Signatory

Name: PAUL HODGSON

Position: DEPUTY HEAD OF LEGAL

Signed as a DEED by)
PHILLIP DYMOKE WHITE as TRUSTEE for)
PD WHITE in the presence of a witness:)
)

[redacted]

Philip Dymoke White

Signature [redacted]
Name:
Addres
Occupatio

Signed as a DEED by)
FIONA ELIZABETH WHITE as TRUSTEE)
for PD WHITE in the presence of a witness:)
)

[redacted]

Fiona Elizabeth White

Signature
Name
Addre
Occupatio

Signed as a DEED by)
)
ALEXANDER STUART DYMOKE WHITE as)
TRUSTEE for PD WHITE in the presence of)
a witness:)

[redacted]

Alexander Stuart Dymoke White

Signature:
Name:
Address:
Occupation

[redacted]

APPENDIX 1

Bond Agreement relating to the SuDs

This Bond is made as a deed **between the following parties whose names and addresses are set out in the Schedule to this Bond (the 'Schedule'):-**

(1) The 'Contractor' as principal
(2) The 'Guarantor' as guarantor, and
(3) The 'Employer'

Whereas

(1) By a contract (the 'Contract') entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works (the 'Works) upon and subject to the terms and conditions therein set out.

(2) The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Bond subject to the limitation set out in clause 2.

Now this deed witnesses as follows:-

1 The Guarantor guarantees to the Employer that in the event of a breach of the Contract by the Contractor the Guarantor shall subject to the provisions of this Bond satisfy and discharge any damages sustained by the Employer ("the Damages") which relate to the obligation to carry out the Works.

2 The maximum aggregate liability of the Guarantor and the Contractor under this Bond shall not exceed the sum set out in the Schedule (the 'Bond Amount').

3 Unless the Employer expressly agrees, the Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release reduce or affect the liability of the Guarantor under this Bond.

4 Whether or not this Bond shall be returned to the Guarantor the obligations of the Guarantor under this Bond shall be released and discharged absolutely upon the Expiry Date (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach and stating that the amount being demanded has been established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract and takes into account all sums due or to become due to the Contractor has been made upon and received by the Guarantor before the Expiry Date.

5 The Contractor having requested the execution of this Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract.

6 This Bond and the benefit thereof shall not be transferred or assigned without the prior written consent of the Guarantor and the Contractor.

7 The parties to this Bond do not intend that any of its terms will be enforceable, by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a party to it.

8 This Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.

The Schedule

The Contractor:	**[Developer's details];**
The Guarantor:	**[Bank's details];**
The Employer:	**THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Centre Road Havant Hampshire PO9 2AX;
The Contract:	means the section 106 agreement dated [ ] 2020 and entered into by (1) the Council of the Borough of Havant, (2) East Hampshire District Council, (3) Hampshire County Council and (4) Philip Dymoke White, Fiona Elizabeth White and Alexander Stuart Dymoke White relating to land to the west of Havant Crematorium (known as Camp Field), Bartons Road, Havant;
The Works	the construction of a sustainable drainage system in accordance with paragraphs 3.1 to 3.10 of Schedule 2 to the Contract;
The Bond Amount:	the sum of (£xxxxxxx) xxxxxxxx pounds sterling only
The Expiry Date:	this Bond will expire on the date of completion of the Works and upon receipt of a written notice confirming that the Borough Council is reasonably satisfied with the Works.

In witness whereof the Contractor and the Guarantor have executed and delivered this Bond as a Deed this day of 202[ ]

EXECUTED as a DEED by **DEVELOPER**)
in the presence of:-)

Director

Director/Secretary

EXECUTED as a DEED by affixing the)
COMMON SEAL of xxxxxxxxxx)
BANK)
in the presence of:-)